

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, MARCH 28, 2022 – 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 833 8022 5749; Passcode 181147 or by clicking here:
<https://us02web.zoom.us/j/83380225749?pwd=YVZsamcxUHd2QTFHR3dRZ1RlMkxUT09>

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. March 14, 2022 Village Council Minutes
 - b. March 14, 2022 Closed Session Minutes
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
 - a. Fire Department Report – February 2022
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills Dated March 28, 2022
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Resolution Approving and Publishing the Official Zoning Map of the Village of Forest Park
 - b. Resolution Approving and Authorizing the Execution of the AT&T Dedicated Internet and Voice Bundle Agreement for Internet Access and Voice Services by and Between AT&T and the Village of Forest Park, Illinois
 - c. Resolution Approving a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation and a Construction Engineering Service Agreement for Federal

Participation with Christopher B. Burke Engineering, Ltd. Regarding Jackson Boulevard (Madison Street to Des Plaines Avenue) Right of Way Improvements

- d. Resolution Approving a Maintenance Services Agreement with American Computer and Communications, Inc. (JULIE Locates)
- e. Resolution Authorizing Payment of Pay Request 2 and Final in the Amount of \$63,920 to Genco Industries, Inc. Related to Jackson and Austin Water Vault Project
- f. Resolution Authorizing Payment of Pay Request 2 and Final in the Amount of \$9,250 to Burke, LLC Related to Jackson and Austin Water Vault Project
- g. Motion to ratify the approval of 3/23/22, 6/10/22 & 7/8/22 Community Center Trip Contracts
- h. Motion to approve musical entertainment contracts for 6/21/22, 7/19/22 & 8/16/22 Groov'n in the Grove concert events
- i. Motion to approve Forest Park Public Library's request to use The Grove to host two public events on June 4 and 23, 2022
- j. Approval of request by Betsy Ross School to close 1300 block of Marengo on 6/3/22 from 11 a.m. to 2 p.m. in conjunction with end of school year celebration event
- k. Approval of raffle license application submitted by Kiwanis Club of Forest Park
- l. Approval of banner request by Historical Society of Forest Park
- m. Approval of banner request by Hunger Walkathon West Planning Team

10. ADMINISTRATOR'S REPORT

11. COMMISSIONER REPORTS

12. ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, MARCH 14, 2022**

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

ROLL CALL

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

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the minutes from the February 28, 2022, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the minutes from the February 28, 2022, Closed Session Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

None

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Police Department submitted its January/February, 2022 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 \$415,242.48.

**R-26-22
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$415,242.48
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

It was moved by Commissioner Voogd and seconded by Commissioner Maxham to continue to table the Resolution authorizing the award of the contract for the 510 Des Plaines Green Parking Lot project to Chicagoland Paving Contractors, Inc. until the May 23, 2022, Village Council Meeting.

**RESOLUTION AWARDING
510 DES PLAINES GREEN
PARKING LOT PROJECT
TABLED UNTIL 5-23-2022**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

NEW BUSINESS:

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution approving and authorizing the execution of an application for a Cook County Bureau of Economic Development Community Development Block Grant Program (CDBG) 2022 Program Year Capital Improvement/Demolition and Economic Development Project be adopted.

**R-27-22
RESOLUTION APPROVING
CDBG APPLICATION FOR
2022 PROGRAM YEAR
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner 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.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**O-11-22
AMENDMENT TO THE
LIQUOR CODE
REGARDING NUMBER OF
LICENSES PER CLASS
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving and authorizing the execution of the application for Invest in Cook Department of Transportation FY 2022 Grant Funding be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-28-22
RESOLUTION APPROVING
INVEST IN COOK GRANT
APPROVED**

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution authorizing acceptance of a 2020-2022 USDA Forest Service and Illinois Department of Natural Resources Urban and Community Forestry Core Grant in the amount of \$9,375.00 be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-29-22
RESOLUTION APPROVING
USDA FOREST SERVICE
AND ILLINOIS DNR CORE
GRANT
APPROVED**

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution authorizing the waiver of the hiring freeze for IMRF employees regarding the hiring of two (2) Public Works Department employees be adopted.

**R-30-22
RESOLUTION WAIVING
IMRF HIRING FREEZE TO
FILL 2 PUBLIC WORKS
POSITIONS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

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

**R-31-22
RESOLUTION APPROVING
CONTRACT WITH
AMERICAN MOBILE
STAGING, INC. FOR
RIBFEST
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Ordinance approving and authorizing the execution of a Time Stamp System and Support Agreement with Midwest Time Recorder, Inc. be adopted.

**O-12-22
ORDINANCE APPROVING
TIME STAMP SYSTEM
WITH MIDWEST TIME
RECORDER, INC.
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Byrnes that the Ordinance adopting the Village of Forest Park Whistleblower Reporting Policy and Procedures be adopted.

**O-13-22
ORDINANCE ADOPTING
WHISTLEBLOWER
REPORTING POLICY
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes to approve the entertainment license application submitted by Lathrop House Café, 26 Lathrop Street.

**LATHROP HOUSE
ENTERTAINMENT LICENSE
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes to approve the entertainment license application submitted by Scratch Kitchen, 7445 Madison Street.

**SCRATCH KITCHEN
ENTERTAINMENT LICENSE
APPROVED BY MOTION**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Amidei expressed his gratitude to the community and all those in the village departments involved in holding the St. Patrick's Day parade. It was a great community event to be proud of.

COMMISSIONER'S REPORTS:

Commissioner Byrnes echoed Administrator Amidei, giving thanks for the efforts, adding it was a big crowd and everyone did a great job.

Commissioner Maxham thanked all those involved in the St. Patrick's Day Parade.

Commissioner Nero commented that he's looking forward to many more good events in the future for Forest Park.

Commissioner Voogd expressed her gratitude to the Mayor for committing to the Monarch pledge and thanked all those who worked on holding the St. Patrick's Parade.

Mayor Hoskins reported that the village will submit the Monarch pledge, in addition to committing to do certain things to help promote the monarch population. The mayor added that it was a great time at the recent parade, with the good weather, adding that the merchants on Madison likely had their best weekend ever.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Voogd seconded to adjourn into closed session pursuant to 5 ILCS 120-/2(c) to consider collective bargaining matters and the purchase of real estate. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:21 P.M.

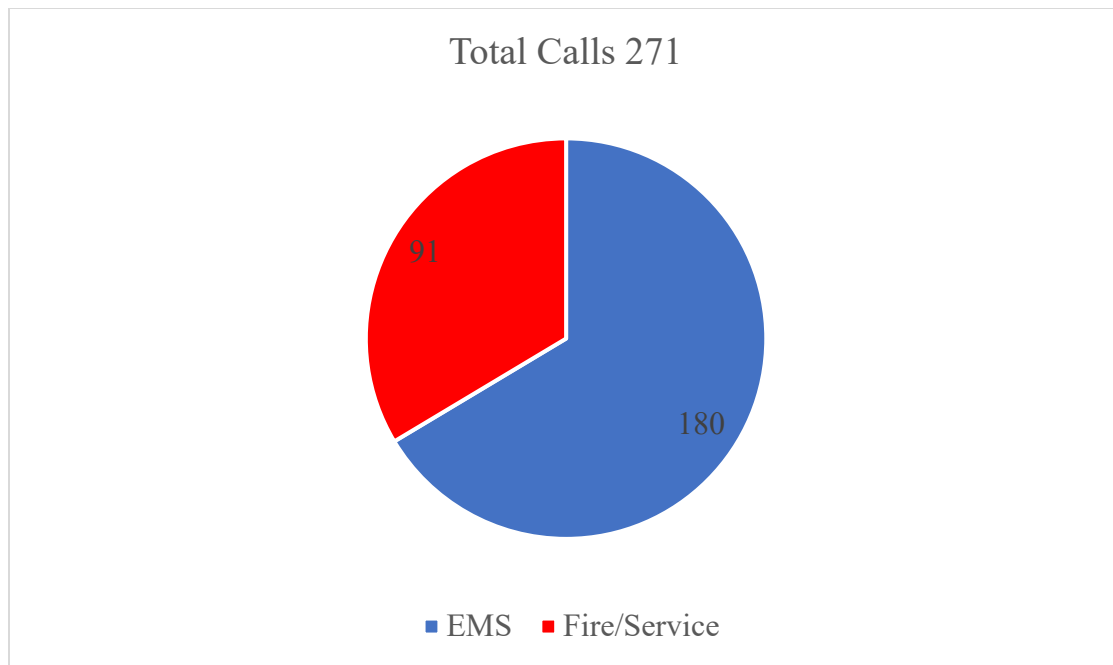
Respectfully submitted,

Vanessa Moritz
Village Clerk

FOREST PARK FIRE DEPARTMENT



FEBRUARY 2022



Calls

The Fire Department responded to 271 calls in the month of February. That is an average of 9.6 calls per day for the month. 67% of the calls were for EMS. 33% were for fire/service calls.

Fires and incidents:

2-4-2022 314 Lathrop

Forest Park crews responded to a call for a building on fire. Crews found construction crew accidentally started part of the building on fire. Crew extinguished the fire on the exterior of the building.



02-09-2022 406 Taylor Oak Park

Forest Park FD assisted OPFD with a small apartment fire. Forest Park conducted a search in smoky conditions to ensure all occupants were out. Then assisted with OPFD overhaul.

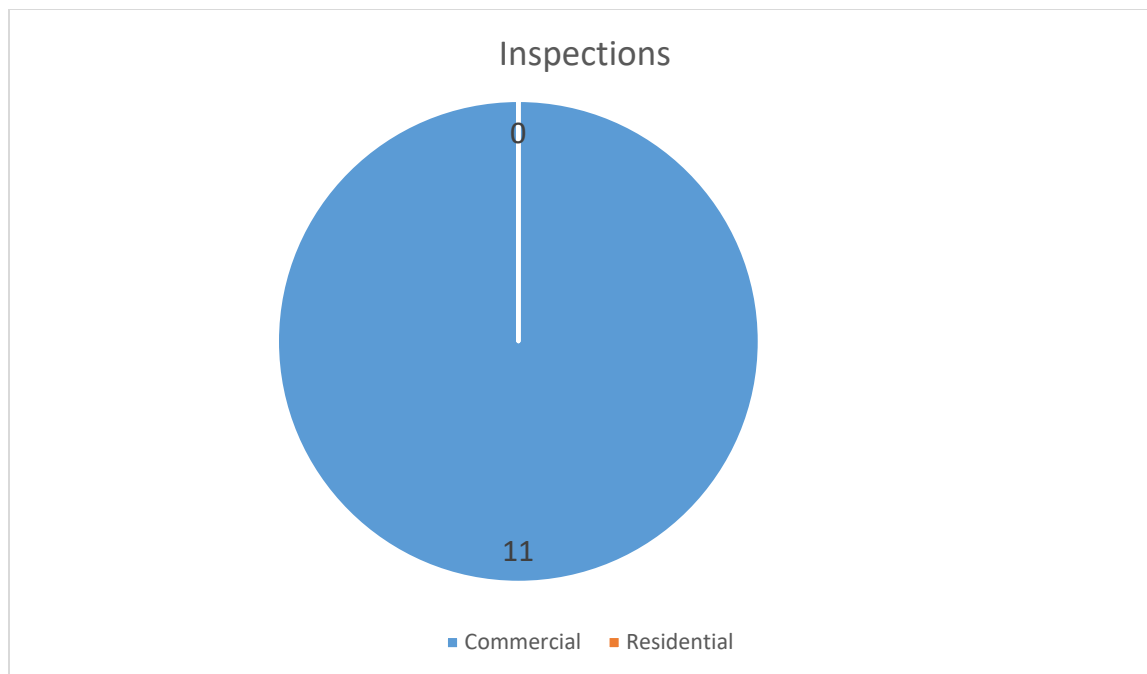


Fire station water main break 02-22-2022

The water main supplying the fire station ruptured. Extensive work was needed to restore water service to the station.







Inspections

Residential inspections were put on hold for the month of February. Commercial inspections were 11 with 6 being new inspections performed.

Training

Training for the month of February consisted of

- | | |
|--------------------------|------|
| • Tools and Equipment | 10.5 |
| • Road Course | 3 |
| • Box Cards | 3 |
| • FAE | 7.5 |
| • SCBA Mod A | 3 |
| • SCBA Mod D | 3 |
| • Extrication | 2 |
| • Assignment and Tactics | 4 |
| • Self Rescue | 2 |
| • EMS CE | 6 |

Total = 44

New firefighter John Gemmel was hired 02-01-2022



Child Safety Seat Installations - Due to Covid-19 we stopped child safety seat installations to reduce exposure risk to members

Community Involvement- Due to Covid-19 we stopped community involvement to reduce exposure risk to members.

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	\$ 19,817.86
Public Affairs	\$ 27,676.40
Police Department	\$ 4,340.56
Community Center	\$ 1,715.93
Accounts & Finance (Clerks Office)	\$ 167,810.65
Accounts & Finance (Fire Department)	\$ 15,521.71
Department of Health & Safety	\$ 4,814.86
Street Department	\$ 90,589.43
Public Property	\$ 44,382.26
Seizure	\$ 3,920.84
Federal Custom	\$ 3,265.07
TIF	\$ 4,980.10
VIP	\$ 24,628.00
Water Department	\$ 242,386.76
TOTAL	\$ 655,850.43

ADOPTED BY THE Council of the Village of Forest Park this 28th Day of March, 2022.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4111-210	Forest Park Public Library	03/15/2022	17,403.81
100-00-000-4220-225	Four Seasons	03/14/2022	25.00
100-00-000-4220-300	Total Parking Solutions Inc	03/04/2022	175.00
100-00-000-4230-130	Dillon Hatley	03/04/2022	25.00
100-00-000-4230-135	Insource East Properties	03/15/2022	500.00
100-00-000-4450-121	Passport Labs Inc	02/28/2022	100.64
100-00-000-4450-130	Passport Labs Inc	02/28/2022	1,514.41
100-00-000-4450-140	Passport Labs Inc	02/28/2022	74.00
Refunds and Allocations			19,817.86



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	02/28/2022	304.00
100-10-101-6100-100	Storino Ramello & Durkin	02/28/2022	95.00
100-10-101-6100-100	Storino Ramello & Durkin	02/28/2022	8,629.21
100-10-101-6100-100	Storino Ramello & Durkin	02/28/2022	19.00
100-10-101-6100-100	Storino Ramello & Durkin	02/28/2022	772.60
100-10-101-6100-100	Storino Ramello & Durkin	02/28/2022	1,260.80
100-10-101-6100-135	GPG Strategies LLC	03/16/2022	2,000.00
100-10-101-6120-305	Darien Marion-Burton	03/06/2022	425.00
100-10-101-6120-305	Forest Pk. Chamber of Commerce	03/08/2022	120.00
100-10-101-6120-305	Traffic Control & Protection	03/02/2022	83.10
100-10-101-6120-305	Growing Community Media NFP	03/02/2022	245.00
100-10-101-6150-112	Chicago Metropolitan Agency for Planning	03/03/2022	531.51
100-10-101-6150-125	Illinois City/County Management Association	03/08/2022	270.00
100-10-101-6150-210	Metro Reporting Services LTD	03/07/2022	280.00
100-10-101-6150-220	Shavon Wesley	03/09/2022	412.50
100-10-101-7000-150	Telcom Innovations Group LLC	03/04/2022	1,999.20
100-11-111-6110-105	DELL MARKETING LP	02/01/2022	10,229.48
Public Affairs			27,676.40



Account Number	Vendor	Invoice Date	Amount
100-00-000-2200-001	Municipal Electronics Division LLC	01/31/2022	225.00
100-12-121-6145-305	Metro Mortuary Transport	03/04/2022	410.00
100-12-123-6185-104	NOBS TOWING	02/27/2022	250.00
100-12-124-6150-114	Thomson Reuters-West	03/01/2022	405.56
100-12-125-6145-204	Vigilant Solutions LLC	01/07/2022	3,050.00
Police Department			4,340.56



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-200	SCHAUERS HARDWARE	02/28/2022	24.83
100-15-154-6170-110	Aries Charter Transportation Inc	12/27/2021	938.70
100-15-154-6170-110	Aries Charter Transportation Inc	03/02/2022	752.40
Community Center			1,715.93



Account Number	Vendor	Invoice Date	Amount
100-00-000-1201-001	Illinois Counties Risk Management Trust	04/01/2022	55,446.13
100-00-000-1201-001	Illinois Counties Risk Management Trust	04/01/2022	85,299.38
100-21-211-6120-300	Elmhurst Occupational Health	02/28/2022	170.00
100-21-211-6120-300	HRdirect	03/05/2022	84.99
100-21-211-6120-300	HRdirect	03/05/2022	84.99
100-21-211-6120-300	HRdirect	03/05/2022	84.99
100-21-211-6120-300	HRdirect	03/05/2022	84.99
100-21-211-6120-300	HRdirect	03/05/2022	84.99
100-21-211-6120-305	Growing Community Media NFP	03/09/2022	140.00
100-21-211-6140-104	Quill	02/23/2022	98.44
100-21-211-6140-104	Quill	03/02/2022	190.07
100-21-211-6140-104	Quill	03/09/2022	188.92
100-21-211-6140-140	Quill	03/02/2022	21.20
100-21-211-6140-140	Quill	03/09/2022	64.79
100-21-211-6140-140	Quill	03/09/2022	62.56
100-21-211-6140-140	Quill	03/09/2022	56.48
100-21-211-6150-112	Municipal Clerks North & Northwest Suburbs	03/08/2022	75.00
100-21-211-6150-150	AT&T	09/10/2021	(3,001.41)
100-21-211-6150-150	AT&T	10/01/2021	586.51
100-21-211-6150-150	AT&T	11/01/2021	590.38
100-21-211-6150-150	AT&T	12/01/2021	597.66
100-21-211-6150-150	AT&T	01/01/2022	593.18
100-21-211-6150-150	AT&T	02/01/2022	581.41
100-21-211-6150-150	AT&T	03/01/2022	584.24
100-21-211-6150-150	AT&T	03/04/2022	80.48
100-21-211-6150-150	AT&T LONG DISTANCE	03/04/2022	1.73
100-21-211-6190-003	POLICE PENSION FUND	03/14/2022	5,714.29
100-21-211-6190-004	Firefighters Pension Fund	03/14/2022	5,714.29
100-21-211-6191-001	POLICE PENSION FUND	03/15/2022	5,855.93
100-21-211-6191-002	Firefighters Pension Fund	03/15/2022	6,377.04
100-22-221-6320-310	Christopher Burke Engineering LTD	03/02/2022	1,297.00
Accounts & Finance (Clerks Office)			167,810.65



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	02/28/2022	123.67
100-30-301-7000-040	Municipal Emergency Services Inc	02/25/2022	1,010.00
100-30-301-7000-040	Witmer Public Safety Group	02/22/2022	452.48
100-30-302-6145-100	Air One Equipment Inc	03/17/2022	217.00
100-30-302-6145-105	Ambee's Engraving	02/26/2022	220.00
100-30-303-6100-160	Metro Paramedic Services Inc	02/20/2022	37,738.00
100-30-303-6100-160	Metro Paramedic Services Inc	02/20/2022	(24,489.44)
100-30-303-6145-300	BioTron Inc.	03/09/2022	250.00
Accounts & Finance (Fire Department)			15,521.71



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	03/14/2022	495.00
100-40-402-6100-115	Muse Community + Design	02/28/2022	115.00
100-40-402-6100-115	Muse Community + Design	02/28/2022	562.50
100-40-402-6141-003	Christopher Burke Engineering LTD	03/02/2022	52.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/02/2022	367.50
100-40-402-6150-232	B&F Construction Code Service	10/14/2021	2,122.37
100-40-402-6150-232	B&F Construction Code Service	01/25/2022	555.00
100-40-402-6150-232	B&F Construction Code Service	03/11/2022	425.00
100-40-403-6150-230	Elevator Inspection Services	03/03/2022	80.00
100-40-410-6140-202	SCHAUERS HARDWARE	02/28/2022	40.49
Department of Health & Safety			4,814.86



Account Number	Vendor	Invoice Date	Amount
100-50-501-7000-035	Illinois Communications Sales Inc	03/03/2022	210.00
100-50-502-6185-106	Compass Minerals America	03/10/2022	12,163.40
100-50-502-6185-110	SCHAUERS HARDWARE	02/28/2022	64.69
100-50-502-6185-110	Traffic Control & Protection	03/02/2022	136.10
100-50-502-6185-112	Republic Services #551	03/15/2022	963.00
100-50-502-6185-501	Republic Services #551	03/15/2022	36,604.86
100-50-502-6185-502	Republic Services #551	03/15/2022	23,948.23
100-50-502-6185-503	Republic Services #551	03/15/2022	3,549.13
100-50-502-6185-505	West Cook County Solid Waste	02/28/2022	12,950.02
Street Department			90,589.43



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Jon Pankey	03/04/2022	58.28
100-55-552-6180-101	SCHAUERS HARDWARE	02/28/2022	19.63
100-55-552-6180-101	Case Lots Inc	01/20/2022	79.80
100-55-552-6180-101	First Ayd Corp.	01/04/2022	172.44
100-55-552-6180-101	Jack's Rental Inc.	03/10/2022	374.30
100-55-552-6180-114	Case Lots Inc	01/20/2022	748.50
100-55-552-6180-114	Pit Stop	03/10/2022	300.00
100-55-553-6180-160	Com Ed	01/28/2022	132.73
100-55-553-6180-160	Com Ed	01/31/2022	596.43
100-55-553-6180-160	Com Ed	01/31/2022	210.72
100-55-553-6180-160	Com Ed	02/15/2022	24.33
100-55-553-6180-160	Com Ed	03/16/2022	459.29
100-55-555-6180-100	SCHAUERS HARDWARE	02/28/2022	36.87
100-55-555-6180-100	Quill	02/23/2022	16.02
100-55-555-6180-100	Quill	03/02/2022	320.08
100-55-555-6180-100	Quill	03/02/2022	7.99
100-55-555-6180-100	Quill	03/09/2022	390.14
100-55-555-6180-100	Quill	03/09/2022	(167.76)
100-55-555-6180-100	Quill	03/09/2022	251.64
100-55-555-6180-100	Reliable Fire & Security	03/11/2022	466.70
100-55-555-6180-110	SCHAUERS HARDWARE	02/28/2022	14.94
100-55-555-6180-110	Comcast	03/02/2022	50.48
100-55-555-6180-110	Jim Hoppe Masonry	03/21/2022	400.00
100-55-555-6180-110	Reliable Fire & Security	03/11/2022	466.70
100-55-555-6180-130	Comcast	03/01/2022	383.70
100-55-555-6180-140	SCHAUERS HARDWARE	02/28/2022	81.84
100-55-555-6180-140	Comcast	02/22/2022	182.61
100-55-555-6180-140	Comcast	02/28/2022	2.10
100-55-560-6180-125	Jim Hoppe Masonry	03/21/2022	850.00
100-55-560-6180-175	SCHAUERS HARDWARE	02/28/2022	26.99
100-55-570-6155-101	Mohr Oil Company	03/10/2022	15,724.70
100-55-570-6155-106	Battery Service Corporation	03/09/2022	853.65
100-55-570-6155-106	RUSH TRUCK CENTER	01/03/2022	605.00
100-55-570-6155-106	Factory Motor Parts Co	01/31/2022	(50.40)
100-55-570-6155-106	Factory Motor Parts Co	02/01/2022	(44.00)
100-55-570-6155-106	Factory Motor Parts Co	02/18/2022	(11.00)
100-55-570-6155-106	Factory Motor Parts Co	03/02/2022	363.09
100-55-570-6155-106	Factory Motor Parts Co	03/04/2022	98.28
100-55-570-6155-106	Linde Gas North America LLC	02/22/2022	208.25
100-55-570-6155-106	Snap on Industrial	02/26/2022	172.33
100-55-570-6155-106	Snap on Industrial	02/28/2022	29.05
100-55-570-6155-106	Snap on Industrial	02/28/2022	30.24



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-112	Action Transmission & Auto	03/15/2022	625.78
100-55-570-6155-112	Action Transmission & Auto	03/16/2022	89.77
100-55-570-6155-112	Action Transmission & Auto	03/18/2022	536.58
100-55-570-6155-112	Action Transmission & Auto	03/18/2022	2,850.00
100-55-570-6155-112	Atlas Bobcat LLC	03/05/2022	703.82
100-55-570-6155-112	Atlas Bobcat LLC	03/12/2022	442.65
100-55-570-6155-112	Berwyn Garage	02/08/2022	424.83
100-55-570-6155-112	Fire Service Inc	11/30/2021	1,600.00
100-55-570-6155-112	Fire Service Inc	12/14/2021	6,967.26
100-55-570-6155-112	Fire Service Inc	02/08/2022	1,500.00
100-55-570-6155-112	Fire Service Inc	03/18/2022	118.80
100-55-570-6155-112	Fire Service Inc	03/18/2022	1,500.00
100-55-570-6155-112	Fire Service Inc	03/18/2022	2,079.80
100-55-585-6180-322	SCHAUERS HARDWARE	02/28/2022	6.29
Public Property			44,382.26



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	DELL MARKETING LP	02/01/2022	3,068.84
230-00-000-6900-230	Hawk Chrysler Dodge	02/23/2022	224.16
230-00-000-6900-230	Ray O'Herron Co Inc	03/08/2022	313.88
230-00-000-6900-230	Ray O'Herron Co Inc	03/09/2022	162.96
230-00-000-6900-230	Secretary of State	03/28/2022	151.00
	Seizure		3,920.84



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	02/22/2022	144.12
232-00-000-6900-232	Chicago Police Department	11/08/2021	1,988.00
232-00-000-6900-232	DELL MARKETING LP	02/01/2022	1,022.95
232-00-000-6900-232	Motorola Solutions StarCom21 Network	03/01/2022	110.00
	Federal Customs		3,265.07



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-100	Storino Ramello & Durkin	02/28/2022	572.40
302-00-000-6100-115	Christopher Burke Engineering LTD	03/02/2022	1,010.60
304-00-000-6100-100	Storino Ramello & Durkin	02/28/2022	571.70
304-00-000-6100-100	Storino Ramello & Durkin	02/28/2022	575.30
304-00-000-6100-115	Christopher Burke Engineering LTD	03/02/2022	1,680.00
309-00-000-6100-100	Storino Ramello & Durkin	02/28/2022	570.10
	TIF		4,980.10



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	03/02/2022	945.00
312-00-000-6100-105	Christopher Burke Engineering LTD	03/02/2022	3,796.00
312-00-000-7000-102	Christopher Burke Engineering LTD	03/02/2022	727.00
312-00-000-7000-108	Christopher Burke Engineering LTD	03/02/2022	5,570.50
312-00-000-7000-108	Christopher Burke Engineering LTD	03/02/2022	1,596.00
312-00-000-7000-109	Christopher Burke Engineering LTD	03/02/2022	9,757.50
312-00-000-7000-120	Christopher Burke Engineering LTD	03/02/2022	208.00
312-00-000-7000-135	Christopher Burke Engineering LTD	03/02/2022	460.00
312-00-000-7000-312	Christopher Burke Engineering LTD	03/02/2022	988.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/01/2022	145.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/02/2022	145.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/04/2022	145.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/15/2022	145.00
VIP			24,628.00



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-105	Christopher Burke Engineering LTD	03/02/2022	3,061.39
501-80-800-6110-105	Springbrook Holding Company LLC	03/04/2022	440.50
501-80-800-6150-154	Com Ed	01/31/2022	40.71
501-80-800-6150-154	Com Ed	01/31/2022	98.32
501-80-800-6150-154	Com Ed	02/15/2022	47.39
501-80-800-6150-154	Com Ed	03/02/2022	59.41
501-80-800-6800-100	City of Chicago	03/10/2022	154,073.16
501-80-800-6800-151	Core & Main LP	02/25/2022	464.55
501-80-800-6800-151	Core & Main LP	03/14/2022	1,550.10
501-80-800-6800-152	Core & Main LP	03/07/2022	387.41
501-80-800-6800-153	CDC ENTERPRISES INC	03/04/2022	5,896.38
501-80-800-6800-153	DELL MARKETING LP	02/01/2022	1,022.95
501-80-800-6800-153	USA BLUE BOOK	03/14/2022	791.57
501-80-800-6800-176	Core & Main LP	02/24/2022	84.92
501-80-800-7000-020	Christopher Burke Engineering LTD	03/02/2022	988.00
501-80-800-7000-020	Christopher Burke Engineering LTD	03/02/2022	210.00
501-80-800-7000-020	Burke LLC	03/16/2022	9,250.00
501-80-800-7000-020	Genco Industries Inc	03/15/2022	63,920.00
Water Department			242,386.76

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

MARCH 28, 2022

Issue Statement

Request for Village Council action related to the adoption of a Resolution Approving and Publishing the Official Zoning Map of the Village of Forest Park

Background

Each year by March 31 (if warranted), municipalities must pass a resolution updating its zoning map to reflect the changes to said map over the course of the past year (or since last update). The updated zoning map attached hereto reflects a change to the address of the last *Planned Unit Development* (2017); the map's date has been revised to indicate a date of 12/31/2021.

Attachments

- Resolution approving updated Zoning Map of the Village of Forest Park
- Forest Park Zoning Map dated 12/31/2021

**A RESOLUTION APPROVING AND PUBLISHING THE
OFFICIAL ZONING MAP OF THE VILLAGE OF FOREST PARK**

WHEREAS, pursuant to Chapter 65 of the Illinois Compiled Statutes, Section 5/11-13-19, a municipality is required to publish a revised zoning map no later than March 31st each year showing the changes in zoning uses, divisions, restrictions, regulations, and classifications effective as of the previous calendar year, if any; and

WHEREAS, the zoning map attached hereto as “Exhibit A” and made a part hereof, is a current zoning map of the Village of Forest Park, inclusive of changes, if any, effective as of December 31st of the previous calendar year, showing zoning uses, divisions, restrictions, regulations, and classifications within the Village.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Village Council of the Village of Forest Park, Cook County, 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 zoning map attached hereto as “Exhibit A” shall constitute the official zoning map of the Village of Forest Park and is hereby approved and shall be published by the Village Clerk in accordance with 65 ILCS 5/11-13-19.

SECTION 3: This Resolution shall be in full force and effect upon its passage, approval and filing as provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 28th day of March, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Rory E. Hoskins, Mayor

ATTEST:

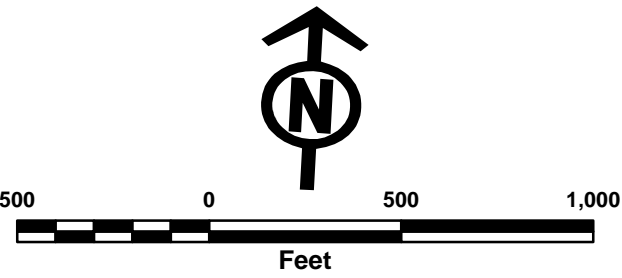
Vanessa Moritz, Village Clerk

EXHIBIT “A”

VILLAGE OF FOREST PARK

OFFICIAL ZONING MAP

VALID THROUGH DECEMBER 31, 2021



LEGEND

RESIDENTIAL DISTRICT

- R-1 LOW DENSITY
- R-2 MEDIUM DENSITY
- R-3 HIGH DENSITY

COMMERCIAL DISTRICT

- B-1 NEIGHBORHOOD SHOPPING
- B-2 COMMUNITY SHOPPING
- DBD DOWNTOWN BUSINESS

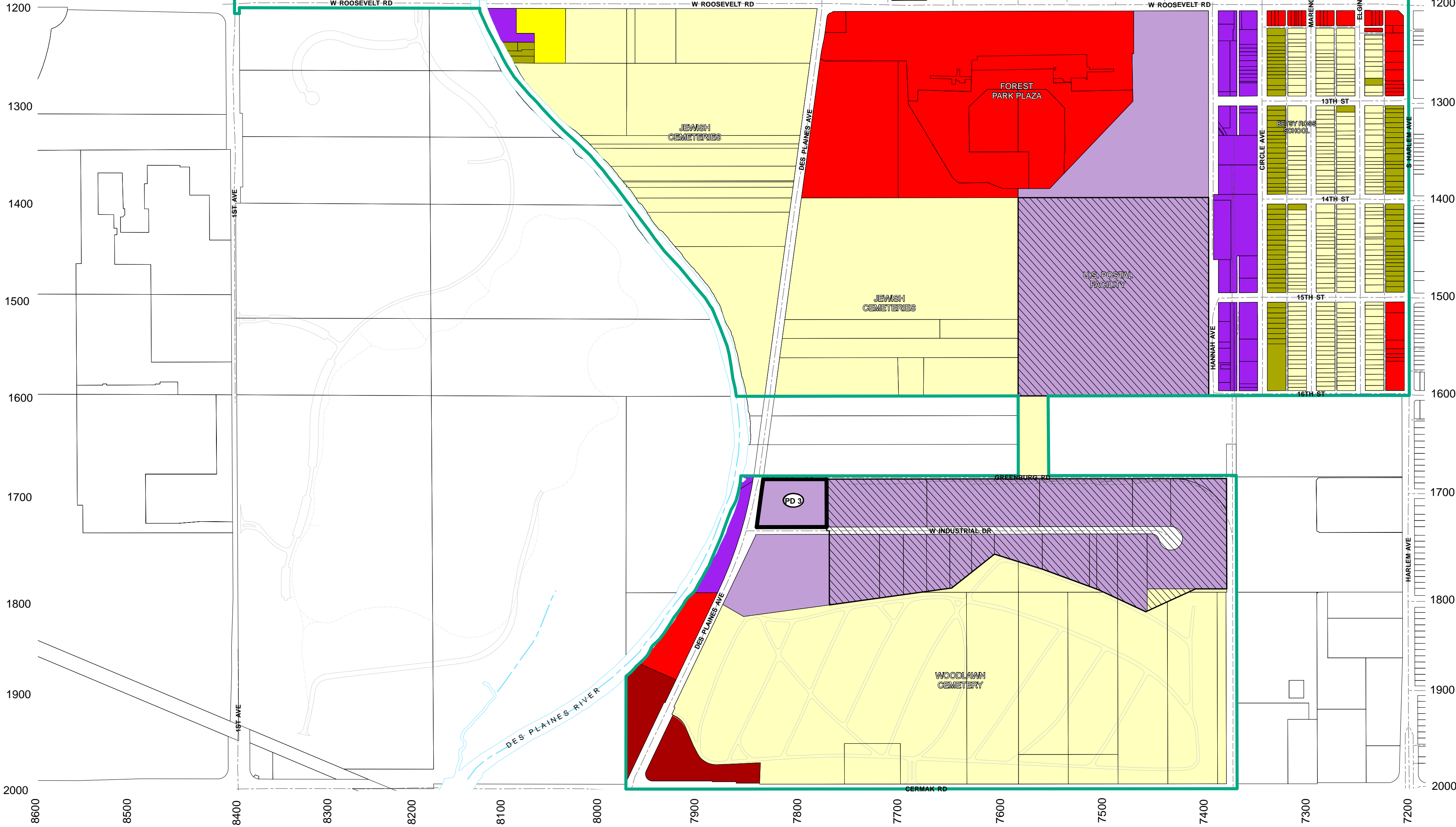
INDUSTRIAL DISTRICT

- I-2 LIMITED INDUSTRIAL
- I-1 GENERAL INDUSTRIAL

- PLANNED DEVELOPMENT
- SEXUALLY ORIENTED BUSINESS OVERLAY DISTRICT
- VILLAGE LIMITS

VANESSA MORITZ
VILLAGE CLERK
VILLAGE OF FOREST PARK, ILL.

NOTE: MAP REFLECTS ALL ACTIVITY UP TO
DECEMBER 31, 2021 MUNICIPAL BOUNDARY
CHANGES, ZONING CHANGES, SUBDIVISIONS,
ETC., THAT HAVE BEEN APPROVED AFTER THIS
DATE ARE NOT REFLECTED.



INDEX OF PLANNED DEVELOPMENTS

1. MADISON COMMONS O-49-03, O-50-03
2. THE RESIDENCES AT THE GROVE O-01-05, O-02-05
3. LIFETIME STORAGE O-38-13
4. FARMINGTON O-35-15
5. DOLLAR TREE O-16-16
6. VAN BUREN TOWNHOMES O -20-17
7. 7329 W. HARRISON O-10-17

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

March 28, 2022

Issue Statement

Request for Village Council action related to the adoption of a resolution approving a service contract with AT&T for internet and voice services.

Background

The Village's IT Consultant Brad Gordon is recommending that the Village upgrade its internet service with AT&T. Through this proposed service contract (term is two (2) years), the Village would upgrade its internet connection speed over fiber from 100mbps to 150mbps. This upgrade will also provide for a hardware refresh of the AT&T equipment which will also allow for the ability to increase internet speed in the future (which may be required as one transitions to cloud-based data storage). There are no other costs related to this upgrade; monthly fees paid for internet/voice services by the Village will decrease from \$1,155.88 per month to \$1,075 per month.

Attachments

- Proposed service contract with AT&T

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF THE AT&T DEDICATED INTERNET AND VOICE BUNDLE
AGREEMENT FOR INTERNET ACCESS AND VOICE SERVICES BY AND
BETWEEN AT&T AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") has existing agreements with AT&T to coordinate and provide internet access and voice services for Village operations; and

WHEREAS, AT&T has developed and submitted to the Village negotiated service rates for dedicated internet access and voice services, pursuant to and as provided for on the AT&T Dedicated Internet and Voice Bundle Agreement, attached as Exhibit A hereto and made a part hereof ("Internet and Voice Bundle Agreement"); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village to approve and authorize the Internet and Voice Bundle Agreement with AT&T for internet access and voice services to be provided by AT&T for Village operations.

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

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

Section 2. The Internet and Voice Bundle Agreement, attached hereto as Exhibit A, is hereby approved.

Section 3. The Mayor, or his designee, be and is hereby authorized to execute the Internet and Voice Bundle Agreement, as attached hereto as and made a part hereof as Exhibit A.

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

RESOLVED this 28th day of March, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 28th day of March, 2022.

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT "A"
AT&T DEDICATED INTERNET AND VOICE BUNDLE AGREEMENT



AT&T Dedicated Internet & Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2022**.

For AT&T Administrative Use Only

attid:
 Account # _____ Master Customer # _____ Doc Viewer ID: _____
 Contract ID#: **ADV14370441**

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Solution Provider Contact - Primary Contact
Legal Name: Village of Forest Park	AT&T Corp	Name: William Bartley
Street Address: 517 DES PLAINES AVE	One AT&T Way	Street Address: 920 7th St
City: FOREST PARK, State: IL Zip: 60130	Bedminster, NJ 07921-0752	City: Port Huron, State: MI Zip: 48060
Tel # 7083662323	ATTN: Master Agreement Support Team: mast@att.com	Tel # 2489619291

AGREEMENT TERMS**1. SERVICES**

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP (See AT&T Dedicated Internet & Voice Bundle)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 years	Effective Date of this Agreement

3. SERVICES COMPONENTS AND RATES (PRICES)**3.1. AT&T Dedicated Internet & Voice Bundle**

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	10	3,000	\$499.00	\$683.00	\$786.00
10 Mbps	15	4,500	\$525.00	\$725.00	\$828.00
10 Mbps	23	6,900	\$555.00	\$792.00	\$895.00
10 Mbps	30	9,000	\$645.00	\$850.50	\$953.50
10 Mbps	46	13,800	\$795.00	\$984.00	\$1,087.00
20 Mbps	10	3,000	\$555.00	\$882.00	\$951.00
20 Mbps	15	4,500	\$595.00	\$929.50	\$998.50
20 Mbps	23	6,900	\$645.00	\$1,005.50	\$1,074.50
20 Mbps	30	9,000	\$745.00	\$1,071.50	\$1,140.50
20 Mbps	46	13,800	\$895.00	\$1,223.00	\$1,292.00
50 Mbps	10	3,000	\$745.00	\$1,138.50	\$1,224.50
50 Mbps	15	4,500	\$795.00	\$1,186.00	\$1,272.00
50 Mbps	23	6,900	\$845.00	\$1,261.50	\$1,347.50
50 Mbps	30	9,000	\$895.00	\$1,328.00	\$1,414.00
50 Mbps	46	13,800	\$999.00	\$1,479.50	\$1,565.50
100 Mbps	10	3,000	\$950.00	\$1,495.00	\$1,634.50
100 Mbps	15	4,500	\$995.00	\$1,540.00	\$1,680.00
100 Mbps	23	6,900	\$1,025.00	\$1,612.50	\$1,752.50

Doc ID: ADIVBEXP-1

V5 – 01/16/2021

Rate ID: ADIVB-061018-50, USOFN20



AT&T Dedicated Internet & Voice Bundle Agreement

100 Mbps	30	9,000	\$1,075.00	\$1,676.00	\$1,816.00
100 Mbps	46	13,800	\$1,095.00	\$1,821.50	\$1,961.00
150 Mbps	10	3,000	\$999.00	\$1,786.00	\$1,962.50
150 Mbps	15	4,500	\$1,045.00	\$1,833.00	\$2,010.00
150 Mbps	23	6,900	\$1,075.00	\$1,909.00	\$2,086.00
150 Mbps	30	9,000	\$1,099.00	\$1,975.50	\$2,152.00
150 Mbps	46	13,800	\$1,199.00	\$2,127.00	\$2,303.50
250 Mbps	10	3,000	\$1,325.00	\$2,322.00	\$2,523.50
250 Mbps	15	4,500	\$1,375.00	\$2,369.00	\$2,570.50
250 Mbps	23	6,900	\$1,445.00	\$2,445.00	\$2,646.50
250 Mbps	30	9,000	\$1,495.00	\$2,511.00	\$2,713.00
250 Mbps	46	13,800	\$1,595.00	\$2,662.50	\$2,864.50
400 Mbps	10	3,000	\$1,399.00	\$3,095.50	\$3,399.50
400 Mbps	15	4,500	\$1,449.00	\$3,141.00	\$3,445.00
400 Mbps	23	6,900	\$1,499.00	\$3,213.50	\$3,517.50
400 Mbps	30	9,000	\$1,699.00	\$3,277.00	\$3,581.00
400 Mbps	46	13,800	\$1,799.00	\$3,422.00	\$3,726.00
500 Mbps	10	3,000	\$1,559.50	\$3,705.00	\$4,094.50
500 Mbps	15	4,500	\$1,609.50	\$3,750.50	\$4,140.00
500 Mbps	23	6,900	\$1,659.50	\$3,823.00	\$4,212.50
500 Mbps	30	9,000	\$1,859.50	\$3,886.50	\$4,276.00
500 Mbps	46	13,800	\$1,959.50	\$4,032.00	\$4,421.00
600 Mbps	10	3,000	\$1,697.00	\$4,162.00	\$4,597.50
600 Mbps	15	4,500	\$1,747.00	\$4,234.50	\$4,670.00
600 Mbps	23	6,900	\$1,947.00	\$4,298.00	\$4,733.50
600 Mbps	30	9,000	\$2,047.00	\$4,443.00	\$4,878.50
600 Mbps	46	13,800	\$2,047.00	\$4,443.00	\$4,878.50
1,000 Mbps	10	3,000	\$2,030.00	\$4,541.00	\$5,046.50
1,000 Mbps	15	4,500	\$2,080.00	\$4,613.50	\$5,119.00
1,000 Mbps	23	6,900	\$2,280.00	\$4,677.00	\$5,182.50
1,000 Mbps	30	9,000	\$2,380.00	\$4,822.00	\$5,328.00
1,000 Mbps	46	13,800	\$2,380.00	\$4,822.00	\$5,328.00
On-Net Calling & Local Off-Net Calling			Unlimited		
Enhanced Features Package (per concurrent call)			\$1.60		
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes			\$0.0400		
IP Toll-Free Calling Plan Charge, Monthly Charge per Site*			\$15.00		
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1,000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.					
Business In A Box					
Base Unit NextGen			\$0.00		

Service Components: 20%

International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)	Service Component Discount applied to Service Guide rates, as revised from time to time
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AT&T Dedicated Internet & Voice Bundle Agreement

AT&T IP Toll-Free	
United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A: Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

6. AT&T DEDICATED INTERNET & VOICE BUNDLE GENERAL TERMS AND CONDITIONS

6.1. Agreement: AT&T and/or its Affiliates shall provide Customer products and services identified in this document ("Services") pursuant to the "Agreement" consisting of this document and the following applicable "Service Publications", incorporated by reference: (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at att.com/service publications, and (ii) the AT&T Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).

6.2. Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

6.3. Access to Premises: Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4. Hazardous Materials: Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution,



AT&T Dedicated Internet & Voice Bundle Agreement

protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

6.5. Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

6.6. License and Third-Party Terms: Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

6.7. AT&T Equipment: Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.8. Prices: Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

6.9. Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

6.10. Billing, Payments and Deposits: Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.11. Expiration of Term: At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

6.12. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

6.13. Early Termination Charges: If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any



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associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

6.14. Withdrawal of Service or Service Component: Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

6.15. Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.16. Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

6.17. The above Disclaimer or Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.18. Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

6.19. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS



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AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

6.20. General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

6.21. Definitions:

"Affiliate" of a party means an entity that controls, is controlled by, or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Equipment" equipment owned by AT&T and located at Customer's premises.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

"Minimum Payment Period" means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means a physical location, including Customer's collocation space on AT&T's or subcontractor's property, where AT&T installs or provides Service.

"Software" means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"User" means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS



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OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. **THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T Dedicated Internet & Voice Bundle Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: Village of Forest Park	AT&T	Customer Account #:
Customer Full Address & Zip: 517 DES PLAINES AVE FOREST PARK IL 60130	AT&T Full Address & Zip: 920 7th St Port Huron MI 48060	Customer Contact: Tel. #: 7083662323 AT&T Contact: Tel. #: 2489619291 Email ID: orders@aiesolutions.com
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. This appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	---	---

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: Village of Forest Park	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

MARCH 28, 2022

Issue Statement

Request for Village Council action related to the adoption of a Resolution Approving a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation and a Construction Engineering Services Agreement for Federal Participation with Christopher B. Burke Engineering, Ltd. Regarding Jackson Boulevard (Madison to Des Plaines) Right of Way Improvements

Background

This year, the Village will be receiving funding from the Federal Surface Transportation Program (STP), via the North Central Council of Mayors, in an amount of \$418,000 to repave Jackson Boulevard from Des Plaines Avenue to Madison Street. Said portion of Jackson Street is on a designated Federal Aid Urban (FAU) Route, as it is an arterial/collector roadway and connects to other FAU routes.

The project is ready for bid as Phase I and II engineering due diligence is now complete. Anticipated letting for this project will take place in the month of April.

The Village is required to enter into an agreement with the State of Illinois (IDOT) regarding its participation in the STP program, which the State helps manage. Further, IDOT must also approve the engineering services agreement that the Village has with its selected (via the QBS process) Phase III consultant (Christopher B. Burke Engineering, Ltd.), pursuant to the IDOT forms that used as part of said STP program. IDOT will be letting (bidding) the project on behalf of the Village next month.

The local share of the project will be paid for using local Motor Fuel Tax funds, at a sum not to exceed \$150,000.

Attachments

- Resolution approving LPA and Engineering Services agreements; said agreements are attached hereto

RESOLUTION NO. R- _____ - 22

**A RESOLUTION APPROVING A LOCAL PUBLIC AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT
OF TRANSPORTATION AND A CONSTRUCTION ENGINEERING
SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD. REGARDING
JACKSON BOULEVARD (MADISON STREET TO DESPLAINES AVENUE)
RIGHT-OF-WAY IMPROVEMENTS**

WHEREAS, the Village of Forest Park (“Village”) and the Illinois Department of Transportation (“IDOT”) are units of local government within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and both the Village and IDOT are authorized by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into Intergovernmental Agreements; and

WHEREAS, the Village and the State of Illinois, acting through IDOT, are desirous of entering into a Local Public Agency Agreement for Federal Participation (“Federal Participation Agreement”) and the Village and Christopher B. Burke Engineering, Ltd. (“Burke”) are desirous of entering into a Construction Engineering Services Agreement for Federal Participation (“Engineering Services Agreement”), each regarding certain right-of-way improvements along Jackson Boulevard, between Madison Street and Desplaines Avenue ("Project") within the corporate boundaries of the Village (collectively, both the “Agreements”); and

WHEREAS, pursuant to the Federal Participation Agreement and the Engineering Services Agreement, the State of Illinois, acting through IDOT, is responsible for an amount not to exceed Four Hundred Eighteen Thousand Dollars (\$418,000.00) and the local Village match responsibility is One Hundred Twenty Thousand Five Hundred Fifty Dollars (\$120,550.00), for a total Project cost of Five Hundred Thirty-Eight Thousand Five Hundred Fifty Dollars (\$538,550.00).

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

Section 1. That “Local Public Agency Agreement for Federal Participation,” between the Village of Forest Park and the State of Illinois, acting through IDOT, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The "Construction Engineering Services Agreement for Federal Participation" between the Village and Burke, a copy of which is attached as Exhibit B, is hereby approved.

Section 3. The Village Council hereby approves and authorizes the expenditure of the amount of One Hundred Twenty Thousand Five Hundred Fifty Dollars (\$120,550.00), or as much as may be needed to match the federal funds in the completion of the Project under the Agreements.

Section 4. The Mayor is hereby authorized and directed to execute the Agreements, as required, on behalf of the Village.

Section 5. The officials, officers, employees and agents of the Village are hereby authorized to take such actions and execute such documents as are necessary to effectuate the Agreements for the Project and to carry out the terms, provisions, and intent of this Resolution.

Section 6. This Resolution shall be in full force and effect upon its passage and approval as required by law.

Resolved this 28th day of March, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED and filed in my office
and published in pamphlet form this
_____ day of March, 2022.

Vanessa Moritz, Village Clerk

EXHIBIT A

**LOCAL PUBLIC AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION**



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Forest Park	Cook	20-00116-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	04-21-0001

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-094-21	PKQ9(260)				

Engineering

Right of Way

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Jackson Boulevard	FAU 1462	0.34 Mi.	0.00	0.34

Location Termini
Madison Street to Des Plaines Avenue

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Forest Park	N/A	Remove

PROJECT DESCRIPTION

Roadway resurfacing, spot sidewalk replacement, spot curb replacement

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input type="checkbox"/>	1.	Location Map
<input type="checkbox"/>	2.	Division of Cost
- <input type="checkbox"/>	3.	LPA Appropriation Resolution
- <input type="checkbox"/>	4.	GATA Reporting
Add Row		

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Rory E. Hoskins

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's Tin number is

366005875 conducting business as a Governmental Entity.

Duns Number 076891365

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

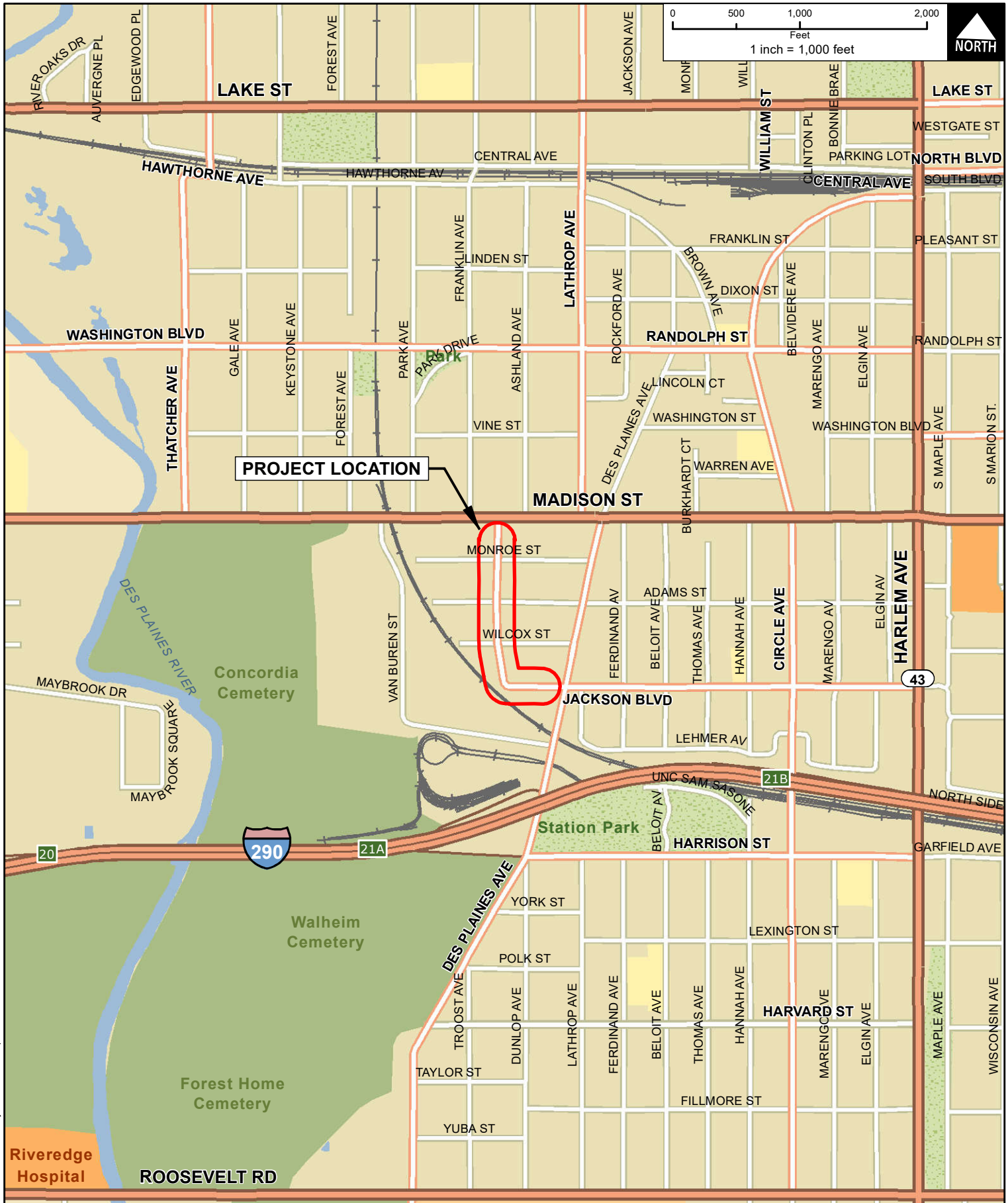
Yangsui Kim, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Path: N:\FOREST PARK\023\BG096\GIS\Exhibits\Project Location Map.mxd

CLIENT:



TITLE:

PROJECT LOCATION MAP **JACKSON BLVD-FUNCTIONAL** **CLASSIFICATION 5-MAJOR COLLECTOR**

PROJ. NO. 000023.BG096

DATE: 03/09/2021

SHEET 1 OF 1

DRAWING NO.

EXH 1



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

DSGN.		SCALE:	1:12,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	7/14/2021
FILE:	Project Location Map		

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Village of Forest Park	Cook	20-00116-00-RS

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-094-21	PKQ9(260)				

DIVISION OF COST

		Federal Funds			State Funds			Local Public Agency			
Type of Work		Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
-	Participating Construction	STU	\$380,000.00	*				LOCAL	\$95,000.00	BAL	\$475,000.00
-	Construction Engineering	STU	\$38,000.00	*				LOCAL	\$9,500.00	BAL	\$47,500.00
-	Non-Participating Construction							LOCAL	\$16,050.00	100%	\$16,050.00
-											
-											
-											
-											
-											
-											
-											
-											
-											
Total			\$418,000.00		Total			Total		\$120,550.00	\$538,550.00
Add											

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80% not to exceed \$418,000 (Construction Engineering portion 80% not to exceed \$38,000)
 Non-Participating Construction includes but not limited to storm sewers to be cleaned

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

ADDENDA 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

EXHIBIT B

**CONSTRUCTION ENGINEERING SERVICES
AGREEMENT FOR FEDERAL PARTICIPATION**



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal CE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency Village of Forest Park	County Cook	Section Number 20-00116-00-RS	Job Number C-91-094-21
Project Number PKQ9(260)	Contact Name Moses Amidei	Phone Number (708) 615-6201	Email mamidei@forestpark.net

SECTION PROVISIONS

Local Street/Road Name Jackson Boulevard	Key Route FAU 1462	Length 0.34	Structure Number NA
Location Termini Madison Street to Des Plaines Avenue			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>
Project Description Roadway resurfacing, spot sidewalk replacement, spot curb replacement			

Engineering Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	MaxFed(STU) 80% / Local 20%
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	MaxFed(STU) 80% / Local 20%

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name Christopher B. Burke Engineering	Contact Name Kevin Wilson	Phone Number (847) 833-0274	Email kwilson@cbbel.com
Address 9575 W. Higgins Road, Suite 600	City Rosemont	State IL	Zip Code 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 US 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 Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
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. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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 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.
5. 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: Fixed

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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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.).
7. 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 to 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 Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$44,285.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Testing Service Corporation	35-0937582	\$3,150.00
Subconsultant Total		\$3,150.00
Prime Consultant Total		\$44,285.00
Total for all work		\$47,435.00

Add Subconsultants

AGREEMENT SIGNATURES

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

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Forest Park

Local Public Agency Type

Village

Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Christopher B. Burke Engineering

By (Signature & Date)

Title

Vice President

By (Signature & Date)

Title

President

Village of Forest Park

Cook

20-00116-00-RS

Local Public Agency

Village of Forest Park

County

Cook

Section Number

20-00116-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre Construction			Shop Drawing Review			Construction Observation			Construction Documentation			Material Testing (QA)		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	0.0																	
Engineer VI	77.50	0.0																	
Engineer V	67.99	6.0	1.69%	1.15	4	16.67%	11.33				2	0.99%	0.67						
Engineer IV	56.58	0.0																	
Engineer III	46.52	350.0	98.31%	45.74	20	83.33%	38.77	4	100.00%	46.52	200	99.01%	46.06	60	100.00%	46.52	2	100.00%	46.52
Engineer I/II	33.22	0.0																	
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	0.0																	
CAD Technician II	47.67	0.0																	
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 Intern	15.71	0.0																	
TOTALS		356.0	100%	\$46.88	24.0	100.00%	\$50.10	4.0	100%	\$46.52	202.0	100%	\$46.73	60.0	100%	\$46.52	2.0	100%	\$46.52

Local Public Agency

Village of Forest Park

County

Cook

Section Number

20-00116-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Closeout			Record Drawings														
		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	60	100.00%	46.52	4	100.00%	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 Itern	15.71																		
TOTALS		60.0	100%	\$46.52	4.0	100%	\$46.52	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency

Village of Forest Park

County

Cook

Section Number

20-00116-00-RS

Consultant (Firm) Name

Christopher B. Burke Engineering, Ltd.

Prepared By

Kevin Wilson

Date

1/10/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	11
START DATE	2/1/2022
RAISE DATE	1/1/2023

MONTHS

OVERHEAD RATE	132.36%
COMPLEXITY FACTOR	
% OF RAISE	2.00%

END DATE 12/31/2022

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2022	12/31/2022	11	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
Village of Forest Park	Cook	20-00116-00-RS

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 I/II	\$29.00	\$29.00
Environmental Resource Technician	\$41.50	\$41.50
Engineering Intern	\$15.71	\$15.71



September 24, 2021

TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

Mr. James F. Amelio
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 67,744
Construction Material Engineering
Jackson Boulevard
Forest Park, IL

Dear Mr. Amelio:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Material Engineering for the referenced project. The broad objectives of our work will be to conduct and interpret tests, and to report our findings as directed by Christopher B. Burke Engineering, Ltd.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course.
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
 - Perform laboratory compaction curve for each soil type used.
 - Determine density and thickness for core samples submitted by contractor.
 - Aggregate gradation and soundness analysis.
 - Perform compressive and flexural strength tests for concrete cylinders and beams.
 - Other tests, as required.

- **QA Manager Services**

- Review test results performed by our technicians in accordance with IDOT specification.
- Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes.
- Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation, and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Three Thousand One Hundred and Fifty Dollars (\$3,150.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Christopher B. Burke Engineering, Ltd. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather and contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2021.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions (as modified for CBBEL) which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

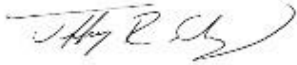
Mr. James F. Amelio
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: jamelio@cbbel.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey R. Schmitz, P.E.
Project Engineer

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING SERVICES

ITEM I FIELD SERVICES

A.	Material Tester I	Per Hour: \$	110.00
B.	Material Tester II	Per Hour: \$	112.00
C.	Transportation, Light Vehicle	Per Trip: \$	50.00
	<p>The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday. Increase hourly rate by 1.7 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.</p> <p>Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.</p>		
D.	Use of Nuclear Moisture/Density Gauge	Per Day: \$	50.00
E.	Pickup Concrete Test Samples		
	1. Fewer than 20 Cylinders at Grade Level	Per Trip: \$	100.00
	2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip: \$	150.00
F.	Structural Steel Test Equipment		
	1. Ultrasonic Flaw Detector	Per Day: \$	50.00
	2. Magnetic Particle Yoke	Per Day: \$	35.00
G.	Fire-Proofing		
	1. Cohesion Test Supplies	Per Day: \$	60.00
	2. Density Test	Each: \$	45.00

ITEM II LABORATORY SERVICES

A. Soils

1.	Compaction Curve to establish the Maximum Dry Unit weight and optimum water content		
a.	Modified (AASHTO T180, ASTM D1557)	Each: \$	210.00
b.	Standard (AASHTO T99, ASTM D698)	Each: \$	200.00
c.	Add for Methods B, C, or D	Each: \$	20.00

2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each: \$	20.00
b. Unconfined Compressive Strength	Each: \$	20.00
B. Portland Cement Concrete/Aggregates		
1. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each: \$	16.00
b. Spares/Handling Charge	Each: \$	16.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
2. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each: \$	19.00
b. Spares/Handling Charge	Each: \$	19.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
3. Concrete Beams for Flexural Strength Testing	Each: \$	50.00
4. Mortar Cubes		
a. Compressive Strength	Each: \$	19.00
b. 2" Cube Mold	Per Day: \$	8.00
5. Contractor Made Cylinders	Each: \$	30.00
a. Trim End of Specimen When Necessary	Additional: \$	10.00
6. Evaluation of Mortars for Plain & Reinforced Masonry		
a. Pre-Construction	Each: \$	350.00
b. Cement/Aggregate Ratio	Each: \$	50.00
7. Masonry Block Prisms	Each: \$	50.00
8. Sieve Analysis		
a. Washed w/200 Sieve	Each: \$	100.00
b. Unwashed	Each: \$	75.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each: \$	210.00
b. Washed	Each: \$	230.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two \$	210.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each: \$	100.00
4. Determining Asphalt Content by Ignition Oven:	Each: \$	110.00

5. Determining Asphalt Content by Ignition Oven
and Washed Gradation: Each: \$ 200.00

6. Bulk Density of Core Specimens Each: \$ 50.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal Per Hour: \$ 200.00

B. Registered Professional Engineer Per Hour: \$ 175.00

C. Graduate Civil Engineer Per Hour: \$ 150.00

D. Daily Engineering Services Per Hour: \$ 150.00

E. Transportation

1. Light Vehicle Trip Charge: \$ 50.00

2. Light Vehicle (Over 100 miles round trip) Per Mile: \$ 0.60

3. Public Transportation Cost + 10%

The above rates are valid through December 31, 2021.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	8	110.00	\$ 880.00
2	Material Tester I (Overtime)	Hour		165.00	\$ 0.00
3	Travel, Light Vehicle	Trip	2	50.00	\$ 100.00
4	Pickup Test Samples	Each	2	100.00	\$ 200.00
5	Concrete Test Cylinders (6" x 12")	Each	8	19.00	\$ 152.00
6	Concrete Test Cylinders (4" x 8")	Each		16.00	\$ 0.00
7	Sieve Analysis, Aggregate	Each		100.00	\$ 0.00
Subtotal					\$ 1,332.00

Estimate Basis – Two site visits to test and sample concrete placed for driveways (1 trip) and combination curb and gutter (1 trip).

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	8	110.00	\$ 880.00
2	Material Tester I (Overtime)	Hour		165.00	\$ 0.00
3	Travel, Light Vehicle	Trip	2	50.00	\$ 100.00
4	Pickup Test Samples	Each		100.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	2	50.00	\$ 100.00
6	Bituminous Concrete Extraction Analysis	Each		210.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		210.00	\$ 0.00
8	Density of Core Samples	Each		50.00	\$ 0.00
Subtotal					\$ 1,080.00

Estimate Basis – Two site visits to monitor the compaction of HMA mixes for the N50 binder and surface courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	4	175.00	\$ 700.00
2	QA Manager	Hour		150.00	\$ 0.00
Subtotal					\$ 700.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 3,112.00

RECOMMENDED BUDGET: \$ 3,150.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. ~~Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.~~

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

~~Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.~~

~~In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.~~

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

Local Public Agency

County

Section Number

Village of Forest Park

Cook

20-00116-00-RS

**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

See attached



SCOPE OF SERVICES

In order to successfully complete this project as outlined in our Project Understanding, CBBEL will perform or be responsible for the performance of the services outlined in the RFQ in connection with this project. CBBEL shall furnish qualified engineers, construction observers and/or technical personnel to perform these services. The following are the tasks that CBBEL will use for the Jackson Boulevard Resurfacing Project.

TASK 1 – PRE-CONSTRUCTION SERVICES

1. Review of Bidding/Contract Documents and Engineering Drawings.
2. Conduct Pre-Construction Meeting with Contractor, Village Staff, IDOT, School District Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the Contractor a list of proposed suppliers and subcontractors.
3. Attend and participate in Village Administered Project Informational Meeting with Impacted Property Owners and other Project Stakeholders (if required).
4. Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
5. Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.).
6. Review the construction schedule submitted by the Contractor for compliance with the contract.
7. CBBEL shall document all existing conditions with digital photographs and videotapes to insure that all disrupted areas have been restored per the plan or existing conditions.
8. Review the Inspector's Checklists provided through IDOT for contract line items including Erosion Control, Hot-Mix Asphalt, and concrete items.
9. Provide construction information so the Village will be able to update their website with construction updates.

TASK 2 – SHOP DRAWING REVIEW

1. Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
2. Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a

recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

TASK 3 – CONSTRUCTION OBSERVATION

LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

1. Verify construction layout performed by Contractor.
2. Coordinate with the CBBEL design engineer and Contractor to verify initial geometric controls.
3. Since the Contractor is responsible for construction staking, perform periodic measurements to assure the Contractor's construction staking and construction layout is accurate per plan.

CONSTRUCTION OBSERVATION

1. Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etc.).
2. Full-Time Construction Inspection of all Contract Work to ensure improvements are constructed safely with minimal impact on the public and in accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
3. Identification of Required Spot Curb/Gutter and Sidewalk Repairs within the Project Corridor.
4. Answering of questions and resolving issues and concerns from impacted property owners;
5. Ensure that Construction Completion Schedule is adhered to; review Contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the Contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. The Contractor is required to submit a revised schedule for approval prior to further payments being made.
6. Conduct Weekly Progress Meetings, if necessary.
7. Provide Weekly Progress Updates to Village Staff.

8. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
9. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
10. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

TRAFFIC CONTROL INSPECTION

Perform Traffic Control Inspection as outlined in Section 700: Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following in accordance with STP procedures:

- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on Form BC 726, Traffic Control Inspection Report.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
- If traffic control is in place during project suspensions, two drive-throughs per week will be performed.

If major deficiencies are observed, the Resident Engineer will notify the Contractor immediately and insure that the Contractor takes the appropriate actions as outlined in the contract documents.

TASK 4 – CONSTRUCTION DOCUMENTATION

CBBEL follows all IDOT guidelines and procedures for Construction Engineering, including, but not limited to, IDOT Construction Manual and IDOT Project Procedures Guide.

1. Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records.
2. Contract Administration/Documentation.
3. Quantity Measurement.
4. Maintain and update CMMS.
5. Field Office: No field office is anticipated for this work. Construction Engineer shall provide his/her own vehicle for use in the field at all times.
6. Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment.
7. Develop and Process Change Orders as necessary including Final Balancing Change Order.
8. Respond to any Requests for Information from the Contractor.

TASK 5 – MATERIAL QA TESTING

1. Performance of Quality Assurance Material Testing in conformance with IDOT requirements for QC/QA Material Testing.

The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both QC and QA subconsultants for compliance with the project specifications.

TASK 6 – POST-CONSTRUCTION/PROJECT CLOSE-OUT

1. Develop and ensure completion of "Punch List".
2. Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
3. Prepare final pay estimate and change order for the Village's approval.
4. Verify all necessary material inspection has been received and documented.
5. Submit the job box to the Village with all pertinent project information, including Record Drawings (see Task 7).

TASK 7 – RECORD DRAWINGS

1. Provide five (5) hard copies and one (1) electronic copy of the As-Built Topographical Survey and Engineering Drawings Detailing the "As-Built" conditions.

As detailed in our project understanding and project approach, we believe the CBBEL Team is uniquely qualified to provide Construction Engineering Services for the Village. The CBBEL Team has the specific expertise and commitment required for this resurfacing project. Our on-site team has years of experience inspecting and managing residential construction projects giving us the understanding and knowledge to communicate with the residents to ensure construction is completed with minimal disruptions.

Our Team's broad experience on the various engineering aspects of this project including all reconstruction work, adjacent asphalt roadway replacement, maintenance of traffic, and project documentation and close-out as well as the dedication to communication with affected area parties and agencies, will allow the upcoming project to be undertaken in a comprehensive, efficient, and cost effective manner to the benefit of the Village.



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Village of Forest Park	Cook	20-00116-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

PROJECT SCHEDULE

IDOT Letting: 4/29/22

Preconstruction Services: 5/22-6/22

Construction Observation/Documentation: 5/22-7/22

Project Closeout: 8/22-12/22

Local Public Agency	County	Section Number
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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				

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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 11/08/21

Method(s) used for advertisement and dates of advertisement

Village Website; posted 10/18/21

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

Moses Amidei (Village Administrator), Salvatore Stella (Director of Public Works), Letitia Olmsted (Finance Director)

Top three consultants ranked for this project in order

1	Christopher B. Burke Engineering, Ltd.
2	Gewalt Hamilton Associates
3	Engineering Resources Associates

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 type="checkbox"/>	<input checked="" type="checkbox"/>

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15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	LPA is a home rule community (Exempt from QBS).	<input 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	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. 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. 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. 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.
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.
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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



Regional Engineer

Jose Rios

Contract Number

61H38

District

1

Letting Date

4/29/22

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Municipality

Village of Forest Park

Route

FAU 1462

County

Cook

Project Number

PKQ9(260)

Job Number

C-91-094-21

Section Number

20-00116-00-RS

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency)

Date

Title

Applicants Name

Kevin Wilson, PE

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number

21-18290

See attached resume

Signature of Applicant

Date

1/10/21

Job Title of Applicant

Assist. Dept. Head, Construction Engineering

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature

Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



YEARS EXPERIENCE: 19
YEARS WITH CBBEL: 19

EDUCATION

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

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.059552, 2006

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 21-18290

Material Management of
Job Sites, IDOT

PROFESSIONAL DEVELOPMENT

IDOT QC/QA Courses:
Mixture Aggregate Technician
Course

Bituminous Concrete Level 1
Technician Course

Bituminous Concrete Level 2
Technician Course

Portland Cement Concrete
Level 1

Troxler Nuclear Gauge Safety
Training Class

STTP-S11 Hot Mix Asphalt
Field Inspection

STTP-S33 Soils Field Testing
and Inspection

TT – ADA/PROWAG

Kevin Wilson, PE

Assistant Department Head, Construction Engineering

Civil Engineer experienced in construction engineering serving as the Assistant Department Head of the Construction Department. 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, water main, sanitary sewer, storm sewer, streambank stabilization, and retaining wall construction. Civil design experience consists of resurfacing and reconstruction projects which have included water main, storm sewer, sanitary sewer, and combined sewer design.

CONSTRUCTION

Neighborhood Storage Project - Phase 1, Wilmette: Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 20.2 acre-foot StormTrap stormwater storage and detention facility and additional storm sewer ranging in size from 12" diameter to 60" diameter, and 3'x7' and 5'-6' RCP rectangular box storm sewer. Upon completion of the underground utilities, the neighborhood roadways were restored with new PCC curb, sidewalk, and driveways before HMA pavement resurfacing was completed. The proximity of the project to Highcrest Middle School and within Park District property led to a heightened need for communication and coordination with the various stakeholders. Enhanced community outreach included the use of Constant Contact, a project website, and EarthCam streaming video.

North Shore Avenue Sewer Separation, Lincolnwood: Resident Engineer responsible for the construction engineering and observation of storm sewer installation ranging in size from 12" to 60"; the purpose was to install a large diameter storm sewer system in a combined sewer area to reduce flooding and resident sewer backups. The project included a 60" storm sewer outfall to North Shore Channel; 256 feet of 60" storm sewer jacked in place under McCormick Boulevard; HMA pavement removal and replacement; and removal and replacement of PCC curb, sidewalk, and driveways. The project was funded by an MWRD grant and local funds.

Transmission Main Project, Lincolnwood: Engineering Manager and Resident Engineer (2019) responsible for the construction engineering and observation of the installation of approximately 14,000 lineal feet of 20" ductile iron water main, 4,000 lineal feet of 8" water main, and 387 lineal feet of horizontal directional drilling of 24" HDPE water main. The purpose of the project was to connect to a new water source in the City of Evanston and discontinue purchasing water from City of Chicago. Additional improvements to complete the project included storm sewer repairs; cured-in-place pipe liner; pavement patching and resurfacing; miscellaneous curb, sidewalk, and driveway repairs; landscaping; and mechanical improvements at the Village reservoir. Coordination was required with the City of Evanston, Village of Skokie, CTA, MWRD, and other various stakeholders.

Sherman Avenue Improvements, Evanston: Resident Engineer for Sherman Ave Improvements from Church St to Davis St. This streetscape project included ductile iron water main replacement, replacement of brick paver sidewalk with concrete sidewalks and brick ribbon, curb replacement, roadway resurfacing, roadway and decorative lighting replacements in Downtown Evanston. Responsibilities included construction observation, material inspection, public relations with business owners and residents, and contract documentation.

FAU Route 2853 (Chicago Avenue/Sheridan Road), Evanston: Resident Engineer for construction of Chicago Ave through downtown Evanston and Sheridan Rd through the Northwestern University Campus to the Wilmette Village limit. Net length of improvements was 1.87 miles; Chicago Ave included HMA resurfacing, Sheridan Rd included 3 to 4 lanes of PCC reconstruction with new protected bike lanes. New items related to protected bike lane included bicycle traffic signals and radar detection. Additional work included new traffic signals, ADA improvements, water main replacement, and landscaping. Project was on an accelerated schedule in order to accommodate Northwestern University school calendar and was funded with Federal, ITEP, and Local funds.

Twin Lakes Subdivision Sidewalk Improvements, Villa Park: Resident Engineer for construction of a new sidewalk in a subdivision with an existing rural ditch typical section. Sidewalk construction included approx. 74,000 SF of new PCC Sidewalk with ADA accessible crossings. Additional improvements included installation of pipe culverts, driveway replacements, and ditch regrading to accommodate new drainage patterns. A retaining wall was installed adjacent to the sidewalk in front of Target due to ROW space restrictions. Project was funded with Federal and Local Funds.

2016 Road Program, Wilmette: Resident Engineer responsible for construction engineering and observation for resurfacing or rehabilitation of 5,050 LF of roadways throughout the Village. Roadway construction included approx. 14,000 SY of HMA partial depth resurfacing, and approx. 1,300 SY of brick pavement reusing existing brick pavers. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary. Project was funded with MFT and Local Funds.

FAP Route 326 (IL 47), IDOT, Yorkville: Providing Phase III assistance to IDOT Resident Engineer and Inspectors from 2012-2015. Serving as Assistant Resident Engineer responsible for construction documentation and observation; managed CBBEL and subconsultant staff that assisted with documentation and observation. Project included 5.04 km of pavement reconstruction, lane additions, storm sewer, traffic signals, and other work along IL Route 47 from just north of IL Route 71 continuing northerly to just north of US Route 34.

ADA Ramp Program, CDOT: Resident Engineer responsible for construction engineering and observation of replacement of previously constructed ADA ramp locations not meeting CDOT ADA requirements. Far South Area included 12 ramp locations and South Area included 40 locations. CDOT QC/QA requirements for ADA ramp replacements were followed. Engineering responsibilities included submittal review, daily observation, measurement of quantities, pay estimates, coordination of material inspection, and documentation on CDOT's online web system.

Book Road LAPP Resurfacing, Naperville: Resident Engineer responsible for construction engineering and observation for resurfacing of Book Rd from 111th St to 87th St Roadway construction included 3.07 miles of partial-depth asphalt pavement. Resurfacing required approx. 2,700 tons of Polymer HMA N50 Leveling Binder and 6,300 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new sidewalk ramps meeting ADA standards at all roadway crossings within the project limits.

Road and Relief Sewer Project, Wilmette: Project Engineer and Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of partial depth resurfacing of over 1.1 total miles of various residential roadway improvements. Utility construction included 600' of 18" sanitary sewer removal and replacement, 396' of 18" Relief Sewer, 768' of 24" Relief Sewer, 984' of 42" Relief Sewer, 14 Relief Sewer manholes and a 10' diameter junction chamber. Project was funded using MFT and Local Funds.

Conway Park Sidewalk Improvements, Conway Park Owners Association, Lake Forest: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of constructing a 36,000 SF sidewalk to provide a continuous walking path throughout the Conway Park office park corridor. Additional improvements included removing and replacing curb and gutter, improving handicap accessibility, pavement markings, and landscaping regarding and restoration.

Glenview Road Resurfacing, Wilmette: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of resurfacing over 0.5 miles asphalt pavement. Additional improvements included curb and gutter spot repairs, sidewalk replacement, and PCC Driveway replacement. Detector loop replacement was coordinated with CCHD. Project was funded using ERP funds.

95th Street LAPP Resurfacing, Naperville: Resident Engineer responsible for construction engineering and observation for resurfacing of 95th St from Plainfield-Naperville Rd to IL Route 59. Roadway construction included approx. 67,100 SY of partial-depth asphalt pavement. Resurfacing required approx. 3,600 tons of Polymer

HMA N50 Leveling Binder, and 6,200 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new ramps meeting ADA standards.

2010 Road Program, Wilmette: Resident Engineer responsible for construction engineering, layout, and observation for reconstruction and resurfacing of various streets. Roadway construction included approx. 1.03 total miles of various residential roadway improvements. Utility construction included 845 LF of combination sewer removal and replacement, reconnecting existing sewer services, and manhole removal and replacement. Roadway improvements included curb and gutter removal and replacement, driveway removal and replacement, landscaping and pavement markings.

10th Street/Wilmette Avenue ARA Resurfacing, Wilmette: Resident Engineer responsible for construction engineering and observation for resurfacing of 10th St and Wilmette Ave. Roadway construction included approx. 12,000 SY of HMA resurfacing, curb and gutter spot repairs, sidewalk improvements with new ramps meeting ADA standards, and various other roadway improvements.

Arrowhead Subdivision Roadway Improvements, Algonquin: Resident Engineer responsible for construction engineering and observation. Roadway construction included approx. 18,000 SY of full-depth asphalt pavement, curb and gutter construction, and various other roadway improvements. Utility construction included approx. 6,000 LF of storm sewer, 2,500 LF of water main, and additional drainage improvements where necessary.

Huntington Drive North Resurfacing (ARRA), Algonquin: Resident Engineer responsible for construction engineering and observation. Roadway construction included approx. 15,500 SY of partial depth resurfacing, and approx. 1,900 SY of HMA pavement patching. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary.

2009 LAPP Program (Various Streets), Algonquin: Resident Engineer responsible for construction engineering and observation for resurfacing and reconstruction of various streets throughout the Village. Roadway construction included approx. 64,000 SY of partial depth resurfacing, 6,400 SY of full-depth reconstruction, and HMA pavement patching. Additional improvements included reconstruction of driveways, sidewalks, curb and gutter, and detector loop installation. Reconstruction of Bunker Hill Dr was completed at night in order to minimize impact to the traveling public.

Randall Road and Huntington Drive Traffic Signal Modernization, Algonquin: Resident Engineer responsible for construction engineering and observation for installation of timed pedestrian signals and crosswalk improvements at the intersection of Randall Rd and Huntington Dr. Project was located within McHenry County ROW and required coordination between the Village and the County.

2009 MFT Street Program, Algonquin: Resident Engineer responsible for construction engineering and observation for resurfacing of Butterfield Dr and Providence Dr. Roadway construction included HMA pavement patching, and approx. 4,700 SY of hot-in-place heater scarifying of existing pavement before HMA surface course placement.



Certificate of Proficiency

This certificate is awarded to

Kevin Edward Wilson

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 21-18290

Effective Date: 2/15/2021

Expiration Date: 2/15/2025

Professional Development Hours: 14

A handwritten signature in black ink that reads 'Tim Kell'.

Tim Kell - Engineer of Construction

A handwritten signature in black ink that reads 'Gregory J. Renshaw'.

Gregory J. Renshaw, P.E. - Senior Research Engineer ICT



Regional Engineer

Jose Rios

Contract Number

61H38

District

1

Letting Date

4/29/22

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Municipality

Village of Forest Park

Route

FAU 1462

County

Cook

Project Number

PKQ9(260)

Job Number

C-91-094-21

Section Number

20-00116-00-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor

Date

1/10/21

Applicants Name

Brad Bahn, PE

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 19-15163.

See attached resume.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775

Date



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*



Certificate of Proficiency

This certificate is awarded to

Brad Steven Bahn

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 19-15163
Effective Date: 1/10/2019
Expiration Date: 1/10/2023
Professional Development Hours: 18

A handwritten signature in black ink, reading 'Paul A. Loete', positioned above a horizontal line.

Paul A. Loete, P.E. – Director of Highways PI/Chief Engineer

A handwritten signature in black ink, reading 'Gregory J. Renshaw', positioned above a horizontal line.

Gregory J. Renshaw, P.E. - Senior Research Engineer ICT

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
LITE SOFTWARE MAINTENANCE AGREEMENT WITH
AMERICAN COMPUTER & COMMUNICATIONS, INC.
FOR THE TELE TICKET LITE J.U.L.I.E. SOFTWARE FOR
THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") currently operates the Tele Ticket Lite J.U.L.I.E. Software; and

WHEREAS, the Village desires to contract for continued maintenance of the Tele Ticket Lite J.U.L.I.E. Software necessary for the Village to perform essential governmental functions; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for continued services and support for the Tele Ticket Lite J.U.L.I.E. Software; and

WHEREAS, the Village has received a satisfactory proposal for continued services and support for the Tele Ticket Lite J.U.L.I.E. Software from American Computer & Communications, Inc. ("ACC"), and has negotiated a satisfactory Licensed Software Maintenance Agreement between the Village of Forest Park, Illinois, and ACC for the continued services and support for the Tele Ticket Lite J.U.L.I.E. Software (the "Agreement").

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase of and negotiate a satisfactory Agreement with ACC to be therein described on the terms and conditions therein provided.

Section 3: The Village hereby approves the Agreement with ACC substantially in the form attached hereto as Exhibit A, with such insertions, omissions and changes as shall be approved by the Village as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein the execution of such documents being conclusive evidence of such approval and subject to ACC executing and providing the Village the Certification attached hereto as Exhibit B.

Section 4: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 28th day of March, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 28th day of March, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of March, 2022.

Vanessa Moritz, Village Clerk

EXHIBIT A

**LICENSED SOFTWARE MAINTENANCE RENEWAL AGREEMENT
WITH AMERICAN COMPUTER & COMMUNICATIONS, INC.
FOR THE TELE TICKET LITE J.U.L.I.E. SOFTWARE
FOR THE VILLAGE OF FOREST PARK, ILLINOIS**



AMERICAN COMPUTER & COMMUNICATIONS

10220 S. Roberts Road - Palos Hills, IL 60465 - 1-800-841-0596

"Dedicated Service since 1984"

Web: www.acc-americancomputer.com

Email: info@acc-americancomputer.com

Phone: 800-841-0596 - Fax: 708-633-1456

Service

On-site
Depot
Remote Support
PC's
Apple Systems
Printer Repair

Sales

Fileservers
PC's
Apple
Notebooks
Peripherals
Laser Printers
Dot Matrix
TelePrinters

Networking

Custom cabling
Wireless
LAN
Wan
VPN
Service
Novell Netware
Ms Exchange
MS Server
Firewall
Configurations

Consulting

Service/support
Contracts
Network design
Remote access

OneCall

RO Printers
Teleticket
Software

March 18, 2022

Forest Park, Village of
517 Des Plaines Ave.
Forest Park, IL 60130
Attn: Rory Hoskins

RE: **Tele / Ticket** Lite Software Maintenance Agreement Renewal

Dear Rory:

Thank you for choosing American Computer & Communications (ACC) for your One Call needs. At ACC, our commitment to customer service is complimented by our relentless pursuit of new and innovative solutions to our clients needs. Our knowledgeable trained support staff is always available to assist you, insuring your decision to lease or purchase from ACC is one of the best business decisions you will make this year. In fact, service after the sale is what has enabled ACC to grow with our clients for over 30 years. Given the opportunity, I am confident that ACC will constantly prove to you that indeed, we are the premier One Stop – One Call source.

Based on this commitment we would like to inform you that the Maintenance Agreement for your **Tele / Ticket** Lite Software will expire on March 31, 2022.

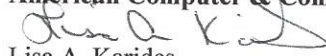
The **ACC Maintenance Agreement** is the most comprehensive service offered. Features included in this service are unlimited toll free phone support, preferred scheduling depot service, unlimited remote re-programming, unlimited remote system checks, loaner equipment, free freight charges for loaners and depot service and complete "as good or better" component replacements.

The One Year annual rate for maintenance on the above system is \$675.00. Also available is a 3-year Agreement. Please consider this proposal and call me at (630) 440-6912 if you have any questions or comments.

Upon your approval and signature of the enclosed agreement, please return it along with your payment in the enclosed envelope. Do not remove any of the copies, as we must also sign the agreement and then return a fully executed copy to your attention. To facilitate the implantation of the Maintenance Agreement, you may choose to bill the contract to a credit card. We accept Visa, MasterCard, American Express and Discover.

Thank you again for choosing American Computer & Communications, I wish you continued success and look forward to hearing from you in the very near future.

Respectfully,
American Computer & Communications


Lisa A. Karides
In-house Sales

** Prices are subject to change without notice.*

Tele Ticket

SUPPORT / TRAINING FEE SCHEDULE

ALL NON CONTRACT SERVICE TO BE BILLED TO MAJOR CREDIT CARD

		Included in Platinum Maintenance	Price *
Patches	▪ Software patches (Updates)	YES	\$ 400.00 - \$ 800.00
Upgrades	▪ System Upgrades (Additional Features)	NO	BILLABLE
Restoration	▪ TeleTicket System Restoration (Customer is responsible for supplying backed up data)	YES	\$ 500.00
Telephone Support	▪ Hardware / Software ½ hour minimum	YES	\$ 175.00 /hour
	▪ Additional ½ hour increments	YES	\$ 75.00
On Site Labor	▪ On site service call includes travel time	YES	\$ 210.00/ hour
Travel Fee	▪ Incurred expenses (Meals, Travel, Lodging) related to On Site service call	NO	Actual
Depot Bench Fee	▪ Evaluation	YES	\$ 100.00
Depot Repair	▪ Per hour	YES	\$ 175.00
Depot Parts	▪ Hardware parts	YES	As Required
Depot Inbound Shipping	▪ All inbound freight is the responsibility of the customer	YES	Customer
Depot Outbound Shipping	▪ Delivery	YES	Actual
Depot Handling Fee	▪ Handling	YES	\$ 40.00
Loaner Equipment PC	▪ Data and settings to be restored by customer via tape back up	YES	\$ 950.00
Loaner Equipment Monitor	▪ 17" SVGA Monitor	YES	\$ 50.00
Loaner Equipment Printer	▪ Impact printer	YES	\$ 50.00
Loaner Equipment Outbound Shipping	▪ Outbound freight costs incurred in transport of loaner equipment to the customer	YES	Actual
Loaner Equipment Handling	▪ Outbound handling costs incurred in transport of loaner equipment to the customer	YES	\$ 20.00
The Items below are available but NOT as part of the ACC Platinum Maintenance Agreement			
Programming	▪ Programming per project	NO	QUOTE
Additional License	▪ Allow additional users to access your networked TeleTicket application	NO	\$ 950.00
Installation	▪ Installation / Training Dispatcher and Locator (2 days) per location Incurred expenses (Meals, Travel, Lodging)	NO	\$ 2240.00 + Expenses
On Site Training	▪ Dispatcher and Locator (1 day) per location	NO	\$ 880.00 + Expenses
	▪ Incurred expenses (Meals, Travel, Lodging)		
Tele Training (Internet & Phone connection required)	▪ Telephone training 1 hour	NO	\$ 300.00
	▪ Additional ½ hour increments	NO	\$ 150.00
* Due to cost fluctuations in the computer industry, all prices and fees are subject to change without notice			

ALL NON CONTRACT SERVICE TO BE BILLED TO MAJOR CREDIT CARD AT THE TIME OF INITIAL CONTACT

Tele Ticket PLATINUM SERVICE

MAINTENANCE AGREEMENT COVERAGE

▪ Installation of new equipment / peripherals / software / updates / upgrades	BILLABLE
▪ Unlimited Toll Free Telephone Support <i>business hour</i>	YES
▪ Preferred On Site Service <i>business hour</i>	YES
▪ Preferred Depot Service <i>as needed</i>	YES
▪ Loaner Equipment for Depot Service	YES
▪ Travel Charges <i>50 mile radius of Chicago</i>	YES
▪ Unlimited Labor <i>business hour</i>	YES
▪ Network Support <i>cable, connections, hubs, Operating System</i>	YES
▪ Tele / Ticket Support (Locator & Host)	
Unlimited Telephone Support	YES
Remote Application Support	YES
Application Fixes	YES
Application Upgrades	BILLABLE
▪ Monitors	
Loaner	YES
Parts	YES
Labor	YES
As Good or Better Replacement	YES
▪ Keyboards	
Loaner	YES
Parts	YES
Labor	YES
As Good or Better Replacement	YES
▪ Mice	
Loaner	YES
Parts	YES
Labor	YES
As Good or Better Replacement	YES
▪ Internal Computer Component	
Labor	YES
▪ PARTS REPLACEMENTS	
Video Card	YES
Diskette Drive	YES
Controller Card	YES
Hard Drive	YES
Tape Drive	YES
Zip Drive	YES
CD ROM Drive	YES
Modem	YES
CPU	YES
Motherboard	YES
Sound Card	YES
RAM Memory	YES
Network Card	YES
• Virus	
Scan / Clean up	YES
Data Recovery Attempt <i>(Not guaranteed)</i>	YES
System Reconfiguration after Hardware Replacement	YES
Software Reload after Hardware Replacement	YES
▪ Data Recovery Attempt after Hardware Replacement <i>(Not guaranteed)</i>	YES
▪ Network Reconfiguration after Hardware Replacement	YES
▪ Printer Component Hardware Replacement	
Paper Feed Rollers	YES
Fusers	YES
LED	YES
Labor	YES
Consumables	DISCOUNTED

"As Good or BETTER" Replacements (we will replace any component with components of as good or better quality/capacity at no additional charge)

EXHIBIT B

CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by American Computer & Communications, Inc. (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Forest Park in entering into the contract with the Contractor. The Village of Forest Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
American Computer & Communications, Inc., and as such, hereby represent and warrant to the
(Name of Contractor)
VILLAGE OF FOREST PARK, a municipal corporation, (hereinafter the "Village") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

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

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

officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

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

Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

(H) the Contractor shall comply with any and all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130 *et seq.*

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

Dated: _____, 2022

Contractor: AMERICAN COMPUTER & COMMUNICATIONS, INC.

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

STATE OF _____)
_____) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)

of American Computer & Communications, Inc., appeared before me this day in person and,
(Name of Contractor)

being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2022

Notary Public

RESOLUTION NO. R-_____ -22

**RESOLUTION AUTHORIZING THE EXECUTION OF
PAY REQUEST #2 (FINAL) FOR THE JACKSON AND AUSTIN
METER VAULT REPAIRS PROJECT TO GENCO INDUSTRIES, INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the construction contract for the Jackson and Austin Meter Vault Repairs Project ("Project") to Genco Industries, Inc. ("Contractor"); and

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

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

WHEREAS, the Village will be obligated to make a payment on Pay Request #2 (Final) to Contractor in the amount of Sixty-Three Thousand Nine Hundred Twenty and 00/100 Dollars (\$63,920.00); and

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

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

Section 1. The 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 #2 (Final) to Contractor in the amount of Sixty-Three Thousand Nine Hundred Twenty and 00/100 Dollars (\$63,920.00) 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 28th day of March, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 28th day of March, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of March, 2022.

Vanessa Moritz, Clerk

GENCO INDUSTRIES, INC.
JACKSON AND AUSTIN METER VAULT REPAIRS PROJECT
PAY REQUEST #2 (FINAL)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 16, 2022

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

Attention: Salvatore Stella
Director of Public Works

Subject: Jackson and Austin Meter Vault Repairs
Pay Request #2 & FINAL
(CBBEL Project No. R01.150.00176)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #2 & FINAL submitted by Genco Industries, Inc. in the amount of **\$63,920.00** for the work completed so far. The payment will be:

1.	Contract Amount	\$	173,450.00
2.	Work Completed to Date	\$	173,450.00
3.	Less Previous Payments	\$	109,530.00
4.	Less No Retainage	\$	0.00
5.	Amount Due	\$	63,920.00

We recommend payment in the amount of **\$63,920.00** to Genco Industries, Inc.

Please find enclosed the invoice and waiver of lien. If you have any questions or concerns, please contact me at (847) 823-0500.

Sincerely,

James Amelio, PE
Senior Project Manager

Genco Industries, Inc.
13610 Kenton Ave.
Crestwood, IL 60418

Invoice/Pay Request

Page 1 of 1

Project: Forest Park - Meter Vault

Period: 3/15/2022

Request No.: 2

Invoice No.: 213202

Engineer: Christopher Burke

Genco Job No.: 2132

#	Description of Work	Units	Qty	Unit Price	Contract Amount	Previous Qty	Previous Amt	Quantity this Period	Amount this Period	Qty to Date	%	Completed to Date
	PCC sidewalk	SF	50	32.20	1,610.00	50.00	1,610.00		0.00	50.000	100.000	1,610.00
	Sidewalk removal	SF	50	6.90	345.00	50.00	345.00		0.00	50.000	100.000	345.00
	Traffic Control	LS	1	9,300.00	9,300.00	1.00	9,300.00		0.00	1.000	100.000	9,300.00
	Concrete barriers	LS	1	6,100.00	6,100.00	1.00	6,100.00		0.00	1.000	100.000	6,100.00
	Class D Patch, Special	Sy	70	223.00	15,610.00	70.00	15,610.00		0.00	70.000	100.000	15,610.00
	Comb Curb & Gutter	FT	40	130.00	5,200.00	40.00	5,200.00		0.00	40.000	100.000	5,200.00
	Pavement Markings	LS	1	1,610.00	1,610.00	1.00	1,610.00		0.00	1.000	100.000	1,610.00
	Parkway Restoration	LS	1	2,390.00	2,390.00	1.00	2,390.00		0.00	1.000	100.000	2,390.00
	Sump Pump R&R	LS	1	2,350.00	2,350.00	1.00	2,350.00		0.00	1.000	100.000	2,350.00
	10" Meter R&R	LS	1	8,000.00	8,000.00		0.00	1.000	8,000.00	1.000	100.000	8,000.00
	10" Piping R&R	LS	1	3,350.00	3,350.00		0.00	1.000	3,350.00	1.000	100.000	3,350.00
	Conduit in Vault	LS	1	3,910.00	3,910.00	1.00	3,910.00		0.00	1.000	100.000	3,910.00
	Vault Lighting	LS	1	1,380.00	1,380.00	1.00	1,380.00		0.00	1.000	100.000	1,380.00
	Check Valve R&R	EA	2	17,000.00	34,000.00		0.00	2.000	34,000.00	2.000	100.000	34,000.00
	Removal of Pvmt, Slab, Beams	LS	1	18,690.00	18,690.00	1.00	18,690.00		0.00	1.000	100.000	18,690.00
	Reinforced Concrete Slab	LS	1	24,950.00	24,950.00	1.00	24,950.00		0.00	1.000	100.000	24,950.00
	Manhole Access Lid	LS	1	2,975.00	2,975.00	1.00	2,975.00		0.00	1.000	100.000	2,975.00
	Access Hatch	LS	1	5,400.00	5,400.00	1.00	5,400.00		0.00	1.000	100.000	5,400.00
	Temporary Shoring	LS	1	10,230.00	10,230.00	1.00	10,230.00		0.00	1.000	100.000	10,230.00
	Bonds and Insurance	LS	1	3,250.00	3,250.00	1.00	3,250.00		0.00	1.000	100.000	3,250.00
TOTALS-CONTR					160,650.00		115,300.00		45,350.00		100.000	160,650.00
<u>EXTRAS/CREDITS</u>												
	2" Sch 80 PVC Sump Discharge	LS	1	1,200.00	1,200.00	1.00	1,200.00		0.00	1.00	100.00	1,200.00
	Soil Testing	LS	1	5,200.00	5,200.00	1.00	5,200.00		0.00	1.00	100.00	5,200.00
	2 - 10" Gate Valves	LS	1	6,400.00	6,400.00		0.00	1.00	6,400.00	1.00	100.00	6,400.00
TOTALS-CHANGES					12,800.00		6,400.00	1.00	6,400.00		100.00	12,800.00
GRAND TOTALS					173,450.00		121,700.00		51,750.00		100.000	173,450.00
							Previous		This Per			Total to Date
Original Contract		160,650.00					Amount Requested	121,700.00	51,750.00			173,450.00
Extras to Contract		12,800.00					Less Retn - 10%	12,170.00	-12,170.00			
Total Contr & Extras		173,450.00					Net Amount Earned	109,530.00	63,920.00			173,450.00
Credits to Contract							Amount of Prev Pmts					109,530.00
Net Amount of Contr		173,450.00					Amount Due This Pmt	109,530.00	63,920.00			63,920.00

FINAL WAIVER OF LIEN

STATE OF **ILLINOIS**
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by **Village of Forest Park** to furnish **Labor and Materials** for the premises known as **Austin and Jackson Meter Vault Repairs** of which **Village of Forest Park, IL** is the owner.

THE undersigned, for and in consideration of **Sixty Three Thousand Nine Hundred Twenty and 00/100 (\$63,920.00)** Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of **ILLINOIS** relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this **15th** day of **March**, 2022.

Genco Industries, Inc. / Martin Trokey / President

Signature : _____

A handwritten signature in blue ink, appearing to read "Martin Trokey", is written over a horizontal line.

RESOLUTION NO. R-_____-22

**RESOLUTION AUTHORIZING THE EXECUTION OF
PAY REQUEST #2 (FINAL) FOR THE JACKSON AND AUSTIN
METER VAULT REPAIRS PROJECT TO BURKE, LLC**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the engineering contract for the Jackson and Austin Meter Vault Repairs Project ("Project") to Burke, LLC ("Contractor"); and

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

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

WHEREAS, the Village will be obligated to make a payment on Pay Request #2 (Final) to Contractor in the amount of Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$9,250.00); and

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

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

Section 1. The 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 #2 (Final) to Contractor in the amount of Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$9,250.00) 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 28th day of March, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 28th day of March, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of March, 2022.

Vanessa Moritz, Clerk

BURKE, LLC
JACKSON AND AUSTIN METER VAULT REPAIRS PROJECT
PAY REQUEST #2 (FINAL)



Design / Build

BURKE, L.L.C.

9575 West Higgins Road • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

March 16, 2022

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

Attention: Sal Stella, Director of Public Works

Subject: Pay Request No. 2
Austin and Jackson Meter Vault Repair Project
Village of Forest Park
(Burke, LLC Project No. 01-150-176)

Dear Mr. Stella:

Enclosed is Burke, LLC's Pay **Request No. 2** for our work on the Austin and Jackson Meter Vault Repair Project. The current pay request totals **\$9,250.00**. The following table summarizes the billing:

DESCRIPTION	AMOUNT
Total Contract Amount	\$ 25,000.00
Total Work Completed To Date	\$ 25,000.00
Less No Retention	\$ 0.00
Previous Payments	\$ 15,750.00
Payment This Date	\$ 9,250.00

Please process this pay request at your earliest convenience. If you have any questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE
Principal

FINAL WAIVER OF LIEN

B BURKE, LLC
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
Tel (847) 823-0500 Fax (847) 823-0520

STATE OF ILLINOIS)
)SS

COUNTY OF COOK)
TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Forest Park
to furnish Construction Management Services
for the premises know as Austin and Jackson Meter Vault Repair Project
of which Village of Forest Park is the owner.

The undersigned, for an in consideration of Nine Thousand Two Hundred Fifty Dollars and No Cents
(\$ 9,250.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to an 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 March 16, 2022 COMPANY NAME Burke, LLC
ADDRESS 9575 W. Higgins Road, Rosemont, Illinois 60018
SIGNATURE AND TITLE [Signature] Principal

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

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:
THE UNDERSIGNED, (NAME) James Amelio BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Principal OF
(COMPANY NAME) Burke, LLC WHO IS THE
CONTRACTOR FURNISHING Construction Management WORK ON THE PROJECT
LOCATED AT Austin and Jackson Meter Vault Repair Project
OWNED BY Village of Forest Park

That the amount of the contract including extras* is \$ 25,000.00 on which he or she has received or requested payment of
\$ 15,750.00 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:

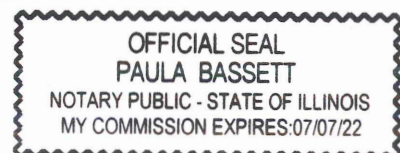
Names & Addresses	What For	Contract Price Inclg Extras*	Amount Paid	This Payment	Balance Due
Burke, LLC, 9575 W. Higgins Rd, Rosemont IL	Construction	\$ 25,000.00	\$ 15,750.00	\$ 9,250.00	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 25,000.00	\$ 15,750.00	\$ 9,250.00	\$ -

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 March 16, 2022 SIGNATURE: [Signature]
SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF March, 2022

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

[Signature]
NOTARY PUBLIC



**TRAILS
ENTERTAINMENT
CENTER'S**



GROUP RESERVATION CONTRACT

Enchanted Castle™
RESTAURANT & ENTERTAINMENT COMPLEX

1103 S. Main Street, Lombard, IL 60148
630-953-7860 EXT: 108 / FAX: 630-953-2453



Visit our other GREAT parks: Haunted Trails in Joliet & Burbank

DATE:	Friday, June 10, 2022		ARRIVAL TIME:	11am		DEPART. TIME:	3pm	
ORGANIZATION:	Howard Mohr Community Center/Village of Forest Park							
CONTACT:	Brenda Powers				TITLE:	Director of Child Care		
PHONE:	(708) 771-7737		CELL:			FAX:		
ADDRESS:	7640 Jackson Blvd				EMAIL:	bpowers@forestpark.net		
CITY:	Forest Park				STATE:	IL	ZIP CODE	60130
AGES:		STATE TAX EXEMPT #:		MONTH:		YEAR:		N/R: R

PLEASE NOTE: State of Illinois requires a tax exempt letter or certificate must be in our possession prior to the event date or sales tax must be charged. No refunds for sales tax will be provided after the event. Certificates are valid for 5 years. Please provide new certificate whenever renewed. Thank you.

BOOKED BY:	Jen Kuikman 630-953-7860 X 108				DATE BOOKED:	3/11/2022		
PACKAGE:	GREAT TIME				MIN. # GUESTS:	15	MAX.#:	
ITEMS INCLUDED IN PACKAGE:				QUANTITY	UNIT PRICE	TOTALS		25 % DEPOSIT
2 Slices of Cheese pizza and a 12oz soda				75	\$ 24.95	\$ 1,871.25		MAKE PAYMENT TO EXT. 100
\$10 Game Play						\$ -		
All U Can Play up to 4hr Bumper Cars, Catapult Ride, Lazer Frenzy, Go Karts, Laser Tag, Play Area, Mini Golf, & Select Video Games						\$ -		\$467.81
Chaperones						\$ -		DUE DATE:
Discounted Chaperones				10		\$ -		
management reserves the right to schedule your activities when at our facility. Many variables such as employee shortages, number of guests and groups arrival/departure times play a role in our ability to ensure you have an enjoyable experience. We appreciate your support and understanding.						\$ -		5/10/22
						\$ -		
TOTAL COST:						\$ 1,871.25		TOTAL BALANCE IS DUE DAY OF EVENT
+TAX UNLESS TAX EXEMPT NUMBER PROVIDED								

<input checked="" type="checkbox"/> ALL CHEESE PIZZA	<input type="checkbox"/> DRINK CHOICE	pepsi	<input type="checkbox"/> NO FOOD
		pink lemonade	

Your dining time will be scheduled by our restaurant management, prior to your arrival. Many variables such as the number of guests and groups, their arrival/departure times all play a role in our scheduling process. Prices subject to change stated otherwise in contract.

<p>CASTLE GO KARTS - 54" tall to drive</p> <p>LASER TAG-42" tall to play</p> <p>QUEST II: KIDS ADVENTURE- must be under 54" tall to enter socks required</p> <p>9 HOLE BLACK KNIGHT MINI GOLF</p> <p>LASER FRENZY</p> <p>CATAPULT RIDE- 36" tall to ride</p> <p>JOUST- A- BOUT BUMPER KARS - (42" tall to ride)</p> <p>HIGHWAY 66 BOWLING</p> <p>SELECT VIDEO GAMES</p>	<p>NOTES/COMMENTS:</p> <p>PLEASE CONTACT RESERVATION AT EXT: 100 3 DAYS PRIOR WITH FINAL COUNT</p> <p>We are not responsible for lost or stolen belongings. Please limit what you bring and keep the items with you at all times. They can NOT be left in party room.</p> <p>Chaperones receive 2 Slices of Pizza & 12 oz. Soft Drink based on a ratio of 1 chaperone per 8 children on food package.</p> <p>MULTI-BOOKING INCENTIVE: Additional \$2 FREE GAME PLAY on your second and all subsequent visits to any parks within the same calendar year.</p> <p>ALL GROUPS MUST PAY IN FULL DAY OF EVENT. WE ACCEPT ALL MAJOR CREDIT CARDS, COMPANY CHECK OR CASH.</p>
---	--

Please note that this contract is subject to the guidelines and restrictions listed on the reverse side of this page. Upon reading both sides of this contract, please sign and forward a signed copy along with your deposit to the appropriate location with which you have booked.

Jen Kuikman

3/11/2022

(DATE)

TRAILS ENTERTAINMENT CENTERS

(DATE)

Date of Trip <u>Wed</u> <u>3/23/22</u>	Lakeview Bus Lines Inc. 2400 Maywood Drive Bellwood, Illinois 60104 708 234 5555 708 234 5563 Fax lakeview.charters@yahoo.com	Order Number 68891 Confirmation Sent <u>YES</u> <u>3/15</u> P O #:						
CUSTOMER'S NAME & ADDRESS <u>Howard Mohr C. C.</u> <u>Forest Park</u>		CONTACT PERSON Name: <u>Brenda P</u> Phone: _____ Cell: _____ Email/Fax: _____						
# of Vehicles: <u>1</u> PICK UP TIME: <u>10:00 am</u> LEAVE Drop Off Location TIME: <u>1:15 pm</u> RETURN TIME TO CUSTOMERS LOCATION: _____		STARTING MILEAGE: _____ ENDING MILEAGE: _____ TOTAL MILEAGE: _____ TOLLS: YES NO # of Tolls						
Leave base Arrive at site Leave Time Arrive Dest Leave Dest. A.A.Base	DRIVER(S) ASSIGNED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">BUS #</td> <td style="width: 33%;">BUS #</td> <td style="width: 33%;">BUS #</td> </tr> <tr> <td>Transponder #</td> <td>Transponder #</td> <td>Transponder #</td> </tr> </table>		BUS #	BUS #	BUS #	Transponder #	Transponder #	Transponder #
BUS #	BUS #	BUS #						
Transponder #	Transponder #	Transponder #						
Name of Group: <u>Howard Mohr Comm. Cntr.</u> PICK UP LOCATION: <u>7640 Jackson Blvd.</u> <u>Forest Park</u> DROP OFF LOCATION: <u>Lazer X</u> <u>1455 W. Lake St.</u> <u>Addison</u>								
Special Instructions for Drivers: <u>Plu on Jackson</u> <u>facing EAST</u> <u>Screen</u> <u>Clean</u>		Cost of Trip: <u>295.00</u> Fuel Charge: _____ Tolls/Other Fees: <u>8.05 + 52.15</u> Total Per Bus: _____ TOTAL INVOICE DUE: <u>355.20</u> Payable at time of Service						
Emergency Phone Numbers: Barbara Meistas 708-830-0236 Charters/Athletics/Field Trips 708 234 5555 lakeview.charters@yahoo.com # 3								
Bus was cleaned after trip by: _____ Driver Signature making sure all work is completed	Trip order must be signed by Customer Customer Signature: <u>[Signature]</u> <u>3/18/22</u>							
Lakeview Bus Lines, Inc. is not responsible for any articles left on the vehicle. CANCELLATION FEES: Bds cancelled within 24 hours \$75.00 Bus cancelled on the way to site: \$95.00 Bus cancelled at site: \$110.00								

Name: Brenda Powers
Email: bpowers@forestpark.net
Phone: (708) 771-7737
Event Date: Friday, 07-08-2022

Last Modified Date: 03-14-2022 02:07 PM
Booking Id Number: 0062R00000xMOldQAO
Sales Person: Lee Anne Tilley
Phone: (214) 530-5116
Email: leeanne.tilley@daveandbusters.com

Howard Mohr Community Center



Guests 65 Adult Guests 10 Total Guests 75

Dave & Buster's Address

Event Date

Event Area

Set Up

9870 Berwyn Street, Rosemont, IL 60018

Fri, July-8-2022

11:00 AM to 02:00 PM

Function Room 1&2

Banquet

EAT & DRINK:

Proposal Only

1 @ \$0.00

\$0.00

PROPOSAL ONLY: Please review this proposal as an example of the food and fun we can provide for your event! Note that anything you see here can be modified in any way that you'd like. Please let us know if what's listed doesn't meet your price point, event needs, or preferences! We pride ourselves on being flexible, so don't hesitate with any request!

ALL - Food Service portioned per person

1 @ \$0.00

\$0.00

Please note that food is portioned per person and quantities are prepared based on the number of guests contracted. Portions are finite and not replenish-able. Additional charges will apply if more food is requested and extra servings are subject to availability. Your Food Service Time listed cannot be adjusted the day of your event due to the volume of events hosted daily. For questions about your Food Service, please contact your Special Events Representative.

Food Service Time: 11:30 am

The Youth Playoff Party Package

75 @ \$12.99

\$974.25

Bar Burgers

Four-Cheese Pizza Bites

Crispy Chicken Bites served with Ranch dip

Baked Macaroni & Cheese

French Fries

Unlimited Soda

Quantities are placed out based on the number of people contracted. Additional charges will apply if more food is requested, and extra servings are subject to availability.

PLAY:

Youth Playoff Package \$20 Power Card

65 @ \$10.00

\$650.00

Youth Playoff Power Cards are part of a package, including buffet and \$20 game card. The number of Power Cards must identically match the number of guests dining from

the buffet service. Additional Power Cards above and beyond the amount dining from the buffet service are available at regular Power Card rates.

Unlimited Video Game Play Add-On

Power Cards with Unlimited Video Game Play are good for non-redemption games ONLY. Your unlimited video game play will begin at the first swipe of the power card and will be available till the location closes on the day of your event. The unlimited video game play will deactivate at the end of the day on your event date. **UNLIMITED VIDEO GAME PLAY NOTE:** The unlimited video game play feature will be available for your guests the entire day! (Excludes ticketed, specialty & crane games which can be accessed with the chips on the game card) This feature includes the car racing games like Mario Kart, Shoot 'em Up Games like The Walking Dead and Tomb Raider, Air Hockey, our virtual Roller Coaster Typhoon, Guitar Hero, PacMan Battle Royale, and many others.

65 @ \$5.00

\$325.00

Area Rental

Waived for youth group

Guest Count (Headcount) for this Event Area:

MINIMUM: 20 MAXIMUM: 54

1 @ \$0.00

\$0.00

PARTY DETAIL NOTES:

General Contract Note :

Dave and Buster's requires a non-refundable 50% deposit and signed contract before an event can take place. The remaining balance is due in its entirety at the conclusion of the event.

Final guest count is due five (5) business days (Monday-Friday) prior to the event. If a final guarantee is not received by this date, the host will be charged based on the original details of the signed contract.

EVENT AREA: Event area must be released at the expiration of the contracted rental time. Should guest wish to extend the reservation, the manager on duty must give verbal approval.

DECORATIONS: We do not allow decorations of confetti, glitter, silly string, small particle items or open flames (candles, tea lights, etc). Under no circumstance is anything to be adhered to the walls in spaces. No tape, tacks or 3M products allowed.

OUTSIDE FOOD: We do not permit any outside food, beverages or dessert items (except a regular non-ice cream store bought sheet cakes for birthdays and anniversaries) brought in from the outside.

ITEMS LEFT BEHIND: If decorations or other items are left behind, D&B will not be responsible for these items. If something is found, we will try to hold it for up to 48 hours. After that the items will be discarded.

PAYMENT: For your protection, Dave and Buster's does not keep credit card information on file. Please ensure that you have a form of payment to pay your event balance upon the conclusion of your event. You may pay the remaining balance with cash, credit card or company check. We do not accept personal checks.

VALID I.D.'s REQUIRED: Dave & Buster's is licensed as a restaurant and bar, therefore we card all guests at the door and/or bar. Each guest will need to make sure they bring their valid ID.

UNDERAGE POLICY: For admission, underage guests must be accompanied by an adult or guardian. Minor Policy age varies by location. A guardian is a person of 25 years of age or older who agrees to be responsible for the conduct, supervision and safety of the underage guest. One party or guardian can accompany up to a maximum of six underage guests. Any person under the age of 21 caught drinking alcoholic beverages will be immediately removed from the premises. Underage guests must remain with their parents or guardian at all times.

ALL - Revenue minimum :

There is a revenue minimum requirement for this event in the amount of \$700 prior to tax and gratuity. Only items paid for by the event host count towards the required revenue minimum. If minimum is not reached the difference will be added to the final bill.

COVID-19 Clause :

Guest has the ability, upon written request, to receive a full credit of deposit for this event if a cancellation is necessary not less than fourteen (14) days prior to the event due to COVID-19. Rescheduled event credits can be used for an event that takes place within (12) months of the original event date. D&B has the right to cancel this event at any time due to COVID-19, and in this circumstance, shall make a full refund to the guest.

Mask Mandates vary by location. Please check with your local store for specific details.

Despite government mandates to close Dave & Buster's restaurants due to the national pandemic health crisis, Dave & Buster's enters into this agreement with complete intent to be fully operational by event date listed on contract. Should Dave & Buster's determine that it is unable to execute this contract as outlined, due to an unexpected delay of, or inability to open, a lack of supplies or resources, a diminishment of labor force or manpower, governmental order or decree, force majeure event, or for any other reason, Dave & Buster's, in its sole and subjective discretion, has the right to cancel or reschedule this event as necessary. In such cancellation circumstance, any secured deposits would be refunded to Guest in full. In the event the parties mutually agree to reschedule the event, a new date will be selected by mutual agreement of the parties, and any deposit will be applied to any such rescheduled event.

Generic - Event Notes :

Specific Set Up requests including tables or audio visual equipment must be discussed with your sales manager prior to confirming event with signature and deposit to ensure space availability.

Summary of all charges

Deposit Due:	\$974.63	Subtotal:	\$1949.25
Payments Made:	\$0.00	Admin Fee:	\$58.48
Remaining Balance:	\$2369.12	Tax:	\$0.00
		Suggested Gratuity:	\$361.39

Administrative Fee subsidizes necessary labor costs associated with current safety measures required to execute group events.

Grand Total: \$2369.12





Name: Howard Mohr Community Center

Event Date: Friday, 07-08-2022

Booking Id Number: 0062R00000xMOldQAO

RESERVATION AND DEPOSIT

Reservations are tentative and therefore may be canceled by Dave & Buster's at any time until a signed contract and deposit are received by Dave & Buster's. Deposits are applied to the balance and the entire balance is due on the event date. Please see above contract details for deposit amount due.

CANCELLATION POLICY

In the event the Host cancels this Dave & Buster's Special Event Contract (the "Agreement") prior to the initial arrival date of the event, Dave & Buster's will necessarily incur damages including, but not limited to, turning away other group events and the ancillary revenue associated with those events. Notwithstanding any other provisions of this Agreement, the Host shall have the right to cancel this Agreement, without cause, upon written notification to Dave & Buster's at any time prior to the event and upon payment of the amount expressed below:

Notice and payment received between signature and 30 days prior to event date: 50% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 7 and 29 days prior to event date: 75% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 0 and 6 days prior to event date: 100% of greater of the revenue subtotal or any required revenue minimum

No-show will be responsible for the full contracted value of the event. The parties agree that the sums are not a penalty, but represent a reasonable effort on behalf of Dave & Buster's to establish its loss prospectively and represent liquid damages. Such payment shall be made by certified check or credit card and shall accompany notice from the Host to cancel this agreement. Any attempt to cancel without the inclusion of payment, as set forth above, shall be invalid.

CANCELLATION ON BEHALF OF DAVE & BUSTER'S

Dave & Buster's reserves the right to cancel any event at its facility upon a determination, in Dave & Buster's sole discretion, that (i) the event violates the Restrictions set forth in the foregoing paragraph, (ii) the Host misrepresented the event in any way (to Dave & Buster's or any other party) or (iii) the event would be harmful to Dave & Buster's and/or its guests. In the event of such cancellation, Dave & Buster's will refund all prepaid deposits in full for cancelled event in question.

RESTRICTIONS

Host understands and agrees that it shall not assign this Agreement, nor subcontract or resell the rights and benefits provided hereunder, nor act as a promoter for the event, including but not limited to selling tickets, charging admission/cover charges or seeking donations in lieu thereof; and that the event shall be conducted as described in this Agreement.

HOUSE POLICIES

Dave & Buster's House Policies, including certain restrictions regarding minors, apply. These restrictions include the following: guests under the age of 21 (legal drinking age) are not allowed to consume alcohol under any circumstances; guests under the minimum age as determined by each location must be accompanied by a parent or guardian, generally defined as a person 25 years of age or older, who agrees to be responsible for the conduct and safety of the underage guest; each parent or guardian can accompany a maximum number of underage guests determined by each location; and underage guests must remain with their parent or guardian at all times. (Please note that at our Milpitas and Ontario, CA locations, all guests under the age of 21 must be accompanied by a parent or guardian who is 30 years of age or older and must leave the facility no later than 11:00pm; and at various locations guests under the age of 21 must be accompanied by a parent or guardian who is 25 years of age or older and must leave the facility no later than 10:00pm) Check with your location for details. **VALID I.D. REQUIRED:** Dave & Buster's requires identification for all guests under 25 years.

FOOD AND BEVERAGE

Host understands that consuming raw and undercooked meats, poultry, fish/shellfish or eggs may increase the risk of foodborne illness, especially if a guest has certain medical conditions. Any food remaining at the conclusion of the event may be taken off premises. Host acknowledges that the handling and storage of any leftover food items are the Host's sole responsibility and Host agrees to release and hold Dave & Buster's harmless from any and all claims arising from the preparation and consumption of leftover food items. Foods left behind after the event's party will be discarded. Buffets are portioned per person and quantities based on the contracted number of guests. Buffet portions are finite and not replenishable. Additional charges will apply if more food is requested by Host, and extra servings are subject to availability. Dave & Buster's does not allow outside food of any kind to be brought into the facility without prior written approval. As a responsible server in accordance with state and local beverage regulations, we reserve the right to monitor and limit consumption of alcoholic beverages. It is customary to leave a gratuity for your service team, which will be shared among the servers, bartenders, and support team who work to ensure your event exceeds your expectations. To aid in your planning, a voluntary suggested gratuity of 18% of the subtotal is included in the event total in this document. For your convenience, the suggested gratuity amount will be included on the receipt you receive the date of the event. You may change the gratuity amount on the date of your event by adjusting the gratuity amount on your credit card slip or adjusting the amount of any cash gratuity. Pricing is subject to change.

NUMBER OF GUESTS ATTENDING THE EVENT

Final guest count must be received to the store no later than five (5) business days (Monday - Friday) prior to the event. In the event we do not receive final count by this date, we will prepare for the original contracted amount and charge guest accordingly. If, on the day of the event, the attendance varies from the final count, the Host will be charged based on the greater number of guests. There will be a minimum count required for each event.

PAYMENTS

Host is responsible for all payments due under this Agreement upon the conclusion of the event. Once a credit card is charged for full or partial, Dave & Buster's is unable to refund the credit card at a later date or accept alternate payment. D&B Rewards Qualifying Purchases shall not include Special Events, including Party Rental, Room Charge, Mystery Dinner Show fee and deposits, prepaid deposits, accounts receivable and/or promotional events. (see D&B Rewards official rules at daveandbusters.com) Dave & Buster's does not accept gift cards or personal checks for payment of amounts due under this Agreement. **LIMITATION OF LIABILITY** Neither party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages or lost profits arising out of or relating to this agreement. Further, in no event shall Dave & Buster's aggregate liability arising out of or relating to this Agreement exceed the amounts paid by Host hereunder.

AGREEMENT

I, the undersigned Host or agent for Host, do hereby agree to the terms and conditions set forth herein. If I am an agent of the Host, I hereby state that I am able to enter into this Agreement on behalf of the Host.

Host (Signature)

Print Name

Date Signed

Dave & Buster's Representative (Signature)

Date Signed

ENGAGEMENT AGREEMENT

This contract made for services of entertainment, this 17 day of March 2022, between Robert + Son (herein referred to as "Artist") Socla Band (the "Musicians") and The Village of Forest Park (herein referred to as "Purchaser"). Purchaser hereby engages Artist, and Artist hereby agrees to perform said engagement with the Musicians and to be bound by all terms and conditions set forth herein:

1. Place of engagement: Altenheim (also known as The Forest Park Grove), 7820 Madison Street Forest Park, IL
2. Date - June 21, 2022
3. Times: 7PM - 10PM
4. Wage: \$ 1200
-All payments shall be paid by check payable _____, upon completion of engagement
5. Sound & Lights provided by: BAND
6. Load in: TBD Sound check: TBD
7. Special Provision and additional requirements: Cold bottled water, ice, Beer, Soda
8. Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.
9. Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.
10. Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.

The Village of Forest Park
Howard Mohr Community Center
7640 Jackson Blvd.
Forest Park, IL 60130
708-771-7737

Band - _____
Print Name _____
Address _____

Phone _____

X _____ Date _____

X _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ENGAGEMENT AGREEMENT

This contract made for services of entertainment, this 17 day of March 2022, between Joe Nagle (herein referred to as "Artist") Midnight Band Band (the "Musicians") and The Village of Forest Park (herein referred to as "Purchaser"). Purchaser hereby engages Artist, and Artist hereby agrees to perform said engagement with the Musicians and to be bound by all terms and conditions set forth herein:

1. Place of engagement: Altenheim (also known as The Forest Park Grove), 7820 Madison Street Forest Park, IL
2. Date - July 19, 2022
3. Times: 7PM - 10PM
4. Wage: \$ 1000 -
-All payments shall be paid by check payable _____, upon completion of engagement
5. Sound & Lights provided by: BAND
6. Load in: TBD Sound check: TBD
7. Special Provision and additional requirements: Cold bottled water, ice, Beer, Soda
8. Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.
9. Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.
10. Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.

The Village of Forest Park
Howard Mohr Community Center
7640 Jackson Blvd.
Forest Park, IL 60130
708-771-7737

Band - _____
Print Name _____
Address _____

Phone _____

X _____ Date _____

X _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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Purpose of Form

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- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ENGAGEMENT AGREEMENT

This contract made for services of entertainment, this 17 day of March 2022, between Robert Davis (herein referred to as "Artist") R-Bang Band (the "Musicians") and The Village of Forest Park (herein referred to as "Purchaser"). Purchaser hereby engages Artist, and Artist hereby agrees to perform said engagement with the Musicians and to be bound by all terms and conditions set forth herein:

1. Place of engagement: Altenheim (also known as The Forest Park Grove), 7820 Madison Street Forest Park, IL
2. Date - August 16, 2022
3. Times: 7PM - 10PM
4. Wage: \$ 1000 -
-All payments shall be paid by check payable _____, upon completion of engagement
5. Sound & Lights provided by: BAND
6. Load in: TBD Sound check: TBD
7. Special Provision and additional requirements: Cold bottled water, ice, Beer, Soda
8. Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.
9. Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.
10. Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.

The Village of Forest Park
Howard Mohr Community Center
7640 Jackson Blvd.
Forest Park, IL 60130
708-771-7737

Band - _____
Print Name _____
Address _____

Phone _____

X _____ Date _____

X _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



FOREST PARK
PUBLIC LIBRARY

7555 Jackson Blvd
Forest Park IL

fppl.org
708-366-7171

Tuesday, March 22

For the consideration of the Village Council of Forest Park:

The Forest Park Public Library requests the use of Village properties for events listed below. These events will be open to the residents of Forest Park and patrons of the Forest Park Public Library. The Village of Forest Park has been listed as an "additional insured location on our liability insurance certificate. A copy of the certificate will be sent when the dates are approved.

The Grove

Outdoor Yoga with And Then There Was Well

Thursday, June 23 from 7-8 pm

The Grove

Kids Concert

Saturday, June 4 from 2-4 pm

Thank you for your consideration,

Pilar Shaker
Library Director



**APPLICATION FOR USE OF PUBLIC WAY
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

March 23, 2022
(Date)

INFORMATION:

Name of Entity Forest Park Public Library
Street Address: 7555 Jackson Blvd Phone: (708) 366-7171
City, State, Zip Code: Forest Park IL 60130
Name of Owner: _____ Phone: () _____
Person to Contact: Pilar Shaker Phone: (708) 689-6112

Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.):
Use of The Grove for public events for the Library.

Schedule (Give dates and times, including set up and tear down):
Thursday June 23 - 7-8pm
Saturday June 4 - 2-4pm

Proposed location (Include sketch of layout with measurements): The Grove

General description of use as well as any special requests:
Outdoor Yoga - June 23
Kids Concert - June 4

The entity or representative shall sign this application and upon favorable consideration of this application, the Village shall issue a permit for the requested activity subject to the aforesaid conditions and any others as may be reasonably required.

CASH DEPOSIT:

In lieu of the Surety Bond requirement, the applicant, prior to the issuance of any permit hereunder shall deposit with the village a cash deposit in the sum of ten thousand dollars (\$10,000.00) to ensure that no damage will be done to the adjoining streets, sewers, trees or adjoining properties and that all residual debris, trash and materials will be removed following the use. Such deposit shall be returned to the applicant upon the certification by the Director of Public Works or Public Health and Safety that all conditions of the permit have been complied with and that no damages occurred as a result of the use of the public way by the applicant.

FEES AND REMUNERATION:

The fee for processing and issuing the permit for the use of the public way shall be fifty dollars (\$50.00). In addition, the cost for the use of police, public safety, public works or other village personnel, the use of village equipment and public property shall be as outlined in section 7-2 of the municipal code.
.....

I have read, understand and agree to abide by the terms and conditions of Title7, Chapter 2, Section entitled “Private Use of Public Ways” of the Municipal Code of the Village of Forest Park, Cook County, Illinois.

Pilar Shaker

Signature

Pilar Shaker

Print Name

Director

Title

Date

APPROVED:

Village Clerk

Date



February 28, 2022

Dear Mayor Hoskins,

I am writing on behalf of the PBIS team at Betsy Ross school. We are requesting to have the 1300 block of Marengo closed off for an end of the school year celebration for our students, staff and families. We are planning this for June 3rd from 11am - 2:00pm. The reason for the street block request is to ensure our students can have ample space to run around and participate in outdoor activities in which our playgrounds don't allow. Our grade levels are currently not able to be on the playground at the same time due to space constraints and COVID restrictions.

This event will allow our staff and families to celebrate the end of the school year and have lunch outside, play games and say goodbye for the summer. We would love to invite you to come join our celebration if your schedule allows.

Thank you for your consideration,

Peggy Perry

Betsy Ross Elementary School



**RAFFLE LICENSE APPLICATION
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

APPLICATION INFORMATION

Type of Organization:

☐ Business

☒ Charitable

☐ Educational

☐ Fraternal

☐ Labor

☒ Nonprofit

☐ Religious

☐ Veterans

Name of Organization: KIWANIS CLUB of Forest Park

Address: PO Box 514 Forest Park IL 60130

Applicant's Name: Kristen Lyons

Email Address: Forest Park@ILKIWANIS@gmail.com Phone: 773 610-9352

Length of time organization has been in existence: 99 years

Place and date of organization's charter, if applicable:

Place: Forest Park

Date 01-25-1923

Items required (no later than 30 days prior to the start of all raffle sales):

☒ Application Fee (Request Waived)

• 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

OFFICER INFORMATION

President/Chairperson's Name: Kristen Lyons

Address: [REDACTED]

Telephone #: [REDACTED] Email: attorneykristen@gmail.com

Secretary's Name (if applicable): Jordan Kuehn

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

Treasurer's Name: Karen Dylewski

Address: Community Center 7640 ~~WILSON~~ FR IL 60130

Telephone #: 708-771-7737 JACKSON Email: Kdylewski@forestpark.net

Raffle Manager's Name: Same as above - Kristen Lyons

Address: _____

Telephone #: _____ Email: _____

RAFFLE INFORMATION

☒ Traditional

☒ 50/50
See Attached

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): APRIL 1, 2022 to JUNE 4, 2022

Area(s) where Raffle Tickets will be sold: IN - AROUND FOREST PARK AREA

Raffle Ticket Price: \$10 EACH

Maximum number of tickets to be sold: 1,250

Drawing(s):

Date(s) and time(s) of raffle drawing: JUNE 4, 2022 @ approximately 8 PM

Location of raffle drawing(s): Forest Park (either Legion Hall or Doc Ryans,
location TBD by 4-1-2022)

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

1st - Cash \$2500⁰⁰

2nd - Gift Card \$500⁰⁰
OR
CASH

3rd-4th - \$100 cash
\$100 cash

Retail Cost

\$ 2500-

\$ 500-

\$

\$ 100-

\$ 100-

\$

\$

\$

\$

\$

\$

\$

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\$

\$

\$

Total: \$ 3200⁰⁰

SEE ATTACHMENT
FOR ALL
RAFFLES
REQUESTED
ON
06/04/2022

BOND INFORMATION - REQUEST WAIVED

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.

Applicant

JORDAN KUEHN
KAREN DYLEWSKI

Secretary

President/Chairman

Raffle Manager

Subscribed and sworn to me this 10th day of MARCH, 2022.

NIA

Notary Public

(SEAL)

KIWANIS CLUB OF FOREST PARK

REQUEST FOR RAFFLE PERMITS JUNE 4, 2022

FUNDRAISER FOR THE CENTENNIAL OF THE CLUB IN 2023

The Forest Park Kiwanis Club will be 100 years old in 2023, in preparation for the big celebration, the club will be having a fundraiser event and raffles on Saturday, June 4, 2022 with the location TBD. The location considered are the Legion Hall on Circle Avenue or Doc Ryans, the final selection to be made before ticket sales start on April 1, 2022 of the raffle tickets.

6/4/2022 KIWANIS CASH RAFFLE with TICKET SALES PRIOR THE EVENT/DRAWING DATE

Issued 4/1/2022 Expired 6/4/2022

The CASH Raffle will be a ticket raffle

Dates 4/1/2022 through 6/4/2022 tickets will be sold in and around the Forest Park area

Ticket Price \$10 each with a maximum number of tickets sold 1,250

Winner need not be present to win

Drawing will be 6/4/2022 at approximately 8:00 pm at the location TBD

Prizes \$2,500 - \$500 - \$100 - \$100 for a total of \$3,200 in prizes

SPLIT THE POT

Issued 6/4/2022 Expired 6/4/2022

Ticket Sales will be only at the event and winner to be present to win

The raffle will be a 50/50, with the Kiwanis Club retaining half of the money collected

One to four 50/50 raffles will happen during the event with ticket prices being \$5 each

6/4/2022 Basket and Silent Auction Raffles during the event

Issued 6/4/2022 Expired 6/4/2022

While the Kiwanis hosts this fundraising event on 6/4/2022, a variety of raffles and other fundraising activities will occur during the scheduled event between approximately 4:00 pm and 11:00 pm

The Kiwanis will have through the event a basket raffle where persons can purchase tickets and choose which prize they like to win, and silent auction prizes.



Dear Village Council,

The Historical Society of Forest Park is hoping to have banners for our May Day outdoor exhibit hung from April 18-May 3. This free event will share the stories of those buried at the Haymarket Martyrs Monument and Radical Row, a National Historical Landmark.

We would like to hang them at:

Circle/Madison
Des Plaines/Madison

Thank you for your consideration.

Sincerely,

Alexis Ellers
Executive Director
Historical Society of Forest Park



39th HUNGER WALKATHON WEST – May 1, 2022

**YOUR local CROP Hunger Walk serving agencies in
Oak Park, Chicago, Forest Park, Maywood and Melrose Park**

To: Forest Park Village Council

From: Joanne Despotes for 2022 Hunger Walkathon West Planning Team

The local CROP Hunger Walk, Hunger Walkathon West, will take place on Sunday, May 1, 2022. As in prior years, we would like to have our banner up at Circle and Madison for the two weeks before the walk (4/18 to 4/30). I can deliver the banner to the Village offices and then pick it up after the 2 weeks are over.

Thank you for your consideration,

Joanne Despotes