

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, September 12, 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 84027746367; Passcode 365918 or by clicking here:
<https://us02web.zoom.us/j/84027746367?pwd=SFpMRGpLcy91eXEzQ1JWNTFkYmpoQT09>

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. August 22, 2022 Village Council Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills Dated September 12, 2022
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Resolution Authorizing the Waiver of the Hiring Freeze for IMRF Employees Regarding the Hiring of Three (3) AFSCME Police Department Clerk Employees
 - b. Resolution Supporting Reproductive Rights
 - c. Resolution Authorizing the Award of the Contract for the 2022 Alley Improvements Project (400 Block Elgin-Harlem: East West; 1100 Block Elgin-Harlem: North-South)
 - d. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for the 2022 Alley Improvements Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.
 - e. Resolution Authorizing the Award of the Contract for the 2022 Sidewalk Improvements Project (Various Locations)
 - f. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for the 2022 Sidewalk Improvement Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.
 - g. Resolution Authorizing the Award of the Contract for the Van Buren Multi-Use Path Improvements Project for the Village of Forest Park
 - h. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for the Van Buren Multi-Use Path Improvements Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.

- i. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for Phase II Design for the 2023 Alley Improvement Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.
 - j. Resolution Authorizing Acceptance and Execution of an Illinois Department of Transportation State and Community Highway Safety/National Priority Safety Program Grant Agreement
 - k. Ordinance Authorizing the Purchase of Two (2) 5-Ton Packaged Rooftop Air Conditioning Units
 - l. Proclamation: Red Ribbon Week (October 23-31, 2022)
 - m. Approval: Ratification of Mayor's Execution of Senior Trip Contracts (November/December 2022)
 - n. Approval: Purple Ribbon Request by Sarah's Inn
 - o. Approval: Hephzibah Kids Resale Event (September 29-October 1, 2022 at St. John Lutheran Church – 305 Circle Avenue) and Kids Resale Event Banner Request
 - p. Approval: Forest Park Chamber of Commerce Wine Walk Event Banner Request
 - q. Approval: Girl Scouts Fall Product Program and Door to Door Cookie Program (September 23, 2022 thru January 16, 2023)
 - r. Approval: Kiwanis Club of Forest Park Peanut Days Collection Events/Sites
 - s. Approval: Entertainment License – Scratch Kitchen – 7445 Madison Street – October 2022
 - t. Approval: Entertainment License – Lathrop House – 26 Lathrop – October 2022
 - u. Approval: Entertainment License – Jimmy's Place – 7411 Madison Street – October 2022
 - v. Approval: Entertainment License – Duffy's Tavern – 7513 Madison Street – October 2022
10. ADMINISTRATOR'S REPORT
11. COMMISSIONER REPORTS
12. ADJOURNMENT
- a. Adjourn into Closed Session pursuant to 5 ILCS 120/2(c) (2) Collective Bargaining Matters

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, AUGUST 22, 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 August 8, 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
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Voogd
The motion carried.

PUBLIC COMMENT

None

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Fire Department submitted its July 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 \$611,963.69.

**R-70-22
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$611,963.69
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Ordinance to approve and authorize the execution of a Supplemental License Agreement for use of certain village infrastructure in rights-of-way by and between Chicago SMSA Limited Partnership d/b/a Verizon Wireless and the Village of Forest Park be adopted.

**O-33-22
ORDINANCE APPROVING
LICENSE AGREEMENT
WITH VERIZON WIRELESS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Ordinance amending sections 4-2-5-C-1 of the village code of the Village of Forest Park with respect to late payment charges for delinquent garbage, refuse and waste accounts be adopted.

**O-34-22
ORDINANCE AMENDING
LATE PAYMENT CHARGES
FOR GARBAGE, REFUSE
AND WASTE ACCOUNTS
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Ordinance authorizing the purchase of one Vactor 2100: Single Engine Combination Sewer Cleaner be adopted.

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by
Commissioner Nero that the Ordinance authorizing the
purchase of one Vactor 2100: Single Engine Combination
Sewer Cleaner be adopted.

O-35-22
ORDINANCE APPROVING
PURCHASE OF VACTOR
SEWER CLEANER
APPROVED

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

There was a joint motion that the Resolution authorizing the
award of the contract for the Fire Department Roof
Rehabilitation Project for the Village of Forest Park be
adopted.

R-71-22
RESOLUTION AWARDED
FIRE DEPARTMENT ROOF
REHAB PROJECT
CONTRACT
APPROVED

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by
Commissioner Voogd that the Resolution rejecting bids
submitted for the 15th Street Sewer Separation Project be
adopted.

R-72-22
RESOLUTION REJECTING
BIDS FOR 15TH STREET
SEWER SEPARATION
PROJECT
APPROVED

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution re-approving the specifications and re-authorizing the advertising of bids for the Village of Forest Park 15th Street Sewer Separation CDBG Project (Circle Avenue to Marengo Avenue) be adopted. Byrnes and seconded by Commissioner Maxham to approve the entertainment submitted by Lathrop House, 26 Lathrop Avenue.

**R-73-22
RESOLUTION RE-
APPROVING
SPECIFICATIONS AND
BIDDING FOR 15TH STREET
SEWER SEPARATION
PROJECT
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 Resolution approving a consulting agreement with Administrative Consulting Specialists, LLC be adopted.

**R-74-22
RESOLUTION APPROVING
AGREEMENT WITH
ADMINISTRATIVE
CONSULTING
SPECIALISTS, LLC
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution approving Change Order No. 1 to the contract with and Pay Request No. 1 (Final) to Joel Kennedy Construction Corp. for the Jackson Boulevard Lead Service Replacement Project be adopted.

**R-75-22
RESOLUTION APPROVING
CHANGE ORDER AND
FINAL PAYMENT TO JOEL
KENNEDY CONSTRUCTION
CORP.
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 that the Resolution approving and authorizing the execution of a Consent to New Lease between the Village of Forest Park and Clear Channel Outdoor, LLC be adopted. Attorney Peppers commented that the consent is to lease the billboard, pursuant to the 2006 agreement, and not to add a digital face.

**R-76-22
RESOLUTION APPROVING
CONSENT TO NEW LEASE
FOR CLEAR CHANNEL
OUTDOOR BILLBOARD
APPROVED**

ROLL CALL:

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

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd to approve the authorization of village staff to submit Green Infrastructure Project Partnership application to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) in support of the rehabilitation of two (2) public alleys utilizing permeable pavers.

**MWRD GREEN
INFRASTRUCTURE
PARTNERSHIP
APPLICATION
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 Nero to approve the Entertainment License application submitted by Foundry FP, 7503 Madison Street.

**FOUNDRY FP
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 Voogd and seconded by Commissioner Byrnes to approve the request from Opportunity Knocks to display banners and hold a raffle in support of their 15th Annual OK Classic Softball Tournament, being held on September 24, 2022.

**OPPORTUNITY KNOCKS
BANNER AND RAFFLE
PERMIT REQUEST
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 reported the following:

- Tomorrow is the first day of school in Forest Park Motorists should use caution to allow for safe travel for students.
- The first phase of the Jackson improvements has been completed and the pavement of the street will start after Labor Day.
- Tomorrow there will be a Chicago PD film crew in town on the north end from 6 a.m. to 9 p.m.
- The village is hiring Crossing Guards and there are links on the village website to other public agencies who are also hiring.
- The annual Ribfest event is coming up on September 10th.

COMMISSIONER'S REPORTS:

Commissioner Byrnes reported that this Saturday is Garage Galleries in the village, starting at 2:00.

Commissioner Maxham reported that the Altenheim Advisory Committee will be touring the Altenheim property next week. The commissioner also announced that the final stoop session is being held tomorrow at 7:00 p.m. at 900 Elgin Avenue.

Commissioner Voogd reported that the Public Works Department staff are in the process of cleaning up and maintaining the village's parking lots. Specific lots have signs noting the date of the work. Cars must be removed on that date or they will be towed. The commissioner further reported that the Forestry crew has removed 8 trees that were a priority, due to elevated risk, as outlined in the Urban Forest Management Plan.

Mayor Hoskins thanked Community Center Director, Karen Dylewski and staff for a successful final Groovn' in the Grove, which was held last Tuesday. The mayor further reported that the homeless encampment that was discovered was cleaned up, but now there is a new encampment. The CSX Railroad is working on a permanent solution to this problem. Last, the mayor encouraged the elected officials to attend the Illinois Municipal League conference in October, as River Forest Village President, Cathy Adduci, is being named as President of IML.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 7:24 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

RESOLUTION No.

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

Refunds and Allocations	\$ 2,639.33
Public Affairs	\$ 77,028.11
Police Department	\$ 614.69
Community Center	\$ 135.81
Accounts & Finance (Clerks Office)	\$ 152,223.19
Accounts & Finance (Fire Department)	\$ 867.65
Department of Health & Safety	\$ 5,664.55
Street Department	\$ 83,881.76
Public Property	\$ 49,769.43
Seizure	\$ 1,160.42
Federal Customs	\$ 929.32
Fleet Replacement	\$ 124,192.25
TIF	\$ 18,090.70
VIP	\$ 1,275.94
Water Department	\$ 13,851.59
TOTAL	\$ 532,324.74

ADOPTED BY THE Council of the Village of Forest Park this 12th Day of September, 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	08/13/2022	2,264.33
100-00-000-4230-135	Colleen Moroney	08/15/2022	300.00
100-00-000-4510-100	Hertz	08/24/2022	75.00
Refunds and Allocations			2,639.33



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	08/01/2022	4,647.40
100-10-101-6100-100	Storino Ramello & Durkin	08/01/2022	2,213.80
100-10-101-6120-121	AA Rental Center	08/17/2022	528.00
100-10-101-6120-160	Verizon Wireless	08/22/2022	55.34
100-10-101-6120-305	Moses Amidei	08/29/2022	37.63
100-10-101-6120-305	RubyRose Strategies	07/01/2022	3,000.00
100-10-101-6120-305	RubyRose Strategies	07/01/2022	1,950.00
100-10-101-6150-125	Illinois City/County Management Association	08/31/2022	35.00
100-10-101-6150-152	Verizon Wireless	08/22/2022	301.87
100-10-101-6150-152	Verizon Wireless	08/22/2022	84.82
100-10-101-6150-202	Dr. Carrie Steiner First Responders Wellness Center	08/15/2022	1,575.00
100-10-101-6150-202	Health Endeavors SC	08/22/2022	1,490.00
100-10-101-6150-202	National Minority Update	08/26/2022	195.00
100-10-101-6150-220	Shavon Wesley	08/24/2022	371.25
100-10-101-6150-300	West Suburban Cons Dispatch Center	08/01/2022	77,725.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	08/01/2022	(19,682.00)
100-11-111-6100-115	Quintairos Prieto Wood & Boyer P.A.	05/06/2022	2,500.00
Public Affairs			77,028.11



Account Number	Vendor	Invoice Date	Amount
100-12-121-6145-306	Animal Care League	07/31/2022	300.00
100-12-123-6145-202	Steri-Clean Restoring Homes and Lives	08/22/2022	200.00
100-12-130-6145-100	Dora Murphy	08/30/2022	32.11
100-12-130-6145-100	Jonny Edwards	08/30/2022	82.58
Police Department			614.69



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-140	Case Lots Inc	08/22/2022	135.81
	Community Center		135.81



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	08/17/2022	124,580.85
100-21-211-5005-002	Fidelity Security Life Ins Co	08/22/2022	93.75
100-21-211-5005-002	Fidelity Security Life Ins Co	08/22/2022	475.22
100-21-211-5005-002	Guardian	08/22/2022	7,234.79
100-21-211-6110-110	Xerox Financial Services	08/10/2022	119.54
100-21-211-6110-110	Xerox Financial Services	08/10/2022	27.42
100-21-211-6140-104	Office 8	08/18/2022	234.95
100-21-211-6140-104	Quill	07/28/2022	387.96
100-21-211-6140-104	Quill	08/03/2022	47.50
100-21-211-6140-104	Quill	08/10/2022	74.46
100-21-211-6140-104	Quill	08/17/2022	218.80
100-21-211-6140-140	Costco	08/17/2022	120.00
100-21-211-6140-140	Quill	07/28/2022	20.00
100-21-211-6140-140	Quill	08/03/2022	56.99
100-21-211-6140-140	Quill	08/10/2022	45.58
100-21-211-6150-116	Growing Community Media NFP	08/24/2022	50.00
100-21-211-6150-150	AT&T	08/04/2022	83.32
100-21-211-6150-150	AT&T	08/07/2022	1,344.62
100-21-211-6150-150	AT&T	08/19/2022	470.98
100-21-211-6150-150	AT&T	08/19/2022	864.85
100-21-211-6190-003	POLICE PENSION FUND	08/23/2022	5,714.29
100-21-211-6190-004	Firefighters Pension Fund	08/23/2022	5,714.29
100-21-211-6191-001	POLICE PENSION FUND	08/13/2022	761.89
100-21-211-6191-002	Firefighters Pension Fund	08/13/2022	829.69
100-21-211-7000-080	Pitney Bowes Inc	08/10/2022	844.74
100-21-211-7000-080	Xerox Financial Services	08/10/2022	122.50
100-21-211-7000-080	Xerox Financial Services	08/10/2022	1,684.21
Accounts & Finance (Clerks Office)			152,223.19



Account Number	Vendor	Invoice Date	Amount
100-30-301-7000-040	SCHAUERS HARDWARE	07/31/2022	35.98
100-30-301-7000-040	Forest Printing Company	08/08/2022	102.50
100-30-302-6110-150	Verizon Wireless	08/22/2022	155.08
100-30-302-6145-100	Air One Equipment Inc	08/31/2022	305.00
100-30-302-6145-105	Phil Damato	08/19/2022	82.08
100-30-302-6145-105	Ken Hriensaitong	08/30/2022	100.00
100-30-302-6145-322	Mark Maylath	08/26/2022	87.01
Accounts & Finance (Fire Department)			867.65



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	06/09/2022	1,575.00
100-40-401-5000-017	AMS Electric Inc	08/03/2022	2,205.00
100-40-402-6100-100	Storino Ramello & Durkin	08/01/2022	494.00
100-40-402-6150-232	B&F Construction Code Service	08/15/2022	175.00
100-40-402-6150-232	B&F Construction Code Service	08/23/2022	434.69
100-40-402-6150-232	B&F Construction Code Service	08/24/2022	434.69
100-40-403-6150-230	Elevator Inspection Services	08/19/2022	57.00
100-40-410-6140-110	Forest Printing Company	08/26/2022	247.80
100-40-410-6140-202	SCHAUERS HARDWARE	07/31/2022	41.37
Department of Health & Safety			5,664.55



Account Number	Vendor	Invoice Date	Amount
100-50-501-6145-100	HOME DEPOT CREDIT	08/02/2022	55.79
100-50-502-6140-202	SCHAUERS HARDWARE	07/31/2022	24.65
100-50-502-6185-108	SCHAUERS HARDWARE	07/31/2022	97.08
100-50-502-6185-108	Bittners Spray Equipment	08/11/2022	252.80
100-50-502-6185-108	JC Licht LLC	08/18/2022	459.10
100-50-502-6185-112	Republic Services #551	08/15/2022	1,540.80
100-50-502-6185-501	Republic Services #551	08/15/2022	36,604.86
100-50-502-6185-502	Republic Services #551	08/15/2022	23,948.23
100-50-502-6185-503	Republic Services #551	08/15/2022	3,549.13
100-50-502-6185-505	West Cook County Solid Waste	07/31/2022	17,349.32
Street Department			83,881.76



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-101	SCHAUERS HARDWARE	07/31/2022	172.43
100-55-552-6180-114	Case Lots Inc	07/14/2022	678.60
100-55-552-6180-114	McAdam Landscaping	06/01/2022	9,370.00
100-55-552-6180-114	McAdam Landscaping	07/29/2022	920.00
100-55-553-6180-150	Lyons Pinner Electric Co	08/26/2022	413.50
100-55-553-6180-150	Lyons Pinner Electric Co	08/29/2022	7,027.19
100-55-553-6180-160	AEP Energy	07/22/2022	1,401.08
100-55-553-6180-160	Com Ed	07/26/2022	527.87
100-55-553-6180-160	Com Ed	08/01/2022	67.74
100-55-553-6180-160	Com Ed	08/12/2022	69.13
100-55-553-6180-160	Com Ed	08/26/2022	24.34
100-55-553-6180-160	Com Ed	08/26/2022	23.96
100-55-553-6180-160	Com Ed	08/26/2022	23.87
100-55-553-6180-160	Com Ed	08/26/2022	29.77
100-55-553-6180-160	Com Ed	08/26/2022	159.29
100-55-553-6180-160	Com Ed	08/29/2022	26.97
100-55-553-6180-160	Com Ed	08/29/2022	35.94
100-55-555-6180-100	Comcast	08/08/2022	195.00
100-55-555-6180-100	Case Lots Inc	07/20/2022	319.20
100-55-555-6180-100	Colley Elevator Co	08/01/2022	276.00
100-55-555-6180-100	Chicago Parts and Sound LLC	07/12/2022	139.20
100-55-555-6180-100	MECOR Inc.	06/07/2022	84.34
100-55-555-6180-100	Quill	07/28/2022	393.63
100-55-555-6180-100	Quill	08/03/2022	308.46
100-55-555-6180-100	Quill	08/03/2022	70.25
100-55-555-6180-100	Quill	08/10/2022	10.66
100-55-555-6180-100	Quill	08/10/2022	78.96
100-55-555-6180-100	Quill	08/17/2022	496.10
100-55-555-6180-100	West Town Mechanical	06/28/2022	484.00
100-55-555-6180-100	West Town Mechanical	08/26/2022	484.00
100-55-555-6180-110	Comcast	08/12/2022	2.10
100-55-555-6180-110	Comcast	08/13/2022	128.95
100-55-555-6180-110	Traffic Control & Protection	08/31/2022	211.60
100-55-555-6180-120	American Door and Dock	08/23/2022	350.75
100-55-555-6180-130	SCHAUERS HARDWARE	07/31/2022	20.69
100-55-555-6180-130	Case Lots Inc	08/22/2022	120.70
100-55-555-6180-130	West Town Mechanical	08/31/2022	933.60
100-55-555-6180-140	Comcast	08/07/2022	2.10
100-55-560-6180-125	First Ayd Corp.	08/12/2022	860.43



Account Number	Vendor	Invoice Date	Amount
100-55-560-6180-125	First Ayd Corp.	08/17/2022	404.81
100-55-560-6180-125	JC Licht LLC	08/16/2022	459.10
100-55-560-6180-125	JC Licht LLC	08/16/2022	248.51
100-55-560-6180-125	JC Licht LLC	08/16/2022	229.55
100-55-560-6180-125	JC Licht LLC	08/23/2022	918.20
100-55-560-6180-125	JC Licht LLC	08/23/2022	918.20
100-55-560-6180-125	JC Licht LLC	08/23/2022	459.10
100-55-560-6180-125	JC Licht LLC	08/30/2022	229.55
100-55-570-6145-100	George F Prescott	08/24/2022	324.89
100-55-570-6155-101	Superior Petroleum Marketers	08/08/2022	663.45
100-55-570-6155-106	AM Auto Glass & Windows	08/10/2022	285.00
100-55-570-6155-106	CCP INDUSTRIES INC	08/23/2022	112.35
100-55-570-6155-106	Currie Motors Chevrolet	07/05/2022	66.43
100-55-570-6155-106	Currie Motors Chevrolet	07/05/2022	115.80
100-55-570-6155-106	Currie Motors Chevrolet	07/05/2022	722.27
100-55-570-6155-106	Currie Motors Chevrolet	07/11/2022	283.87
100-55-570-6155-106	Currie Motors Chevrolet	07/14/2022	82.37
100-55-570-6155-106	Currie Motors Chevrolet	07/14/2022	6.06
100-55-570-6155-106	Currie Motors Chevrolet	07/18/2022	6.06
100-55-570-6155-106	Fleet Safety Supply	06/24/2022	218.81
100-55-570-6155-106	Fleet Safety Supply	08/15/2022	187.55
100-55-570-6155-106	Factory Motor Parts Co	06/17/2022	(278.55)
100-55-570-6155-106	Factory Motor Parts Co	07/26/2022	(195.71)
100-55-570-6155-106	Factory Motor Parts Co	08/01/2022	(145.03)
100-55-570-6155-106	Factory Motor Parts Co	08/03/2022	423.03
100-55-570-6155-106	Factory Motor Parts Co	08/04/2022	(304.67)
100-55-570-6155-106	Factory Motor Parts Co	08/08/2022	547.44
100-55-570-6155-106	Kimball Midwest	08/25/2022	546.02
100-55-570-6155-106	Kimball Midwest	08/25/2022	488.19
100-55-570-6155-106	Linde Gas North America LLC	08/23/2022	237.51
100-55-570-6155-106	Linde Gas North America LLC	08/23/2022	47.52
100-55-570-6155-106	McMaster-Carr	08/17/2022	36.38
100-55-570-6155-106	Power Equipment Co.	08/29/2022	1,771.63
100-55-570-6155-112	BC Body Craft Inc	05/20/2022	2,884.40
100-55-570-6155-112	BC Body Craft Inc	08/09/2022	1,730.32
100-55-570-6155-112	Commercial Tire Service	08/20/2022	588.11
100-55-570-6155-112	XTreme Graphics Lettering	08/24/2022	100.00
100-55-570-6155-150	ALLDATA	08/29/2022	1,500.00
100-55-570-6155-150	CFA Software Inc	08/05/2022	2,800.00



Account Number	Vendor	Invoice Date	Amount
100-55-580-6155-120	Jack's Rental Inc.	08/05/2022	49.99
100-55-580-6155-120	RUSSO POWER EQUIPMENT	07/19/2022	88.52
100-55-580-6180-302	Davis Tree Care	08/10/2022	2,395.00
100-55-580-6180-302	West Central Municipal Conf	08/19/2022	575.00
Public Property			49,769.43



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	08/22/2022	92.06
230-00-000-6150-152	Verizon Wireless	08/22/2022	188.36
230-00-000-6900-230	J.G. Uniforms	08/26/2022	880.00
	Seizure		1,160.42



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Dora Murphy	08/30/2022	207.07
232-00-000-6900-232	J.G. Uniforms	06/21/2022	119.45
232-00-000-6900-232	J.G. Uniforms	06/21/2022	68.00
232-00-000-6900-232	J.G. Uniforms	06/21/2022	75.45
232-00-000-6900-232	J.G. Uniforms	06/21/2022	231.85
232-00-000-6900-232	J.G. Uniforms	08/24/2022	227.50
Federal Customs			929.32



Account Number	Vendor	Invoice Date	Amount
240-55-551-7000-001	Lindco Equipment Sales Inc	07/27/2022	122,216.00
240-55-551-7000-001	Lindco Equipment Sales Inc	07/29/2022	1,345.25
240-55-551-7000-001	SECRETARY OF STATE	08/29/2022	151.00
240-55-551-7000-001	XTreme Graphics Lettering	08/24/2022	480.00
Fleet Replacement			124,192.25



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-100	Storino Ramello & Durkin	08/01/2022	190.00
302-00-000-6100-100	Storino Ramello & Durkin	08/01/2022	3,714.50
302-00-000-6100-115	Kane McKenna and Assoc	07/30/2022	162.50
302-00-000-6185-700	Davis Tree Care	08/11/2022	2,200.00
302-00-000-6185-700	McAdam Landscaping	07/29/2022	428.00
302-00-000-6185-700	Traffic Control & Protection	08/11/2022	2,153.80
304-00-000-6100-100	Storino Ramello & Durkin	08/01/2022	317.50
304-00-000-6100-100	Storino Ramello & Durkin	08/01/2022	2,786.90
304-00-000-6100-100	Storino Ramello & Durkin	08/01/2022	2,042.50
304-00-000-6100-115	Kane McKenna and Assoc	07/30/2022	162.50
304-00-000-6185-700	McAdam Landscaping	06/01/2022	3,770.00
309-00-000-6100-115	Kane McKenna and Assoc	07/30/2022	162.50
TIF			18,090.70



Account Number	Vendor	Invoice Date	Amount
312-00-000-6150-152	Verizon Wireless	08/22/2022	38.01
312-00-000-7000-312	Elmhurst Chicago Stone Company	08/11/2022	417.00
312-00-000-7000-312	Elmhurst Chicago Stone Company	08/25/2022	407.00
312-00-000-7000-312	K-Five Hodgkins LLC	08/02/2022	99.45
312-00-000-7000-312	K-Five Hodgkins LLC	08/03/2022	39.00
312-00-000-7000-312	K-Five Hodgkins LLC	08/04/2022	57.85
312-00-000-7000-312	K-Five Hodgkins LLC	08/09/2022	69.00
312-00-000-7000-312	K-Five Hodgkins LLC	08/11/2022	141.45
312-00-000-7000-312	JC Licht LLC	08/25/2022	7.18
VIP			1,275.94



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Verizon Wireless	08/22/2022	36.01
501-80-800-6150-154	Com Ed	07/29/2022	45.55
501-80-800-6150-154	Com Ed	08/11/2022	66.31
501-80-800-6150-154	Com Ed	08/12/2022	19.64
501-80-800-6150-154	Constellation Energy Services Inc	07/28/2022	2,473.74
501-80-800-6150-154	Constellation Energy Services Inc	08/01/2022	222.34
501-80-800-6150-156	NICOR	08/05/2022	49.28
501-80-800-6150-156	NICOR	08/05/2022	95.72
501-80-800-6800-126	Environmental Systems Research Institute Inc	08/12/2022	831.00
501-80-800-6800-150	SCHAUERS HARDWARE	07/31/2022	8.07
501-80-800-6800-151	SCHAUERS HARDWARE	07/31/2022	22.03
501-80-800-6800-151	OTM Water Services	11/10/2021	800.00
501-80-800-6800-151	OTM Water Services	06/15/2022	2,070.00
501-80-800-6800-151	OTM Water Services	07/01/2022	5,350.00
501-80-800-6800-153	Comcast	08/06/2022	83.90
501-80-800-6800-176	Core & Main LP	08/24/2022	1,678.00
Water Department			13,851.59

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

September 12, 2022

Issue Statement

Request for Village Council action regarding the approval of a resolution authorizing the waiver of the hiring freeze for IMRF employees regarding the hiring of three (3) AFSCME Police Department Clerk Employees

Background

Due to recent employee departures and the hiring of parking enforcement officer as a full-time patrol officer, the Police Department currently has three (3) clerk position vacancies. Since said positions are IMRF eligible, the Village Council needs to authorize the filling of these positions via the adoption of an IMRF hiring freeze waiver resolution.

Attachments

- Resolution authorizing the waiver of the hiring freeze for IMRF employees

RESOLUTION NO. R-____-22

**A RESOLUTION AUTHORIZING THE WAIVER
OF THE HIRING FREEZE FOR IMRF EMPLOYEES REGARDING
THE HIRING OF THREE (3) AFSCME POLICE DEPARTMENT CLERK
EMPLOYEES**

WHEREAS, the corporate authorities previously adopted Resolution R-46-06 on September 11, 2006, which Resolution directed that no position of employment which is covered by the Illinois Municipal Retirement Fund be filled unless said Resolution was rescinded or otherwise repealed by action of the corporate authorities of the Village of Forest Park; and,

WHEREAS, the Village has found a need to hire three (3) employees in its Police Department to fill upcoming vacancies.

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

Section 1. The restrictions on hiring imposed by Resolution R-46-06 are hereby waived only to the extent to allow for the Village to hire three (3) full-time AFSCME Police Department Records Clerk employees.

Section 2. The provisions of Resolution R-46-06 shall remain in full force and effect, except as otherwise modified by this Resolution.

Resolved this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

ATTESTED:

Rory E. Hoskins, Mayor

Vanessa Moritz, Village Clerk

RESOLUTION NO. R-_____-22

A RESOLUTION SUPPORTING REPRODUCTIVE RIGHTS

WHEREAS, the Village of Forest Park (“Village”) is a non-home rule municipality in accordance with Article 4 of the Illinois Municipal Code (65 ILCS 5/4); and,

WHEREAS, the Mayor and Village Council of the Village of Forest Park have a sworn duty to uphold and protect the rights of all citizens and guests in the community to the full extent of the law; and,

WHEREAS, the Illinois Reproductive Health Act (775 ILCS 55/1-1 et. seq.) (“Act”) effective June 12, 2019, sets forth the fundamental rights of individuals in the State of Illinois “to make autonomous decisions about one’s own reproductive health, including the fundamental right to use or refuse reproductive health care;” and,

WHEREAS, the Mayor and Village Council of the Village of Forest Park request the State of Illinois to declare Illinois a sanctuary state for individuals, providers and caregivers seeking, performing and administering aide to individuals exercising their right of bodily autonomy within our state boundaries; and,

WHEREAS, the Mayor and Village Council of the Village of Forest Park believe that the State of Illinois should not be complicit in the acts violating basic bodily autonomy and criminalizing reproductive health care; and,

WHEREAS, the State of Illinois finds itself on an island in the Midwest in protecting an individual’s autonomy over their health decisions and it is important now more than ever to make sure those rights are protected; and,

WHEREAS, in the State of Illinois, abortion is and remains legal across the State; and,

WHEREAS, other states, including neighboring jurisdictions, have enacted, initiated and announced plans to severely or wholly restrict the rights of individuals in their jurisdictions to access reproductive healthcare, including by attempting to prevent them from seeking that care in other jurisdictions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, that legislation ought to be introduced to protect the right to and all reproductive healthcare to the fullest extent possible, including prohibiting law enforcement from aiding in investigations related to seeking or performing abortions on warrants issued by neighboring jurisdictions.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of September, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this ____ day of September, 2022.

Vanessa Moritz, Clerk

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

September 12, 2022

Issue Statement

Request for Village Council action: Adoption of a Resolution Authorizing the Award of the Contract for the 2022 Alley Improvements Project (400 Block Elgin-Harlem: East West; 1100 Block Elgin-Harlem: North-South)

Background

Bids were received on August 30, 2022 to reconstruct the above referenced alleys. Said alleys appear on the Village's alley inventory atlas (attached) as two that are in most need of reconstruction/rehabilitation.

The low bid came in at \$285,760.00 from J. Nardulli Concrete, Inc. (engineer's estimate: \$310,275.00).

With engineering (\$24,310), total project cost amounts to \$310,070.

Said total sum is \$10,000 more than what the project was estimated to cost at the beginning of 2022 (including engineering). Considering inflation and other construction related cost variables that are currently affecting pricing (as well as the fact that the Village is being told that pricing most likely will not be any better in 2023), staff is recommending that the Council approves the award of this contract.

\$60,000 of construction costs will be paid out of the Village's Sewer Fund; the remaining payments will be paid out of the Village's VIP Fund.

Attachments

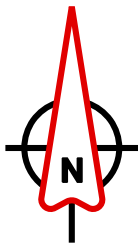
- Forest Park Alley Atlas (last updated November 2021)
- Resolution Authorizing the Award of the Contract for the 2022 Alley Improvements Project (400 Block Elgin-Harlem: East West; 1100 Block Elgin-Harlem: North-South)
- Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for the 2022 Alley Improvements Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.



VILLAGE OF FOREST PARK

ALLEY IMPROVEMENTS

REVISED NOVEMBER 2021



0 400' 800' 1600'

LEGEND

ALLEY CONDITION

- RECONSTRUCTED WITH INVERTED CROWN
- AVERAGE (10–20 YEARS)
- POOR (8–10 YEARS)
- UNSERVICEABLE (< 8 YEARS)
- UNDER CONSTRUCTION

ALLEY INVENTORY

- 97 ALLEYS WITH INVERTED CROWN OR UNDER CONSTRUCTION
59 NORTH SIDE, 38 SOUTH SIDE
- 20 ALLEYS NOT RECONSTRUCTED
3 NORTH SIDE, 17 SOUTH SIDE
- * PARTIAL ALLEYS WERE COUNTED AS HALF RECONSTRUCTED, HALF NOT RECONSTRUCTED.
- CDBG ELIGIBLE AREA



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

CLIENT:



VILLAGE OF
FOREST PARK

DSGN.		
OWN.		
CHKD.		
SCALE:	*SCALE*	
PLOT DATE:	*DATE*	
CAD USER:	*USER*	
FILE:	*FILE*	
MODEL:	*MODEL NAME*	

TITLE:

ALLEY IMPROVEMENT EXHIBIT

PROJ. NO.

DATE:

SHEET OF

DRAWING NO.

RESOLUTION NO. R-_____ -22

**A RESOLUTION AUTHORIZING THE AWARD OF THE CONTRACT
FOR THE 2022 ALLEY IMPROVEMENTS PROJECT
(400 Block Elgin-Harlem: East-West; 1100 Block Elgin-Harlem: North-South)**

WHEREAS, the Village of Forest Park has approved specifications and advertised for bids for the 2022 Alley Improvements Project ("Project"); and

WHEREAS, on August 30, 2022 at 10:00 a.m., the bid results were publicly opened, read aloud and the following four (4) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

Contractor	Bid
<i>Engineer's Estimate</i>	<i>\$310,275.00</i>
J. Nardulli Concrete, Inc.	\$285,760.00
Schroeder & Schroeder, Inc.	\$289,897.00
Triggi Construction, Inc.	\$294,275.00
Alliance Contractors, Inc.	\$404,182.25

WHEREAS, J. Nardulli Concrete, Inc. was the apparent low bidder for the bid for the Project and provided the correct forms required, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined J. Nardulli Concrete, Inc. to be a responsible bidder for the bid, and have recommended to the Village Council that the award of contract for the Project be made to J. Nardulli Concrete, Inc., for the bid in the amount of \$285,760.00; and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible bidder, J. Nardulli Concrete, Inc., for the bid in the amount of \$285,760.00; and

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

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible bidder, J. Nardulli Concrete, Inc., for the bid in the amount of \$285,760.00.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible bidder, J. Nardulli Concrete, Inc., for the bid in the amount of \$285,760.00.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of September, 2022.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 30, 2022

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: 2022 Alley Improvement Project
Bid Results / Recommendation of Award
(CBBEL Project No. 00-23BG0108)

Dear Mr. Amidei:

On Tuesday, August 30, 2022 at 10:00 a.m. bids were received at the Village of Forest Park, Village Hall and opened for the 2022 Alley Improvement Project. Four (4) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 310,275.00
1	J. Nardulli Concrete, Inc.	\$ 285,760.00
2	Schroeder & Schroeder, Inc.	\$ 289,897.00
3	Triggi Construction, Inc.	\$ 294,275.00
4	Alliance Contractors, Inc.	\$ 404,182.25

J. Nardulli Concrete, Inc. is the low bidder with a bid of \$ 285,760.00. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with J. Nardulli Concrete, Inc. previously and they appear qualified to perform this work.

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

Sincerely,

James F. Amelio, PE
Senior Project Manager

cc: Sal Stella – Village of Forest Park

Village of Forest Park 2022 Alley Reconstruction Project BID TABULATION August 30, 2022, 10:00 AM PREPARED BY: CHRISTOPHER B. BURKE ENGINEERING				ENGINEERS ESTIMATE		J. Nardulli Concrete, Inc.		Schroeder & Schroeder, Inc.		Triggi Construction, Inc.		Alliance Contractors, Inc.	
Item	Description	Unit	Quantity	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost	Unit Price	Unit Cost
1	EARTH EXCAVATION	CY	442	\$ 50.00	\$ 22,100.00	\$ 50.00	\$ 22,100.00	\$ 35.00	\$ 15,470.00	\$ 50.00	\$ 22,100.00	\$ 7.50	\$ 3,315.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	45	\$ 50.00	\$ 2,250.00	\$ 35.00	\$ 1,575.00	\$ 40.00	\$ 1,800.00	\$ 40.00	\$ 1,800.00	\$ 15.00	\$ 675.00
3	POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	45	\$ 50.00	\$ 2,250.00	\$ 35.00	\$ 1,575.00	\$ 38.00	\$ 1,710.00	\$ 35.00	\$ 1,575.00	\$ 48.00	\$ 2,160.00
4	TRENCH BACKFILL, SPECIAL (CA-7)	CY	5	\$ 50.00	\$ 250.00	\$ 90.00	\$ 450.00	\$ 54.00	\$ 270.00	\$ 100.00	\$ 500.00	\$ 60.00	\$ 300.00
5	INLET FILTERS	EACH	8	\$ 250.00	\$ 2,000.00	\$ 230.00	\$ 1,840.00	\$ 150.00	\$ 1,200.00	\$ 250.00	\$ 2,000.00	\$ 25.00	\$ 200.00
6	SUBBASE GRANULAR MATERIAL TYPE B, 6"	SY	1175	\$ 12.00	\$ 14,100.00	\$ 10.50	\$ 12,337.50	\$ 8.50	\$ 9,987.50	\$ 15.00	\$ 17,625.00	\$ 12.00	\$ 14,100.00
7	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SY	1175	\$ 110.00	\$ 129,250.00	\$ 75.00	\$ 88,125.00	\$ 85.00	\$ 99,875.00	\$ 80.00	\$ 94,000.00	\$ 169.50	\$ 199,162.50
8	PAVEMENT FABRIC (SPECIAL)	SY	1175	\$ 10.00	\$ 11,750.00	\$ 9.00	\$ 10,575.00	\$ 9.00	\$ 10,575.00	\$ 10.00	\$ 11,750.00	\$ 11.50	\$ 13,512.50
9	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SPECIAL	SF	230	\$ 15.00	\$ 3,450.00	\$ 12.00	\$ 2,760.00	\$ 10.50	\$ 2,415.00	\$ 8.00	\$ 1,840.00	\$ 10.15	\$ 2,334.50
10	SIDEWALK REMOVAL	SF	230	\$ 2.00	\$ 460.00	\$ 3.00	\$ 690.00	\$ 2.00	\$ 460.00	\$ 2.00	\$ 460.00	\$ 3.00	\$ 690.00
11	PAVEMENT REMOVAL (SPECIAL)	SY	1175	\$ 15.00	\$ 17,625.00	\$ 20.00	\$ 23,500.00	\$ 22.00	\$ 25,850.00	\$ 15.00	\$ 17,625.00	\$ 25.00	\$ 29,375.00
12	STORM SEWER REMOVAL 8"	LF	8	\$ 25.00	\$ 200.00	\$ 25.00	\$ 200.00	\$ 25.00	\$ 200.00	\$ 25.00	\$ 200.00	\$ 25.00	\$ 200.00
13	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 7,200.00	\$ 7,200.00	\$ 6,950.00	\$ 6,950.00	\$ 7,500.00	\$ 7,500.00	\$ 4,900.00	\$ 4,900.00
14	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	5	\$ 2,000.00	\$ 10,000.00	\$ 2,600.00	\$ 13,000.00	\$ 2,450.00	\$ 12,250.00	\$ 2,750.00	\$ 13,750.00	\$ 2,400.00	\$ 12,000.00
15	REMOVING CATCH BASINS	EACH	2	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00	\$ 325.00	\$ 650.00	\$ 825.00	\$ 1,650.00	\$ 250.00	\$ 500.00
16	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,750.00	\$ 5,750.00	\$ 5,000.00	\$ 5,000.00	\$ 8,900.00	\$ 8,900.00
17	AGGREGATE FOR TEMPORARY ACCESS	TON	20	\$ 20.00	\$ 400.00	\$ 1.00	\$ 20.00	\$ 22.00	\$ 440.00	\$ 50.00	\$ 1,000.00	\$ 25.00	\$ 500.00
18	CONSTRUCTION LAYOUT	L. SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00
19	PRECONSTRUCTION VIDEO TAPING	L. SUM	1	\$ 750.00	\$ 750.00	\$ 450.00	\$ 450.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
20	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SY	50	\$ 150.00	\$ 7,500.00	\$ 200.00	\$ 10,000.00	\$ 115.00	\$ 5,750.00	\$ 200.00	\$ 10,000.00	\$ 146.25	\$ 7,312.50
21	CORED CONNECTION TO STRUCTURE / SEWER	EACH	4	\$ 1,500.00	\$ 6,000.00	\$ 1,065.00	\$ 4,260.00	\$ 975.00	\$ 3,900.00	\$ 1,075.00	\$ 4,300.00	\$ 250.00	\$ 1,000.00
22	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	218	\$ 50.00	\$ 10,900.00	\$ 40.00	\$ 8,720.00	\$ 47.00	\$ 10,246.00	\$ 50.00	\$ 10,900.00	\$ 58.00	\$ 12,644.00
23	DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	EACH	4	\$ 250.00	\$ 1,000.00	\$ 400.00	\$ 1,600.00	\$ 39.00	\$ 156.00	\$ 250.00	\$ 1,000.00	\$ 350.00	\$ 1,400.00
24	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SY	230	\$ 45.00	\$ 10,350.00	\$ 48.00	\$ 11,040.00	\$ 68.00	\$ 15,640.00	\$ 65.00	\$ 14,950.00	\$ 107.00	\$ 24,610.00
25	PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8"	SY	270	\$ 70.00	\$ 18,900.00	\$ 95.00	\$ 25,650.00	\$ 85.00	\$ 22,950.00	\$ 85.00	\$ 22,950.00	\$ 132.00	\$ 35,640.00
26	STRUCTURE TO BE ADJUSTED	EACH	7	\$ 350.00	\$ 2,450.00	\$ 365.00	\$ 2,555.00	\$ 450.00	\$ 3,150.00	\$ 375.00	\$ 2,625.00	\$ 325.00	\$ 2,275.00
*27	TENSAR GEOGRID	SY	1175	\$ 4.00	\$ 4,700.00	\$ 2.50	\$ 2,937.50	\$ 3.50	\$ 4,112.50	\$ 5.00	\$ 5,875.00	\$ 3.75	\$ 4,406.25
*28	EDGE SLOPE ADJUSTMENT	LF	180	\$ 8.00	\$ 1,440.00	\$ 12.00	\$ 2,160.00	\$ 8.00	\$ 1,440.00	\$ 10.00	\$ 1,800.00	\$ 1.00	\$ 180.00
*29	STORM SEWERS, 8" (SPECIAL)	FOOT	32	\$ 100.00	\$ 3,200.00	\$ 120.00	\$ 3,840.00	\$ 350.00	\$ 11,200.00	\$ 125.00	\$ 4,000.00	\$ 295.00	\$ 9,440.00
*30	ITEMS ORDERED BY ENGINEER	L.SUM	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
AS-READ TOTAL:				\$ 310,275.00		\$ 285,760.00		\$ 289,897.00		\$ 294,275.00		\$ 404,182.25	
CALCULATED TOTAL:				\$ 310,275.00		\$ 285,760.00		\$ 289,897.00		\$ 294,275.00		\$ 404,182.25	

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES
PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
FOR THE 2022 ALLEY IMPROVEMENT PROJECT BY
AND BETWEEN THE VILLAGE OF FOREST PARK
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Forest Park (the "Village"), it is advisable, necessary and in the public interest that the Village contract for professional engineering services in connection with the 2022 Alley Improvement Project ("Project") within the Village; and

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional engineering services for the Project for a total estimated cost of Twenty-Four Thousand Three Hundred Ten and 00/100 Dollars (\$24,310.00) ("Proposal"); and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal for the Project.

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

Section 1. The facts and statements contained in the preamble clauses 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 the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal with Burke, for the furnishing of professional engineering services for the Project.

Section 3. The Village Administrator is hereby authorized and directed to execute the Proposal with Burke for professional engineering services for the Project, a copy of which Proposal is attached hereto, marked as Exhibit A and made a part hereof.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT A

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
2022 ALLEY IMPROVEMENT PROJECT
PROFESSIONAL ENGINEERING SERVICES PROPOSAL**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 8, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering for
the 2022 Alley Improvements Project

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for construction engineering services related to the 2022 Alley Improvements Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the project consists of Portland Cement Concrete Pavement, subbase granular material, storm sewer and drainage structures, driveway removal and replacement, curb and gutter removal and replacement, and PCC sidewalk as designed by CBBEL. The work is located on the 400 Block Alley Elgin-Harlem and 1100 Block Alley Elgin-Harlem in the Village of Forest Park. It is our understanding that the Village will be using Local funds and the work is to be completed by November 18, 2022.

SCOPE OF WORK

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

Task 1 – Pre-Construction Services

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

Task 2 – Construction Observation

CBBEL will provide one part-time Resident Engineer (4 hours / day) for the duration of the Project (assumes work to occur in a duration of 6 weeks, to be completed by November 18). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many similar projects for the Village of Forest Park.

Construction observation will include the following tasks:

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

Task 3 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.

Task 4 – Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. to confirm quality of concrete mixes provided on the first pour. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

ESTIMATE OF FEE

Our Estimate of Fee is \$24,310.00 as shown on the attached exhibit A.

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

KEW

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CBBEL WORK EFFORT
Village of Forest Park

Construction Engineering - 2022 Alley Improvements Project

	Personnel & Hours				
	ENG IV	Engineer III	Total Hours	% of Hours	Total Cost
Rate	\$210.00	\$155.00			
Pre-Construction Services	4	12	16	10.8%	\$ 2,700.00
Construction Observation		120	120	81.1%	\$ 18,600.00
Post-Construction		12	12	8.1%	\$ 1,860.00
Subtotal	4	144	148		
% of Hours	2.7%	97.3%			
Total Cost	\$ 840.00	\$ 22,320.00	\$ 23,160.00		\$ 23,160.00
Direct Costs					
Material Testing					\$ 1,150.00
Total Cost					\$ 24,310.00

***Estimated 4 hours / day for 6 weeks*

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

September 12, 2022

Issue Statement

Request for Village Council action: Resolution Authorizing the Award of the Contract for the 2022 Sidewalk Improvements Project (Various Locations)

Background

Bids were received on August 18, 2022 regarding the Village's intent to rehabilitate sidewalk squares in various locations throughout town.

This quantity of squares consists of resident requests collected over the course of the past two years and further confirmed by the Public Works Department as squares that are in need of complete replacement as either significant cracks are present, or in some cases, are in pulverized condition.

The lower bidder of the project was J. Nardulli Concrete, Inc. at \$47,250 (engineer's estimate: \$45,500).

With construction observation engineering (\$8,860), the total cost of this project will amount to \$56,110.

The Village pursued a stand-alone sidewalk bid this year as previous sidewalk replacement/rehabilitation efforts are done in conjunction with annual water main replacement projects. Water main replacement projects were put on hold in 2022 and are planned for 2023, following notice of State funding allocations for lead water service line replacements.

Typically, the Village replaces approximately \$50,000-\$75,000 worth of sidewalks each year. Separately from this project, the Public Works Department will coordinate the grinding of raised sidewalk joints this coming fall.

Attachments

- Resolution Authorizing the Award of the Contract for the 2022 Sidewalk Improvements Project (Various Locations)
- Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for the 2022 Sidewalk Improvement Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.

RESOLUTION NO. R-_____ -22

**A RESOLUTION AUTHORIZING THE AWARD OF THE CONTRACT
FOR THE 2022 SIDEWALK IMPROVEMENTS PROJECT**

WHEREAS, the Village of Forest Park has approved specifications and advertised for bids for the 2022 Sidewalk Improvements Project ("Project"); and

WHEREAS, on August 18, 2022 at 10:00 a.m., the bid results were publicly opened, read aloud and the following four (4) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

Contractor	Bid
<i>Engineer's Estimate</i>	<i>\$45,500.00</i>
J. Nardulli Concrete, Inc.	\$47,250.00
Schroeder & Schroeder, Inc.	\$49,000.00
MYS, Inc.	\$55,125.00
Alliance Contractors, Inc.	\$75,250.00

WHEREAS, J. Nardulli Concrete, Inc. was the apparent low bidder for the bid for the Project and provided the correct forms required, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined J. Nardulli Concrete, Inc. to be a responsible bidder for the bid, and have recommended to the Village Council that the award of contract for the Project be made to J. Nardulli Concrete, Inc., for the bid in the amount of \$47,250.00; and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible bidder, J. Nardulli Concrete, Inc., for the bid in the amount of \$47,250.00; and

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

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible bidder, J. Nardulli Concrete, Inc., for the bid in the amount of \$47,250.00.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible bidder, J. Nardulli Concrete, Inc., for the bid in the amount of \$47,250.00.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of September, 2022.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 19, 2022

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: 2022 Sidewalk Improvement Project
Bid Results / Recommendation of Award
(CBBEL Project No. 00-23BG0111)

Dear Mr. Amidei:

On Thursday, August 18, 2022 at 10:00 a.m. bids were received at the Village of Forest Park, Village Hall and opened for the 2022 Sidewalk Improvement Project. Four (4) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 45,500.00
1	J. NARDULLI CONCRETE, INC.	\$ 47,250.00
2	SCHROEDER & SCHROEDER, INC.	\$ 49,000.00
3	MYS, INC.	\$ 55,125.00
4	ALLIANCE CONTRACTORS, INC.	\$75,250.00

J. Nardulli Concrete, Inc. is the low bidder with a bid of \$47,250.00. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with J. Nardulli Concrete, Inc. previously and they appear qualified to perform this work.

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

Sincerely,

James F. Amelio, PE
Senior Project Manager

cc: Sal Stella – Village of Forest Park

Village of Forest Park 2022 Sidewalk Improvement Project
 Engineer's Opinion of Probable Construction Cost
 8/18/2022

				ENGINEERS ESTIMATE		NARDULLI		SCHROEDER&SCHROEDER		MYS		ALLIANCE	
1	PORTLAND CEMENT CONCRETE SIDEWALK5 INCH SPECIAL	SQ FT	3500	\$ 10.00	\$ 35,000.00	\$ 13.00	\$ 45,500.00	\$ 12.50	\$ 43,750.00	\$ 10.75	\$ 37,625.00	\$ 19.00	\$ 66,500.00
2	SIDEWALK REMOVAL	SQ FT	3500	\$ 3.00	\$ 10,500.00	\$ 0.50	\$ 1,750.00	\$ 1.50	\$ 5,250.00	\$ 5.00	\$ 17,500.00	\$ 2.50	\$ 8,750.00
				\$ 45,500.00		\$ 47,250.00		\$ 49,000.00		\$ 55,125.00		\$ 75,250.00	

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES
PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
FOR THE 2022 SIDEWALK IMPROVEMENT PROJECT BY
AND BETWEEN THE VILLAGE OF FOREST PARK
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Forest Park (the "Village"), it is advisable, necessary and in the public interest that the Village contract for professional engineering services in connection with the 2022 Sidewalk Improvement Project ("Project") within the Village; and

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional engineering services for the Project for a total estimated cost of Eight Thousand Eight Hundred Sixty and 00/100 Dollars (\$8,860.00) ("Proposal"); and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the proposal for the Project.

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

Section 1. The facts and statements contained in the preamble clauses 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 the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal with Burke, for the furnishing of professional engineering services for the Project.

Section 3. The Village Administrator is hereby authorized and directed to execute the Proposal with Burke for professional engineering services for the Project, a copy of which Proposal is attached hereto, marked as Exhibit A and made a part hereof.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT A

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
2022 SIDEWALK IMPROVEMENT PROJECT
PROFESSIONAL ENGINEERING SERVICES PROPOSAL**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 26, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering for
the 2022 Sidewalk Improvement Project

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for construction engineering services related to the 2022 Sidewalk Improvement Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the project consists of PCC Sidewalk Removal & Replacement (and incidental work necessary to complete the improvements) at various locations throughout the Village as designed by CBBEL. The work includes various sidewalk square replacements as identified by CBBEL, with carriage walk and catwalk replacements as necessary. It is our understanding that the Village will be using Local funds and the work is to be completed in 20 Working Days.

SCOPE OF WORK

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

Task 1 – Pre-Construction Services

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

Task 2 – Construction Observation

CBBEL will provide one part-time Resident Engineer (2 hours / day) for the duration of the Project (assumes 20 Working Days). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many similar projects for the Village of Forest Park.

Construction observation will include the following tasks:

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

Task 3 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.

Task 4 – Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. to confirm quality of concrete mixes provided on the first pour. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

ESTIMATE OF FEE

Our Estimate of Fee is \$8,860.00 as shown on the attached exhibit A.

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

KEW

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CBBEL WORK EFFORT
Village of Forest Park

Construction Engineering - 2022 Sidewalk Improvement Project

	Personnel & Hours			% of Hours	Total Cost
	ENG IV	Engineer III	Total Hours		
Rate	\$210.00	\$155.00			
Pre-Construction Services	2	4	6	12.0%	\$ 1,040.00
Construction Observation		40	40	80.0%	\$ 6,200.00
Post-Construction		4	4	8.0%	\$ 620.00
Subtotal	2	48	50		
% of Hours	4.0%	96.0%			
Total Cost	\$ 420.00	\$ 7,440.00	\$ 7,860.00		\$ 7,860.00
Direct Costs					
Material Testing					\$ 1,000.00
Total Cost					\$ 8,860.00

***Estimated 2 hours / day for 20 Working Days*

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

September 12, 2022

Issue Statement

Request for Village Council action: Adoption of a Resolution Authorizing the Award of the Contract for the Van Buren Multi-Use Path Improvements Project for the Village of Forest Park

Background

Bids were received on August 18, 2022 for the Van Buren Street Multi-Use Path Project. This new 10' wide multi-use asphalt path is proposed to be installed along the west side of Van Buren Street from Madison Street to the CTA Parking Lot. This path is part of an overall plan to eventually connect the [Prairie Path](#) located at First Street in Maywood to other trail systems in our region, including the [Des Plaines River Trail](#).

The Village is receiving funding from the Invest in Cook Grant Program in an amount of \$247,500. The remaining project costs will be paid for by via the Village's VIP Fund.

The low bidder on the project was MYS, Inc. at \$509,343.68 (engineer's estimate: \$464,952).

With construction engineering (\$65,460), the total cost of this project is \$574,803.68.

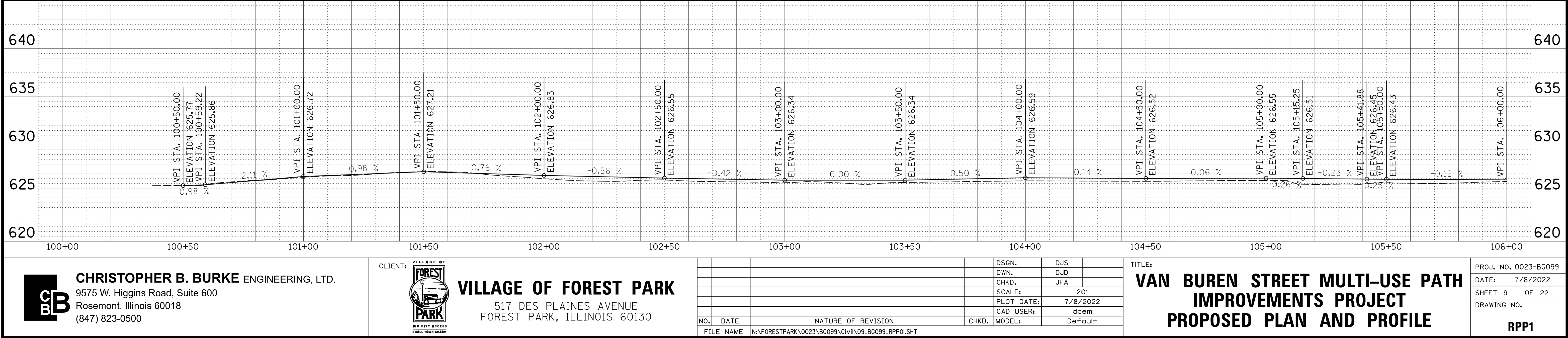
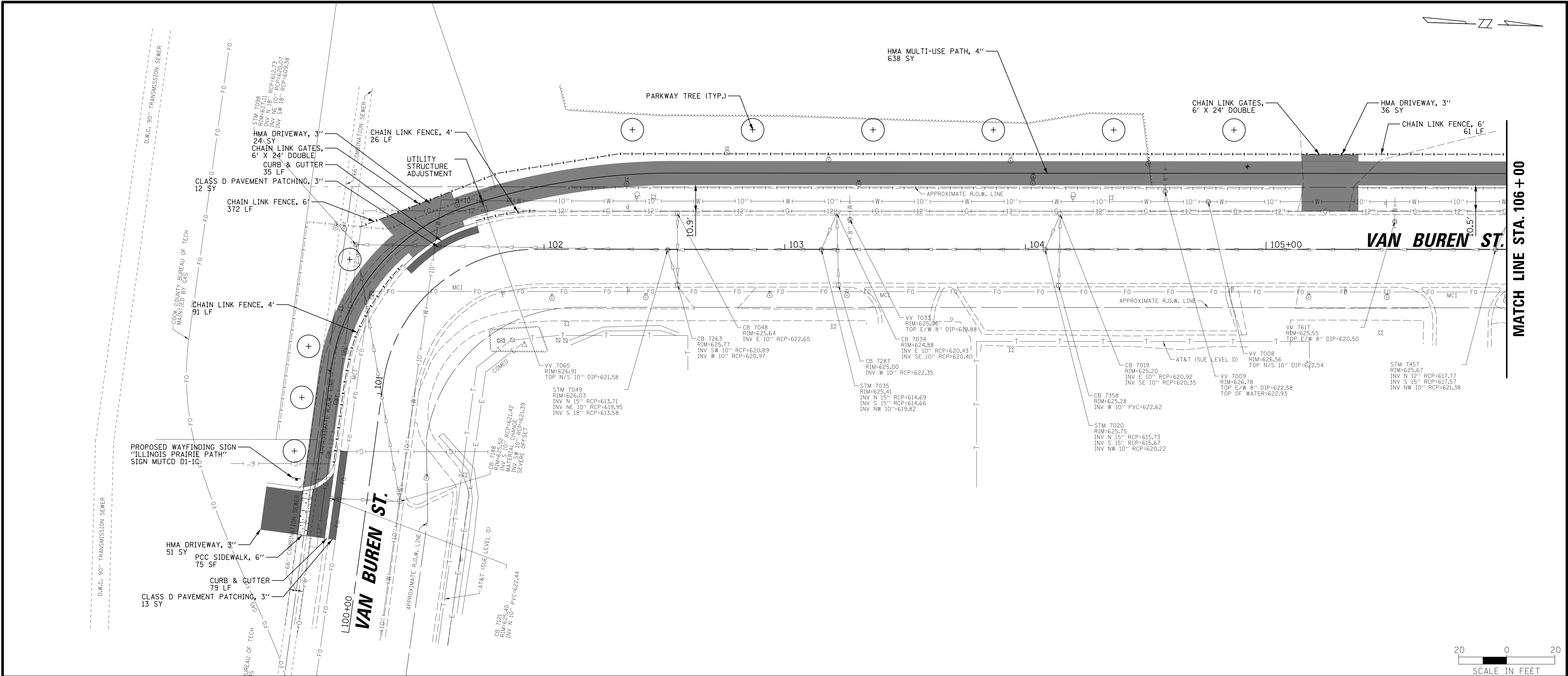
In February of 2022, the total project cost estimate (including engineering) amounted to \$540,000.

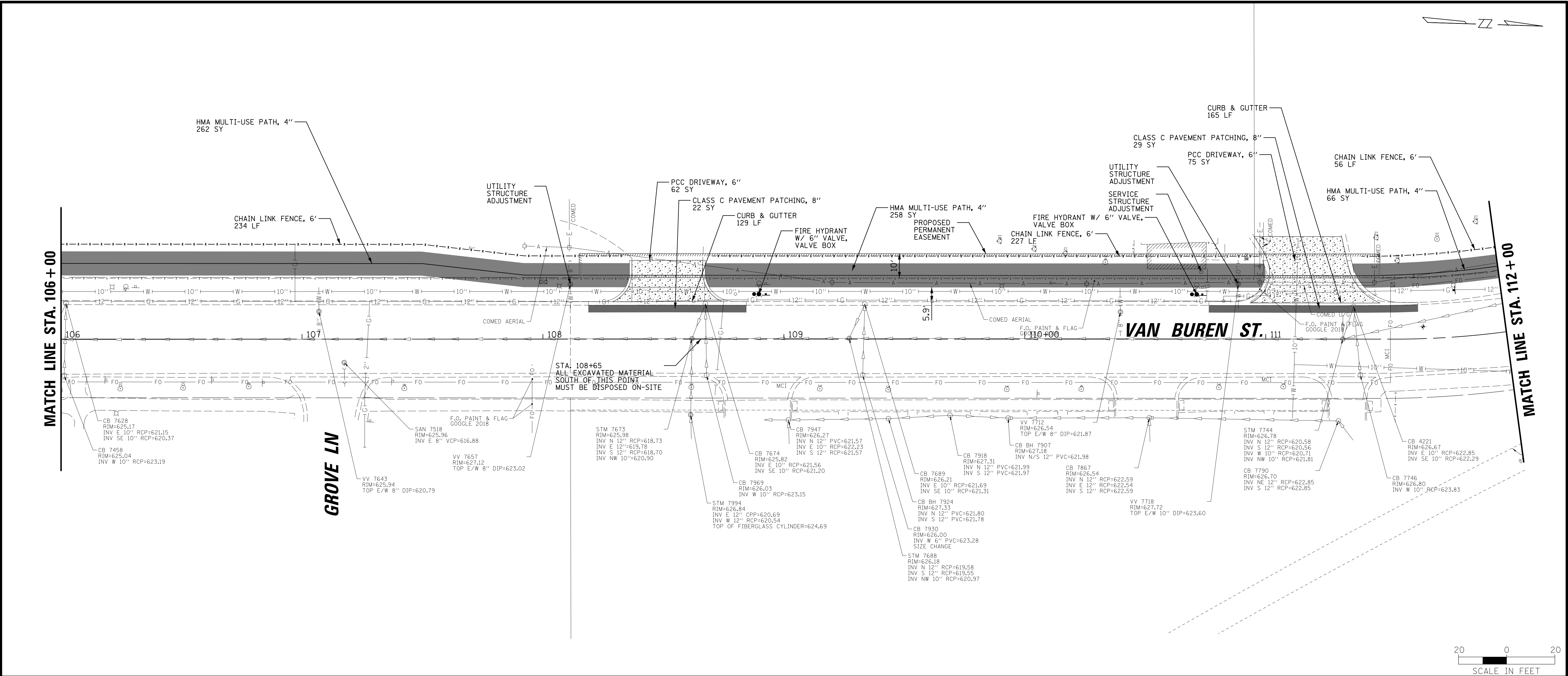
The cost increases include those variables associated with inflation as well as soil disposal costs that are required as a result of the soil borings that were taken along the project route.

It is also hoped that some synergies with engineering fees can be realized with multiple Village projects that are occurring at the same time, thereby reducing the above costs for construction observation services.

Attachments

- Project Plans
- Resolution Authorizing the Award of the Contract for the Van Buren Multi-Use Path Improvements Project for the Village of Forest Park
- Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for the Van Buren Multi-Use Path Improvements Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.





		CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500		CLIENT: VILLAGE OF FOREST PARK 517 DES PLAINES AVENUE FOREST PARK, ILLINOIS 60130		DGN. DJS DWN. DJD CHKD. JFA SCALE: 20' PLOT DATE: 7/8/2022 CAD USER: ddem MODEL: Default		TITLE: VAN BUREN STREET MULTI-USE PATH IMPROVEMENTS PROJECT PROPOSED PLAN AND PROFILE		PROJ. NO. 0023-BG099 DATE: 7/8/2022 SHEET 10 OF 22 DRAWING NO. RPP2	
NO. DATE NATURE OF REVISION		CHKD.		FILE NAME N:\FORESTPARK\0023\BG099\CIVIL\NO_BG099_RPP02.SHT							

**RESOLUTION AUTHORIZING THE AWARD OF THE CONTRACT
FOR THE VAN BUREN MULTI-USE PATH IMPROVEMENTS PROJECT
FOR THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park approved specifications and advertised for bids for the Van Buren Multi-Use Path Improvements Project ("Project"); and

WHEREAS, on August 18, 2022 at 10:00 A.M. the bid results were publicly opened, read aloud and the following two (2) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd.:

	COMPANY	BID
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$464,952.00</i>
1	MYS, Inc.	\$509,343.68
2	A Lamp Concrete Contractors, Inc.	\$678,757.10

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

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineers, who have determined MYS, Inc. to be a responsible bidder and have recommended to the Village Council that the award of the contract for the Project be made to MYS, Inc. for their bid in the amount of \$509,343.68; and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project be made to the lowest responsible bidder, MYS, Inc. for their bid in the amount of \$509,343.68, which project is to be funded, in part, from an Invest in Cook Grant awarded to the Village in the amount of \$247,500.00; and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the

contract for the Project to MYS, Inc. and that the Village Clerk attest to the Mayor's signature on said documents.

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible bidder, MYS, Inc., for its bid in the amount of \$509,343.68.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible bidder, MYS, Inc., for its bid in the amount of \$509,343.68.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of September, 2022.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 19, 2022

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: Van Buren Multi Use Path Improvements
Bid Results / Recommendation of Award
(CBBEL Project No. 00-23BG0099)

Dear Mr. Amidei:

On Thursday, August 18, 2022, at 10:00 a.m. bids were received at the Village of Forest Park, Village Hall and opened for the subject project. Two (2) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 464,952.00
1	MYS, INC.	\$ 509,343.68
2	A LAMP CONCRETE CONTRACTORS, INC.	\$ 678,757.10

MYS, Inc. is the low bidder with a bid of \$509,343.68. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with MYS, Inc. previously and they appear qualified to perform this work.

This project will be receiving \$ 247,500 of construction funding from the Invest In Cook Program.

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

Sincerely,

James F. Amelio, PE
Senior Project Manager

cc: Sal Stella – Village of Forest Park

Village of Forest Park Van Buren Street Multi-use Path Improvements Project
 Engineer's Opinion of Probable Construction Cost
 8/18/2022
 Description of Work: Multi-Use Path installation

Roadway Costs						ENGINEERS ESTIMATE		MYS INC.		ALAMP	
SP	ITEM NO.	ITEM	UNIT	QUANTITY		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	170	\$	25.00	\$ 4,250.00	\$ 32.00	\$ 5,440.00	\$ 31.00	\$ 5,270.00
	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	310	\$	35.00	\$ 10,850.00	\$ 37.40	\$ 11,594.00	\$ 38.00	\$ 11,780.00
	20100500	TREE REMOVAL, ACRES	ACRE	0.2	\$	21,500.00	\$ 4,300.00	\$ 11,550.00	\$ 2,310.00	\$ 12,000.00	\$ 2,400.00
	20101200	TREE ROOT PRUNING	EACH	3	\$	160.00	\$ 480.00	\$ 220.00	\$ 660.00	\$ 225.00	\$ 675.00
	20200100	EARTH EXCAVATION	CU YD	483	\$	50.00	\$ 24,150.00	\$ 68.50	\$ 33,085.50	\$ 65.00	\$ 31,395.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	205	\$	100.00	\$ 20,500.00	\$ 68.50	\$ 14,042.50	\$ 30.00	\$ 6,150.00
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	20	\$	100.00	\$ 2,000.00	\$ 55.00	\$ 1,100.00	\$ 75.00	\$ 1,500.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1980	\$	5.50	\$ 10,890.00	\$ 6.75	\$ 13,365.00	\$ 5.00	\$ 9,900.00
	25000110	SEEDING, CLASS 1A	ACRE	0.5	\$	5,200.00	\$ 2,600.00	\$ 2,800.00	\$ 1,400.00	\$ 16,000.00	\$ 8,000.00
	25100630	EROSION CONTROL BLANKET	SQ YD	1980	\$	2.30	\$ 4,554.00	\$ 2.40	\$ 4,752.00	\$ 4.50	\$ 8,910.00
	25200200	SUPPLEMENTAL WATERING	UNIT	8	\$	100.00	\$ 800.00	\$ 0.01	\$ 0.08	\$ 10.00	\$ 80.00
	28000510	INLET FILTERS	EACH	10	\$	200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 125.00	\$ 1,250.00
	31101180	SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	140	\$	8.00	\$ 1,120.00	\$ 5.00	\$ 700.00	\$ 5.50	\$ 770.00
	31101300	SUBBASE GRANULAR MATERIAL, TYPE B 5"	SQ YD	210	\$	10.00	\$ 2,100.00	\$ 10.50	\$ 2,205.00	\$ 12.00	\$ 2,520.00
	31101600	SUBBASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	1910	\$	12.50	\$ 23,875.00	\$ 13.20	\$ 25,212.00	\$ 18.00	\$ 34,380.00
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1210	\$	2.00	\$ 2,420.00	\$ 0.01	\$ 12.10	\$ 0.01	\$ 12.10
	40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	260	\$	120.00	\$ 31,200.00	\$ 150.60	\$ 39,156.00	\$ 121.00	\$ 31,460.00
	40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	160	\$	140.00	\$ 22,400.00	\$ 167.00	\$ 26,720.00	\$ 135.00	\$ 21,600.00
	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	150	\$	62.00	\$ 9,300.00	\$ 87.75	\$ 13,162.50	\$ 85.00	\$ 12,750.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1230	\$	9.00	\$ 11,070.00	\$ 9.75	\$ 11,992.50	\$ 9.50	\$ 11,685.00
	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	80	\$	10.00	\$ 800.00	\$ 9.75	\$ 780.00	\$ 17.00	\$ 1,360.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	310	\$	17.00	\$ 5,270.00	\$ 25.00	\$ 7,750.00	\$ 12.00	\$ 3,720.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	280	\$	7.00	\$ 1,960.00	\$ 12.00	\$ 3,360.00	\$ 9.50	\$ 2,660.00
	44000600	SIDEWALK REMOVAL	SQ FT	1380	\$	3.00	\$ 4,140.00	\$ 2.50	\$ 3,450.00	\$ 2.00	\$ 2,760.00
	44201333	CLASS C PATCHES, TYPE III, 8 INCH	SQ YD	54	\$	500.00	\$ 27,000.00	\$ 175.00	\$ 9,450.00	\$ 200.00	\$ 10,800.00
	44201682	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	25	\$	65.00	\$ 1,625.00	\$ 175.00	\$ 4,375.00	\$ 90.00	\$ 2,250.00
*	56400500	FIRE HYDRANT TO BE REMOVED	EACH	2	\$	1,310.00	\$ 2,620.00	\$ 3,700.00	\$ 7,400.00	\$ 650.00	\$ 1,300.00
*	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$	6,900.00	\$ 13,800.00	\$ 17,000.00	\$ 34,000.00	\$ 20,000.00	\$ 40,000.00
*	56500600	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$	600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
*	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	430	\$	40.00	\$ 17,200.00	\$ 35.00	\$ 15,050.00	\$ 41.00	\$ 17,630.00
	66400105	CHAIN LINK FENCE, 4'	FOOT	123	\$	36.00	\$ 4,428.00	\$ 36.00	\$ 4,428.00	\$ 60.00	\$ 7,380.00
	66400305	CHAIN LINK FENCE, 6'	FOOT	1430	\$	30.00	\$ 42,900.00	\$ 40.50	\$ 57,915.00	\$ 70.00	\$ 100,100.00
	66408200	CHAIN LINK GATES, 6' X 24' DOUBLE	EACH	2	\$	5,000.00	\$ 10,000.00	\$ 2,025.00	\$ 4,050.00	\$ 8,000.00	\$ 16,000.00
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	61	\$	100.00	\$ 6,100.00	\$ 95.00	\$ 5,795.00	\$ 115.00	\$ 7,015.00
*	66901005	ENGINEERED BARRIER	SQ YD	20	\$	75.00	\$ 1,500.00	\$ 500.00	\$ 10,000.00	\$ 300.00	\$ 6,000.00
	67100100	MOBILIZATION	L SUM	1	\$	5,000.00	\$ 5,000.00	\$ 17,500.00	\$ 17,500.00	\$ 40,000.00	\$ 40,000.00
	72000100	SIGN PANEL - TYPE 1	SQ FT	3	\$	400.00	\$ 1,200.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00
	72900100	METAL POST - TYPE A	FOOT	1	\$	50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	80500200	ELECTRICAL CONNECTION TO EXISTING ELECTRIC SERVICE	EACH	1	\$	300.00	\$ 300.00	\$ 1,150.00	\$ 1,150.00	\$ 750.00	\$ 750.00
	81028210	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	140	\$	40.00	\$ 5,600.00	\$ 50.00	\$ 7,000.00	\$ 45.00	\$ 6,300.00
	81603038	UNIT DUCT, 600V, 2-1/2" NO. 6, 1/2" NO. 6 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	1500	\$	25.00	\$ 37,500.00	\$ 22.50	\$ 33,750.00	\$ 20.00	\$ 30,000.00
	A2008120	TREE, TILIA CORDATA GREENSPIRE (GREENSPIRE LITTLE LEAF LINDEN), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$	600.00	\$ 1,800.00	\$ 935.00	\$ 2,805.00	\$ 800.00	\$ 2,400.00
	A2000220	TREE, ACER X FREEMANNII MARMO (MARMO FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$	600.00	\$ 1,800.00	\$ 935.00	\$ 2,805.00	\$ 800.00	\$ 2,400.00
	A2006519	TREE, ULMUS TRIUMPH MORTON GLOSSY (HYBRID ELM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$	600.00	\$ 1,800.00	\$ 935.00	\$ 2,805.00	\$ 800.00	\$ 2,400.00
	A2007120	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$	600.00	\$ 1,800.00	\$ 935.00	\$ 2,805.00	\$ 800.00	\$ 2,400.00
	A2007620	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$	600.00	\$ 1,800.00	\$ 935.00	\$ 2,805.00	\$ 800.00	\$ 2,400.00
*	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	10000	\$	1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
*	N/A	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 62,000.00	\$ 62,000.00
*	N/A	BUILDING REMOVAL	L SUM	1	\$	10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 49,750.00	\$ 49,750.00
*	X0324915	RELOCATE LIGHTING UNIT, COMPLETE	EACH	5	\$	2,500.00	\$ 12,500.00	\$ 1,680.00	\$ 8,400.00	\$ 1,625.00	\$ 8,125.00
*	X0326806	WASHOUT BASIN	L SUM	1	\$	2,200.00	\$ 2,200.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
*	X2600012	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	EACH	3	\$	500.00	\$ 1,500.00	\$ 200.00	\$ 600.00	\$ 500.00	\$ 1,500.00
*	X8950077	REMOVE AND RELOCATE EXISTING LIGHTING CONTROLLER	EACH	1	\$	5,000.00	\$ 5,000.00	\$ 11,250.00	\$ 11,250.00	\$ 10,000.00	\$ 10,000.00
*	Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	120	\$	65.00	\$ 7,800.00	\$ 51.75	\$ 6,210.00	\$ 35.00	\$ 4,200.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$	4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00
*	Z0017400	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	3	\$	400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00	\$ 800.00	\$ 2,400.00
*	Z0022800	FENCE REMOVAL	FOOT	1430	\$	10.00	\$ 14,300.00	\$ 2.55	\$ 3,646.50	\$ 9.00	\$ 12,870.00
*	Z0033024	MAINTAIN EXISTING LIGHTING SYSTEM	CAL MO	2	\$	1,000.00	\$ 2,000.00	\$ 550.00	\$ 1,100.00	\$ 400.00	\$ 800.00
						TOTAL	\$ 464,952.00		\$ 509,343.68	TOTAL	\$ 678,757.10

RESOLUTION NO. R-_____ -22

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES
PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES FOR THE
VAN BUREN STREET MULTI-USE PATH IMPROVEMENTS PROJECT
BY AND BETWEEN THE VILLAGE OF FOREST PARK
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Forest Park (the "Village"), it is advisable, necessary and in the public interest that the Village contract for professional engineering services in connection with the Van Buren Street Multi-Use Path Improvements Project ("Project") within the Village; and

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional engineering services for the Project for a total estimated cost of Sixty-Five Thousand Four Hundred Sixty and 00/100 Dollars (\$65,460.00) ("Proposal"); and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the proposal for the Project.

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

Section 1. The facts and statements contained in the preamble clauses 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 the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal with Burke, for the furnishing of professional engineering services for the Project.

Section 3. The Village Administrator is hereby authorized and directed to execute the Proposal with Burke for professional engineering services for the Project, a copy of which Proposal is attached hereto, marked as Exhibit A and made a part hereof.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT A

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
VAN BUREN STREET MULTI-USE PATH IMPROVEMENTS PROJECT
PROFESSIONAL ENGINEERING SERVICES PROPOSAL**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 26, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering for the Van Buren Street Multi Use Path Improvements

Dear Mr. Amidei:

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

UNDERSTANDING OF THE ASSIGNMENT

We understand the project consists of Hot-Mix Asphalt, Portland Cement Concrete Pavement, subbase granular material, PCC/HMA driveway removal and replacement, PCC sidewalk removal and replacement, curb and gutter removal and replacement, light pole removal and replacement, and hydrant removal and replacement and collateral work necessary to complete the improvements as designed by CBBEL. The project is located on the 7700 block of Van Buren Street. It is our understanding that the Village will be using Local funds and is receiving Invest in Cook funds for a portion of construction costs. The work is a completion date project to be completed by December 1, 2022.

SCOPE OF WORK

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

Task 1 – Pre-Construction Services

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

Task 2 – Submittal Review and Technical Design Support

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

Task 3 – Construction Observation

CBBEL will provide one part-time Resident Engineer (6 hours / day) for the duration of the Project (assumes Late September start and December 1 finish). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many other projects for the Village of Forest Park.

Construction observation will include the following tasks:

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

- Schedule Quality Assurance site testing for HMA and PCC materials used on the project.

Task 4 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.

Task 5 – Material Testing (by others)

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

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

ESTIMATE OF FEE

Our Estimate of Fee is \$65,460.00 as shown on the attached exhibit A.

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

CBBEL WORK EFFORT
Village of Forest Park

Construction Engineering -Van Buren Street Multi Use Path Improvements

	Personnel & Hours				
	ENG V	Engineer III	Total Hours		
Rate	\$210.00	\$155.00		% of Hours	Total Cost
Pre-Construction Services	2	20	22	5.5%	\$ 3,520.00
Submittal Review & Technical Design Support		8	8	2.0%	\$ 1,240.00
Construction Observation		330	330	82.5%	\$ 51,150.00
Post-Construction		40	40	10.0%	\$ 6,200.00
Subtotal	2	398	400		
% of Hours	0.5%	99.5%			
Total Cost	\$ 420.00	\$ 61,690.00	\$ 62,110.00		\$ 62,110.00
Direct Costs					
Material Testing					\$ 3,350.00
Total Cost					\$ 65,460.00

***Estimated 6 hours / day for 11 Weeks*

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

September 12, 2022

Issue Statement

Request for Village Council action: Adoption of a Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for Phase II Design for the 2023 Alley Improvement Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.

Background

Recently, the Village submitted a project partnership application with the MWRD to reconstruct two alleys that would utilize green infrastructure elements – in this case, a 4' permeable paver ribbon. These two alleys consist of the 800-900 and 900-1000 blocks of Circle and Marengo. Permeable paver ribbons help provide for additional compensatory storage of storm water during rain events, which is especially important in areas with combined wastewater/stormwater sewers. Per the Village's alley atlas map, both of these alleys are in need of reconstruction and are located in an area where flooding has been reported in the past.

It is anticipated at the MWRD will make an announcement regarding its 2023 partnership awards in January of 2023.

Also on the Village's short-term list for alley reconstruction are the 900-1000 block of Dunlop and Lathrop and the 1100-1200 block of Circle and Marengo. Due to their location (as well as the availability of funds), these alleys need not be reconstructed with the utilization of green infrastructure elements; conventional construction (concrete) shall be used for their reconstruction.

In efforts to prepare for the Village's 2023 infrastructure improvement program, staff is recommending that the design and engineering of all four alleys be commenced immediately in order to bring them to a shovel-ready state so that bids can be prepared in early 2023 based upon the Village's success of being selected for an MWRD partnership. Should the Village be selected for an MWRD partnership, staff is recommending the reconstruction of the alleys along the 800-1000 blocks of Circle and Marengo be pursued in 2023. Should the Village not be selected for an MWRD partnership, then the other two alleys will be pursued for reconstruction in 2023.

Either way, it is recommended that engineering begin now for all four alleys, so that the bid process can commence as early as possible in 2023 no matter which route the Village ends up taking.

Attachments

- Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Construction Engineering Services for Phase II Design for the 2023 Alley Improvement Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.

RESOLUTION NO. R-_____-22

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR
CONSTRUCTION ENGINEERING SERVICES FOR PHASE II DESIGN FOR
THE 2023 ALLEY IMPROVEMENT PROJECT BY AND BETWEEN THE
VILLAGE OF FOREST PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Forest Park (the "Village"), it is advisable, necessary and in the public interest that the Village contract for professional engineering services for Phase II design in connection with the 2023 Alley Improvement Project ("Project") within the Village; and

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional engineering services for Phase II design for the Project for a total estimated cost of Seventy-Three Thousand Five Hundred and 00/100 Dollars (\$73,500.00) ("Proposal"); and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the proposal for the Project.

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

Section 1. The facts and statements contained in the preamble clauses 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 the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal with Burke, for the furnishing of professional engineering services for Phase II design for the Project.

Section 3. The Village Administrator is hereby authorized and directed to execute the Proposal with Burke for professional engineering services for Phase II design for the Project, a copy of which Proposal is attached hereto, marked as Exhibit A and made a part hereof.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED

Rory E. Hoskins, Mayor

ATTESTED

Vanessa Moritz, Village Clerk

EXHIBIT A

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
2023 ALLEY IMPROVEMENT PROJECT
PROFESSIONAL ENGINEERING SERVICES FOR PHASE II DESIGN PROPOSAL**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 29, 2022

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: 2023 Alley Improvement Project - Professional Engineering Services
Proposal for Phase II Design

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for design engineering services related to the 2023 Alley Improvement Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village wants to reconstruct four alleys. Depending on pending grant applications, the alleys may be bid in pairs over two years or all together. The four locations are: 900 block Dunlop-Lathrop alley, the 800, 900 and 1100 blocks of Circle-Marengo alleys. If the pending MWRD GI grant application is successful, then the 800 and 900 Circle-Marengo alleys will be green alleys with a 4' brick ribbon along the centerline. If the grant application is unsuccessful, those alleys will be designed and shelved pending future grant funding and/or future local funding. The other alleys will be constructed using a concrete pavement as done on previous alley projects within the Village.

It is our understanding that the Village will be using local funding to cover Design and Construction Engineering and a combination of Forest Park Water Fund and VIP fund and/or MWRD GI funding to pay for the storm sewer and alley pavement construction costs respectively.

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

SCOPE OF WORK

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

Task 1 – Topographic Survey

CBBEL will perform a topographic survey of the proposed alley locations. The survey will be used as a base map for design purposes. Included are the following survey tasks:

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

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

Task 2 – Pavement and Soils Investigation

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

Task 3 – Field Reconnaissance

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

Task 4 – Utility Coordination

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

Task 5 – Preparation of Plans and Specifications

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

Task 6 – Permitting

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

Task 7 – Bidding Assistance

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

ESTIMATE OF FEE

Our Estimate of Fee is \$73,500.00 as shown on the attached exhibit A.

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

VILLAGE OF FOREST PARK
2023 ALLEY IMPROVEMENT PROJECT
WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

Classification	Engineer				Survey					CAD Manager	GeoTech Sub	Total Hours	Total Cost
	V	IV	III	I/II	V	IV	III	II	I				
Rate (\$/hr)	\$210.00	\$175.00	\$155.00	\$125.00	\$230.00	\$210.00	\$185.00	\$150.00	\$115.00	\$195.00	\$1.00		
Phase II - Design Engineering													
Task 1 - Topographic Survey					1	4	4	30	30	16		85	\$ 12,880.00
Task 2 - Pavement and Soils Investigation											2950	0	\$ 2,950.00
Task 3 - Field Reconnaissance	4		16									20	\$ 3,320.00
Task 4 - Utility Coordination				6			16					22	\$ 3,710.00
Task 5 - Preparation of Plans and Specifications	60			240						8		308	\$ 44,160.00
Task 6 - Permitting	10			12								22	\$ 3,600.00
Task 7 - Bidding Assistance	8			8								16	\$ 2,680.00
												Subtotal Cost =	\$ 73,300.00
Subtotals	82	0	16	266	1	4	20	30	30	24		473	
Percentage of Hours	17.3%	0.0%	3.4%	56.2%	0.2%	0.8%	4.2%	6.3%	6.3%	5.1%		100.0%	
Total Personnel Cost	\$17,220.00	\$0.00	\$2,480.00	\$33,250.00	\$230.00	\$840.00	\$3,700.00	\$4,500.00	\$3,450.00	\$4,680.00	\$2,950.00	Running Cost =	\$ 73,300.00
												Direct Cost =	\$ 200.00
												TOTAL COST =	\$ 73,500.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

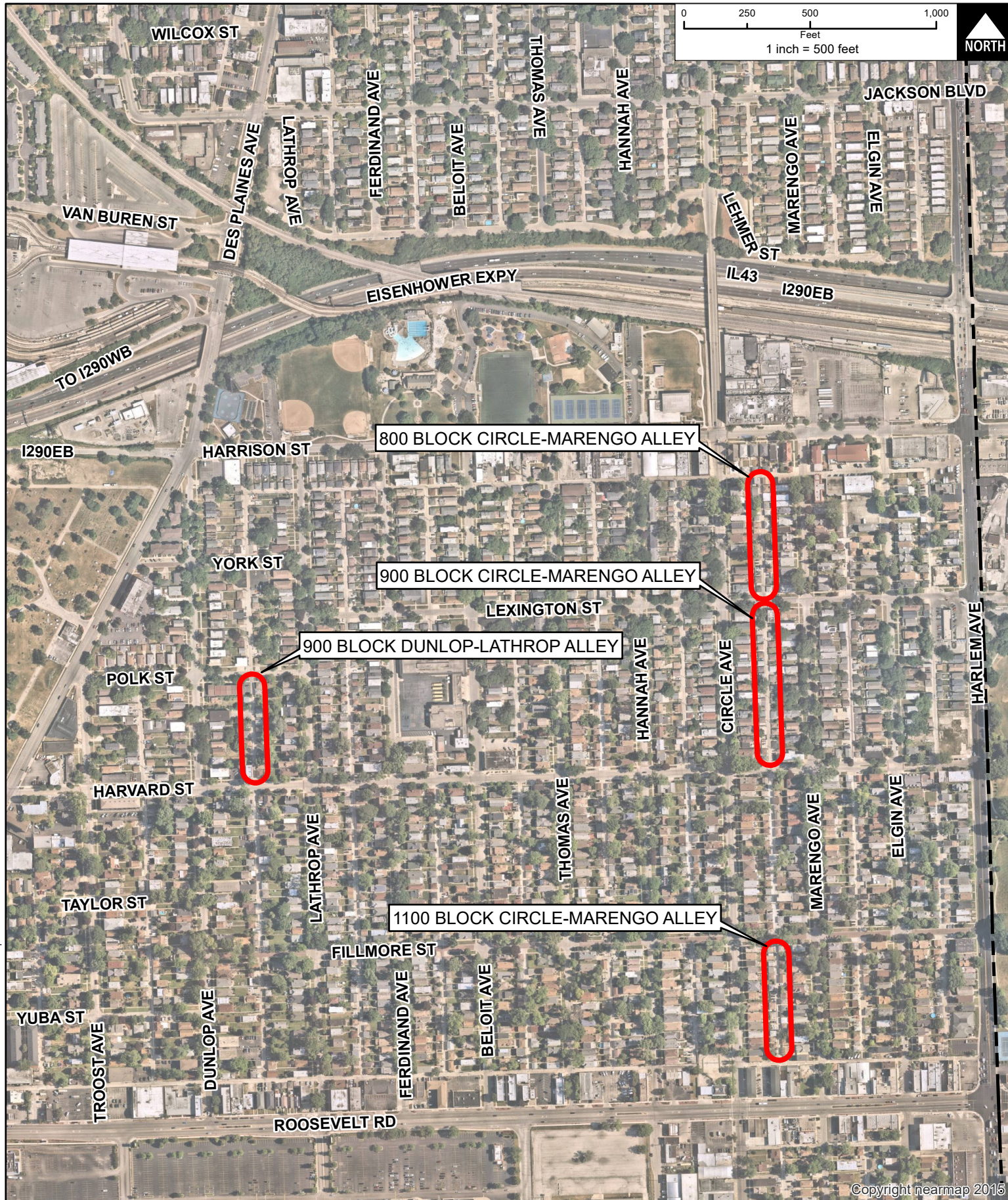
30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site,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

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

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

Path: N:\FORESTPARK\0023\GENERAL\2017\MMWRD Green Infrastructure Grant\Location Map 2023.mxd



Copyright nearmap 2015

CLIENT:



TITLE:

PROJECT LOCATION MAP 2023 ALLEYS

PROJ. NO. 000023

DATE: 08/17/2022

SHEET 1 OF 1

DRAWING NO.



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

DSGN.		SCALE:	1:6,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	8/17/2022
FILE:	Location Map 2023		

EXH 1

Forest Park Police Department

Field Services

Memorandum

TO: Moses Amidei

FROM: Chief Ken Gross

DATE: 09Sep22

SUBJECT: 2022-2023 IDOT Traffic Enforcement Grant

Since at least 2010, the Forest Park Police Department has taken part in a grant from the Illinois Department of Transportation (IDOT) that pays for officers to perform traffic safety enforcement within the Village of Forest Park.

I would like to sign up for this grant, again, in the 2022-2033 year.

RESOLUTION NO. R-_____-22

**A RESOLUTION AUTHORIZING ACCEPTANCE AND
EXECUTION OF AN ILLINOIS DEPARTMENT OF
TRANSPORTATION STATE AND COMMUNITY HIGHWAY SAFETY/
NATIONAL PRIORITY SAFETY PROGRAM GRANT AGREEMENT**

WHEREAS, the Village of Forest Park has made application to the Illinois Department of Transportation (“IDOT”) for a Highway Safety Program Grant (“Grant”); and

WHEREAS, the Village has been granted and is required to accept the terms of the Grant with IDOT in the amount of \$40,350.24.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, that the request for the Grant, in the amount of \$40,350.24, be accepted and approved.

BE IT FURTHER RESOLVED that the Chief of Police is authorized to execute, on behalf of the Village of Forest Park, the acceptance of the Grant with IDOT, a copy of which is attached hereto as Exhibit A and made a part hereof.

BE IT FURTHER RESOLVED that the Chief of Police or his designee is hereby authorized and directed to execute any and all other documents and to perform all other requirements in connection with the request for the Grant.

BE IT FURTHER RESOLVED that the Village of Forest Park agrees to accept the \$40,350.24 Grant from IDOT, and further agrees to use the funds received pursuant to said Grant.

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ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12th
day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of September, 2022.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of September, 2022.

Vanessa Moritz, Village Clerk

EXHIBIT A

**Illinois Department of Transportation
State and Community Highway Safety/
National Priority Safety Program Grant Agreement**

Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:
 - U.S. and Canada: +1 888 258 5388, +1 206 452 7455
 - London: +44 330 822 0429
 - Singapore: +65 3158 6882
 - Australia: +61 280 155 634

From:	Leticia Olmsted
Envelope Subject:	
Attachments to Fax:	
Envelope ID:	
Sender Account Name:	Illinois Department of Transportation
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: <https://support.docusign.com>

Note:

Fax transmissions take approximately one minute per page faxed.

This page may only be used once. If you would like to fax again, you must print a new cover page.



To Cynthia Watters	From Aundra Williams	IDOT Reference Number 23-0343-35187
Subject Request For Agreement Approval under \$250,000		Date 09/02/22

AGREEMENT INFORMATION

Office Highways Project Implementation	District / CO CO	Bureau Safety Programs & Engineering																
BoBS Contact Person Santita Nunn		Phone Number (217) 558-2090	Fax Number															
Description of Service State and Community Highway Safety/National Priority Safety Program																		
Project in Relation to Highway Safety																		
Description of Action required Executive Signatures for Grant Execution																		
<input checked="" type="checkbox"/> Initial Legal Review for Grant/IGA/Renewal/Amendment as to Form Completed By <u>Tim Morris</u>																		
<input type="checkbox"/> Financial Disclosures Reviewed as to Form Completed By _____																		
Fiscal Year(s) 2023	Amount Being Obligated \$40,350.24	Start Date 10/01/2022	End Date 09/30/2023															
		NOSA / SAIN Number 0343-35187																
Appropriation Account Code 																		
Compensation Method (Check One): <input checked="" type="checkbox"/> Estimated <input type="checkbox"/> Lump Sum <input type="checkbox"/> Schedule of Rates <input type="checkbox"/> Flat Rate																		
Agreement Type (Attach a copy of agreement documents & appropriate approvals) <input checked="" type="checkbox"/> UGA <input type="checkbox"/> UIGA <input type="checkbox"/> IGA <input type="checkbox"/> MOU <input type="checkbox"/> IAA <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Other _____		<table border="1"><thead><tr><th></th><th>Dollars</th><th>Match %</th></tr></thead><tbody><tr><td>Local</td><td></td><td></td></tr><tr><td>Federal</td><td>\$40,350.24</td><td>100%</td></tr><tr><td>State</td><td></td><td></td></tr><tr><td>Other</td><td></td><td></td></tr></tbody></table>			Dollars	Match %	Local			Federal	\$40,350.24	100%	State			Other		
	Dollars	Match %																
Local																		
Federal	\$40,350.24	100%																
State																		
Other																		

Grantee / Recipient			
Name Village of Forest Park		Address 517 Desplaines Avenue	
City Forest Park	State IL	Zip Code 60130	Total Estimated Value of the Agreement \$40,350.24
Contact Person Ken Gross	Phone Number (708) 615-6299	Fax Number	GATA Reg # 681427
Email kgross@forestpark.net			

REMARKS (List below or attach an additional sheet)

--

Approval Recommended By
Bureau Chief

--

Date

--

Please send to: _____

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

VILLAGE OF FOREST PARK

The ILLINOIS DEPARTMENT OF TRANSPORTATION (Grantor) with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764,
and VILLAGE OF FOREST PARK (Grantee) with its principal office at 517 Desplaines Avenue, Forest Park, IL 60130,
and payment address (if different than principal office) at _____,
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 076891365 is Grantee's correct DUNS Number, JGWJBEJKDTF6 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 366005875 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$40,350.24, of which \$40,350.24 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37521300004020ILO, the federal awarding agency is National Highway Traffic Safety Administration, and the federal award date is 01/19/21. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and the Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343, and the CSFA Name is State and Community Highway Safety. The State Award Identification Number is 343-35187.

1.4 Term. This Agreement shall be effective on 10/01/2022 and shall expire on 09/30/2023 (the "Term"), unless terminated pursuant to the Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☒ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

VILLAGE OF FOREST PARK

By: _____
Signature of Omer Osman, P.E. Secretary of Transportation

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Ken Gross

Date: _____
Printed Name: Cynthia Watters
Printed Title: Bureau Chief of Safety Programs & Eng.
Designee

Printed Title: Chief of Police
Email: kross@forestpark.net

By: _____
Signature of

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: _____
Email: _____

By: _____
Signature of

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

Date: _____
Printed Name: _____
Printed Title: _____
Designee

ARTICLE II REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5 Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 III. Admin. Code. 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 III. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 III. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 III. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO**, or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8 **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO , PART THREE, or Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9 **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2 Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the

cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% Indirect Cost Rate. 2 CFR 200.414(f).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.10 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either state or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a-2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill.Admin.Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c) all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g. through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**, 2 CFR 200.301; 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c.); 44 Ill.Admin.Code 7000.90.

15.2 Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill.Admin.Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill.Admin.Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6 Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) if the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with the U.S. Constitution, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and, 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b) (2).

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII

NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only), or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX

STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI

CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State, including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII

EQUIPMENT OR PROPERTY

22.1 Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2 Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5 Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV

INSURANCE

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV

LAWSUITS AND INDEMNIFICATION

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI

MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rules shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

**EXHIBIT A
PROJECT DESCRIPTION**

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-10-0343	343-	

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the 23-0343-05 NOFO. The funding shall be used as per the agreed upon budget pending the FFY23 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Sustained Traffic Enforcement Program (STEP) grant focuses on high visibility enforcement (HVE) on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. Such will be documented when submitting the BSPE 205 Local/ State Mobilizations Data Collection form per directions in Exhibit B. The funding shall be issued as per the agreed upon budget pending the FFY23 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need updated to better fit the needs of the Grantee after the commencement of the grant agreement. The Grantee is not eligible to receive indirect costs unless requested in the application and is eligible for a provisional rate as listed in the budget of this grant agreement. Grantees receiving indirect cost rates must adhere to appropriate protocol or may be subjected to the information listed in Article XXVI subsection 26.13 of this grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and are funded on a reimbursement basis per the requirements set forth in Exhibit C of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

Campaign Specifications: All approved campaigns and amounts are explained in the BSPE 411 STEP Attachment. Please reference to determine which campaigns you applied and were approved for.

EXHIBIT B
DELIVERABLES OR MILESTONES

I. The Grantee shall submit the BSPE 205 Mobilizations Data Collection form within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day. The information in the BSPE 205 Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov

II. The Grantee shall adhere to the following for STEP grant funding:

(a) Conduct at least six (6). All impaired driving patrols must have a primary emphasis on increased enforcement of impaired driving laws and secondary enforcement emphasis on speed, occupant protection and distracted driving laws. All occupant protection patrols must have a primary emphasis on increased enforcement of occupant restraint laws and secondary enforcement emphasis on impaired driving laws, speed and distracted driving laws. All speeding patrols must have a primary emphasis on increased enforcement of speeding laws and secondary enforcement emphasis on impaired driving, occupant protection and distracted driving laws.

(b) Each STEP enforcement campaign, whether holiday or additional enforcement, must:

(i) Conduct pre-enforcement activities including but not limited to: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel.

(ii) Complete campaign activities. Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.

(iii) Send post-enforcement news releases to highlight campaign effectiveness including but not limited to: number of citations written and hours patrolled.

(iv) Obtain and collect data from enforcement campaign. Report this information on the BSPE 205 Mobilizations Data Collection form. The BSPE 205 Mobilizations Data Collection form is due for collection on the date listed for the specific campaign on the enforcement campaign calendar. For additional campaigns, the report is due within two (2) weeks or fourteen (14) calendar days after the completion of each campaign and shall be submitted via email to DOT.BSPEDATA@illinois.gov.

III. The grants funding opportunities under NOFO 23-0343-05 STEP are funded by NHTSA.

Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to STEP grant funding. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article XIII and Article XIV in this agreement.

The specifics for reporting the BoBS 2832 - whether quarterly or monthly- are listed in Exhibit G and Part II of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

Quarterly reports are due no later than 5:00 p.m. on: January 30, 2023; April 30, 2023; July 30, 2023; and the final report on October 30, 2023. Quarterly reports will consist of: Quarter 1 (October 1, 2022- December 31, 2022 due January 30, 2023); Quarter 2 (January 1, 2023- March 31, 2023 due April 30, 2023); Quarter 3 (April 1, 2023-June 30, 2023 due July 30, 2023); and Quarter 4 (July 1, 2023- September 30, 2023 due October 30, 2023). The Grantee must submit the

BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the October 1, 2022 federal fiscal year start date. In the event that an Agreement is not fully executed until after October 1, 2022, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

Monthly reports are due no later than 5:00 p.m. on: November 30, 2022, December 30, 2022; January 30, 2023; March 2, 2023; March 30, 2023; April 30, 2023; May 30, 2023; June 30, 2023; July 30, 2023; August 30, 2023, September 30, 2023, and October 30, 2023. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 31, 2022 due November 30, 2022; November 2022 due December 30, 2022; December 2022 due January 30, 2023; January 30, 2023 due March 2, 2023; February 2023 due March 30, 2023; March 2023 due April 30, 2023; April 2023 due May 30, 2023; May 2023 due June 30, 2023; June 2023 due July 30, 2023; July 2023 due August 30, 2023; August 2023 due September 30, 2023; and September 2023 due October 30, 2023. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

The grants funding opportunities under NOFO 23-0343-05 are funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

- ☐ Thanksgiving (Occupant Protection)
- ☐ Christmas/New Year's (Impaired Driving)
- ☐ St. Patrick's Day (Impaired Driving)
- ☐ Memorial Day (Occupant Protection)
- ☐ Independence Day (Impaired Driving)
- ☐ Labor Day (Impaired Driving)

Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.

Occupant Protection Enforcement:

- A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00

p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

- Thirty (30) percent of all citations while working Occupant Protection enforcement should be for occupant restraint violations.
- See the Desired Outputs section for citation/traffic stop expectations. (Exhibit E)

Impaired Driving Enforcement:

- Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from your assigned IDOT Safety Grant Administrator (GA). (See Exhibit D)

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

- All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/IETSB-approved refresher course. To satisfy this requirement, officers must complete an IETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified IETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the IETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.
- See the Desired Outputs section for citation/traffic stop expectations. (Exhibit E)

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:

- ☐ Halloween (Impaired Driving)
- ☐ Super Bowl (Impaired Driving)
- ☐ Distracted Driving (Distracted Driving)
- ☐ Child Passenger Safety (Occupant Protection)

Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as but not limited to speeding.

Occupant Protection Enforcement:

- See Mandatory Occupant Protection Enforcement Requirements (Exhibit E)

Impaired Driving Enforcement:

- See Mandatory Impaired Driving Enforcement Requirements (Exhibit E)

Distracted Driving Enforcement:

- Only conducted in the month of April.
- No time of day or week requirements.
- See the Desired Outputs section for citation/traffic stop expectations. (Exhibit E)

C. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

In the past, grantees would apply for a specific amount of funds for the type of additional enforcement.

Now, agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

Additional Enforcement Requirements:

- Additional Traffic Safety Enforcement Efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

- Additional Traffic Safety Enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.
- Agencies shall submit only one BSPE 205 reporting form and one BSPE 500 reimbursement claim for the entire month when additional enforcement was worked. The BSPE 205 must be submitted within two weeks (14 days) from the end of the month when work was completed. The BSPE 500 shall be submitted within 45 days from the end of the month when work was completed.
- See the Desired Outputs section for citation/traffic stop expectations. (Exhibit E)

EXHIBIT C PAYMENT

Grantee shall receive _____ under this agreement.

Enter specific terms of agreement here:

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/ responsibilities in Exhibit A. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and final reports are due to the Grantor by 5 p.m. on Tuesday, November 1, 2023. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

(a) The Grantee must submit the BSPE 500 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 500, please contact your Grantor contact.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee.

(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantor's designated form, BSPE 500.

(iii) Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit D of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit D of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit D of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(i) The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

(ii) The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

(iii) The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(1) Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Friday, September 30, 2023.

(i) Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXVI subsection 26.13 of this Agreement.

(e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Exhibit C subsection VI of this agreement.

(f) All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Julie Coplea

Title: Safety Grant Administrator

Address: 2300 South Dirksen Parkway, Springfield, IL 62764

Phone: 217-524-9037

TTY#: N/A

Fax#: N/A

Email Address: julie.coplea@illinois.gov

GRANTEE CONTACT

Name: Ken Gross

Title: Chief of Police

Address: 517 Desplaines Ave

Phone: 708-615-6299

TTY#: N/A

Fax#: N/A

Email Address: kgross@forestpark.net

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall:

I. Improve highway safety through increased enforcement and media campaigns. The STEP enforcement program shall run from October 01, 2022 - September 30, 2023 pending the FFY23 federal and FY23 state budgets, amounts, and dates. The Grantee shall submit the BSPE 205 Mobilizations Data Collection form. The BSPE 205 Mobilizations Data Collection form must be submitted within two (2) calendar weeks or fourteen (14) calendar days from the completion of each campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov

II. The grants funding opportunities under NOFO 23-0343-05 STEP are funded by NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. This accounting system shall be used in the quarterly reports to include information concerning monetary performance measures as it relates to the final approved budget. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov

III. Respond to inquiries and/or requests by the assigned Grantor contact listed in Exhibit D of this Agreement and any authorized agent of the Grantor:

(a) Respond within a maximum of five (5) business days.

(b) Send all required documentation to DOT.TSgrants@illinois.gov or the email of the assigned Grantor Contact listed in Exhibit D of this Agreement.

(c) Alert Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, and any authorized agent of the Grantor to any issue with accessing, retrieving, securing, procuring, or otherwise establishing necessary documentation as inquired or requested by the Grantor within a maximum of five (5) business days.

(i) Official documentation of any and all issues must be submitted to DOT.TSgrants@illinois.gov or the email of the assigned Grantor Contact listed in Exhibit D of this Agreement.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

V. Desired Performance Outcomes by Enforcement Type:

Mandatory and Optional Campaigns:

Occupant Protection:

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Thirty (30) percent should be for occupant restraint violations.
 - a. Front and back seat child and adult occupants.

Impaired Driving:

1. A minimum of one DUI arrest for every fifteen (15) hours of patrol.
2. Average a minimum of one (1) traffic citation for every sixty (60) minutes of patrol.

Distracted Driving (optional campaign only):

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Fifty (50) percent should be for electronic device use violations.

Additional Enforcement:

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.

2. Average a minimum of two (2) traffic stops per hour.

Campaign Requirements:

For each mandatory, optional, and additional campaign completed, the agency shall:

- Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.
- Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.
- Obtain and collect data from campaign. Report this information on the BSPE 205 form.
- Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.
- The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.
- The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

- I. Increased citations issued through officer hireback (overtime) enforcement details as described in the Attachment (BSPE 411) of the application packet for NOFO 23-0343-05 STEP.
- II. Electronic submission of the BSPE 205 Mobilizations Data Collection form to DOT.BSPEDATA@illinois.gov within two (2) calendar weeks or fourteen (14) calendar days of the completion of each campaign.
- III. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.
- IV. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed.

This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

- (a) The Grantee shall generate and maintain invoices, implementation plan documents and materials and all other related documents including, but not limited to, email and mail correspondence in addition to other materials as listed in this Agreement.
- (b) The Grantee is not permitted to file advance pay requests, but may file accurate quarterly advance pay requests no sooner than thirty (30) days prior to the start of the quarter for which an advance is requested.
- (c) The Grantee shall file accurate documentation to be compliant with Exhibits B and E in this Agreement.

V. Requirements concerning officers or deputies on hire back for STEP enforcement shall include:

- (a) Daily instructions shall be given at roll call outlining program objectives and enforcement performance measurements.
- (b) Local agencies shall utilize only Illinois Law Enforcement Training and Standards Board (ILETSB) certified police officers or deputies for the overtime enforcement.
- (c) All officers or deputies conducting grant-funded, alcohol-related enforcement patrols under this Agreement must be trained in the Standardized Field Sobriety Test (SFST).
 - (i) Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ ILETSB-approved refresher course.
 - (ii) To satisfy this requirement, officers and deputies must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training.
 - (iii) These courses must be taught by certified SFST instructors.
 - (iv) A Grantee may provide in-house training for its own officers or deputies conducted by officers from the same agency, provided the trainer is a certified SFST instructor. Officers or deputies may also attend training at an agency other than their own as long as the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers or deputies who completed the training must be sent to the ILETSB. Upon request, the Grantee must be able to produce verification of compliance with this requirement.

VI. Requirements concerning STEP enforcement shall include:

- (a) Hire back traffic enforcement shall be provided for the specified hours spread throughout the enforcement period with an emphasis on impaired driving, occupant restraint, and/or speeding laws.
- (b) Officers are permitted and encouraged to issue multiple citations to drivers and/or passengers who have committed

multiple violations such as: DUI; other alcohol-related offenses; failure to wear seat belt and/or properly restrain a child; speeding; or illegal use of an electronic device.

VII. Requirements concerning distribution of public information and/or media:

(a) The Grantor will provide materials to assist the Grantee in preparing public information campaigns and news releases.

(b) The Grantee must be prepared to participate in promotional events at the request of the Grantor.

(c) Adhere to requirements set forth in Exhibit B in subsection II and subsection III of this Agreement.

(d) Adhere to media requirements set forth in Section III in subsection III of this Agreement.

VIII. All required forms shall be submitted in accordance with this Agreement.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

I. Financial and Regulatory Reporting

Conditions If Grantee is:

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/1/2022 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 04/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

The Grantee must submit the following other required reports: Please specify

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

BSPE 500, BSPE 205,

☒ **Renewal.** This Agreement may not be renewed.

[Here is where the Grantor lists its specific requirements.]

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PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

I. Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection for a period of time following the date of final reimbursement payment. Copies of such records shall be made available upon request to the Grantor's FOIA Officer by emailing DOT.FOIAOfficer@illinois.gov.

II. The GRANTEE shall abide by conditions set forth by IDOT:

(a) Seat Belt Policy. The GRANTEE shall have in place or establish a department seat belt policy that assures the safety of all personnel by requiring every person, regardless of seating position, to wear at all times a properly adjusted seat belt in all vehicles owned, leased, or rented by the department. This also applies to the operation of privately owned or other vehicles if used on-duty. Due to the police exemption it is insufficient to simply state, "...In accordance with the Illinois Mandatory Seat Belt Law (625 ILCS 5/12-603.1)". A copy of the seat belt policy must be provided to the GRANTOR and also be retained locally in the project file and available for review.

(b) GRANTEE expenditures may be used to meet the Benefit to Local requirement set forth by NHTSA.

(c) Enforcement grantees will conduct continual enforcement throughout patrols and officers leaving their safety patrol to aid operations outside of the grant is not permitted to be paid as part of the grant. This time must be noted in the claim.

(d) Any program income collected during the year must be approved by IDOT and expended during the life of this grant and within the parameters.

(e) Policy on Media Materials. All forms of media, including but not limited to, printed materials, scripts for trainings and public service announcements, and/or interview talking points, must be approved by the GRANTOR prior to any media campaigns whether voluntary or program-required. The GRANTEE shall submit all media electronically to the GRANTOR Contact listed in Exhibit D of this Agreement. Failure to submit media for approval prior to the media campaign shall result in forfeiture of monetary reimbursement for any and all unapproved media. All media must be submitted a minimum of two (2) weeks prior to the start of the media campaign.

(f) Paid time off is to be used within the grant year it was earned. Paid time off is non-transferable.

(g) Programs and deliverables created and/or developed with grant funds may be used by the Grantor at its discretion.

III. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership

and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at <http://www.idot.illinois.gov/transportation-system/safety/grants/index>. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary **STATE OF ILLINOIS FUNDS**

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).**



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”.*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary
NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1-17 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation- Bureau of Safety Programs and Engineering

Organization Name: Forest Park Police Department

Notice of Funding Opportunity (NOFO) Number: 23-0343-05-STEP

Data Universal Number System (DUNS)/Unique Entity Identifier (UEI) Number: JGWJBEJKDTF6

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Section A: State of Illinois Funds

Fiscal Year: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	40,350.24
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	40,350.24
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	40,350.24
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	40,350.24

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Forest Park Police Department

NOFO Number: 23-0343-05-STEP

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

- ☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

- ☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

- ☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Forest Park Police Department

NOFO Number: 23-0343-05-STEP

Section B: Non-State of Illinois Funds

Fiscal Year: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	
17. Total indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Forest Park Police Department NOFO Number: 23-0343-05-STEP
Data Universal Number System (DUNS)/UEI Number : JGWJBEJKDTF6 Fiscal Year: State & Comm. Hwy. Safety
Catalog of State Financial Assistance (CSFA) Number: 494-10-0343 CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Forest Park

Institution/Organization Name:

Forest Park Police Department

Institution/Organization Name:

Finance Director

Title (Chief Financial Officer or equivalent):

Chief of Police

Title (Executive Director or equivalent):

Letitia Olmsted

Printed Name (Chief Financial Officer or equivalent):

Ken Gross

Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Chief Financial Officer):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS/UEI: JGWJBEJKDTF6

Sub-recipient Parent Company DUNS/UEI:

Sub-recipient Name: Forest Park, Village of

Sub-recipient DBA Name: Forest Park Police Department

Sub-recipient Street Address: 517 Desplaines Avenue

City: Forest Park

State: Illinois

Zip-Code: 60130

Congressional District: 4,7

Sub-recipient Principal Place of Performance: Forest Park Police Department

City: Forest Park

State: Illinois

Zip-Code: 60130

Congressional District: 4,7

Contract Number (if known):

Award Amount:

Project Period: From:

Project Period: To:

HS-23-0067

\$40,350.24

10/01/2022

09/30/2023

State of Illinois Awarding Agency and Project Detail Description:

Sustained Traffic Enforcement Program (STEP)

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐

If Yes, must answer Q2 below.

No ☒

If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☐

No ☒

If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Officer Hireback		\$80.06	Hourly	100 %	504	\$40,350.24	Add Delete
State Total						\$40,350.24	
				%			Add Delete
NON-State Total							
Total Personnel						\$40,350.24	
Personnel Narrative (State):							
Officer hireback not to exceed \$40,350.24							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add
					Delete
State Total					
			%		Add
					Delete
Non-State Total					
Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							

Travel Narrative (State):
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
					Add	
					Delete	
				State Total		
					Add	
					Delete	
				Non-State Total		
			Total Equipment			

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total Supplies				

Supplies Narrative (State):
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add
		Delete
State Total		
		Add
		Delete
Non-State Total		
Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Construction			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$40,350.24		\$40,350.24
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$40,350.24		
Non-State Amount			
TOTAL PROJECT COSTS			\$40,350.24



Grantee: Forest Park Police Department Notice of Funding Opportunity (NOFO) Number: 23-0343-05-STEP

Data Universal Number System (DUNS)/UEI Number : JGWJBEJKDTF6

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343 CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Fiscal Year(s): FY23

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: n/a

Statutory Limits or Restrictions: n/a

Checklist: n/a

Adam Gabany		
Program Approval Name	Program Approval Signature	Date
Allison Schmidt		
Fiscal & Administrative Approval Name	Fiscal & Administrative Approval Signature	Date

Program Approval Name	Program Approval Signature	Date
Fiscal & Administrative Approval Signature	Fiscal & Administrative Approval Signature	Date

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



Applicant Agency

Forest Park Police Department

Project Number (Internal Use)

1. Based on crash data, what are your agencies highway safety issues and explain your need for enforcement funds. Please include areas of high occurrence of fatalities and serious injuries.

Harlem/Roosevelt; Harlem/Madison; Roosevelt/Desplaines; Roocevelt/Circle; Madison/Circle

2. What are the primary enforcement focuses of this grant application?

- ☒ Distracted Driving ☐ Impaired Driving ☒ Speed ☐ Move Over Law ☒ Child Passenger Safety
☐ Pedestrian ☒ Seat Belt Compliance ☐ Other (Specify) _____

3. Agency Staffing

- a. Amount of officers available for hire back enforcement
b. How many are ARIDE Trained?
c. How many are DRE Trained?
d. How many are Phlebotomy Trained?
e. How many are Breath Test Technicians?
f. How many are Child Passenger Safety Technicians?

4. What activities will your agency be conducting outside of enforcement to further highway safety?
(Examples include: press releases, social media, drivers education classes, outreach events)

	Activity	Quantity	Potential People Reached
1.	Social Media	8	15,200
2.	Police Department Web-site	8	15,200
3.			

5. Does your agency comply with the Illinois Traffic Stop Study? If no, your agency will not be eligible to receive this grant.

☒ Yes ☐ No

6. Does your agency take steps to ensure equitable enforcement practices? If so, please describe below.

(Examples include: Implicit Bias, De-escalation, L.E.A.D.S. - Law Enforcement Active De-escalation Strategies, diversity training, and/or other optional trainings)

We hold department wide training twice a year in addition to monthly training through Lexipol, Covered trainings are: De-escalation strategies for street safe encounters; cultural competency; ethical and cultural awareness; use of force; sexual harassment and we also utilize the on-line training thru ILETSB.

Applicant Agency

Project Number (Internal Use)

Forest Park Police Department

Campaigns			Occupant Protection		Impaired Driving		Campaign Budget	
Mandatory	Hours	Overtime Rate	Hours	Overtime Rate	Occupant Protection Budget	Impaired Driving Budget		
Thanksgiving	64	\$80.06			\$5,123.84			
Christmas/New Year's	64	\$80.06			\$5,123.84			
St. Patrick's Day	64	\$80.06			\$5,123.84			
Memorial Day	64	\$80.06			\$5,123.84			
Independence Day	64	\$80.06			\$5,123.84			
Labor Day	64	\$80.06			\$5,123.84			
Optional	Hours	Overtime Rate	Hours	Overtime Rate	Occupant Protection Budget	Impaired Driving Budget		
Child Passenger Safety								
Halloween	24	\$80.06			\$1,921.44			
Super Bowl	16	\$80.06			\$1,280.96			
	Distracted Driving							
Distracted Driving	Hours	Overtime Rate			Distracted Driving Budget			
	32	\$80.06			\$2,561.92			
Mandatory and Optional Campaign Budget					\$36,507.36			
Additional	Hours	Overtime Rate			Additional Enforcement Budget			
Additional Enforcement*	48	\$80.06			\$3,842.88			
Additional Campaign Budget					\$3,842.88			
Subtotal Campaign Budget					\$40,350.24			
Indirect Cost Input IDC Rate as Decimal (Ex. 10% = .10)					\$0.00			
Total Grant Amount					\$40,350.24			

* Additional Enforcement Campaign budget cannot exceed 50% of Mandatory & Optional Campaign Budget

FFY 2023 Enforcement Campaign Dates

<i>Campaign</i>	<i>Paid Advertising Campaign</i>	<i>Potential News Release Dates</i>	<i>Enforcement</i>	<i>Post Enforcement News Release</i>	<i>Grant Data Collection Form Due</i>
Halloween	No	October 13-15, 2022	October 16-31 , 2022	November 1-3, 2022	November 14, 2022
Thanksgiving	Yes	November 14-21, 2022	November 18-28, 2022	November 29 - December 1, 2022	December 12, 2022
Christmas / New Year's	Yes	December 12-15, 2022	December 16, 2022- January 2, 2023	January 2-5, 2023	January 16, 2023
Super Bowl	No	February 6-9, 2023	February 10-13, 2023	February 14-16, 2023	February 27, 2023
St. Patrick's Day	Yes	March 6-16, 2023	March 10-19, 2023	March 20-23, 2023	April 3, 2023
Distracted Driving	Yes	March 27-30, 2023	April 1-30, 2023	May 1-4, 2023	May 15, 2023
Memorial Day	Yes	May 15-18, 2023	May 19-30, 2023	May 30-April 1, 2023	June 12, 2023
Independence Day	Yes	June 12-15, 2023	June 16 - July 5, 2023	July 6-7, 2023	July 19, 2023
Labor Day	Yes	August 14-17, 2023	August 18- September 5, 2023	September 6-8, 2023	September 18, 2023
Child Passenger Safety	No	September 11-14, 2023	September 15-30, 2023	September 2-5, 2023	September 16, 2023
Additional Enforcement (Optional)	No	1-4 days prior to enforcement detail	Submit to Grant Administrator/LEL in advance for approval	1-4 days following enforcement detail	Within 2 weeks after end of month in which patrols occurred

In the instance the campaigns cannot be conducted during the designated time due to unforeseen circumstances, these grant funds will still be allowed to be used at the direction of the grantor. If and when this happens, the grantor will inform your agency of this change.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

September 12, 2022

Issue Statement

Request for Village Council action: Adoption of an Ordinance Authorizing the Purchase of Two (2) 5-Ton Packaged Rooftop Air Conditioning Units

Background

In conjunction with the Fire Station Roof replacement project, the two (2) HVAC units that are situated on said building's roof are also in need of replacement. Both units are over thirty (30) years in age, need to be serviced frequently and provide little, if any, relief during extreme heat days.

Like the Community Center's recent HVAC unit purchase, these two HVAC units are being purchased through the Sourcewell Joint Purchasing Program.

As a placeholder, as stated before, this expense is ARPA eligible, as it is capital. However, staff will work with its newly engaged grant consultant to determine if such an expense is eligible under any other type of grant program, as it is anticipated that the delivery of these new units will not be immediate.

The delivery date of these new HVAC units is unknown at this time, in light of supply chain issues. The delivery and installation of the Community Center's HVAC unit, which was ordered back in May, has not yet taken place.

Therefore, it is being recommended that these units be ordered now for future delivery and installation following the completion of the exterior roof renovation as well as prior to next year's extreme heat events.

Note: this is the second of three planned improvements regarding the rehabilitation of the Fire Station's roof. Following completion of the exterior roof renovations, insulation will need to be installed under the roof from the building's interior. Quotes to accomplish same will be solicited later this fall following approval of job specifications by the Village Council.

Attachments

- Ordinance Authorizing the Purchase of Two (2) 5-Ton Packaged Rooftop Air Conditioning Units
- HVAC Quote and Specifications

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
TWO 5 TON PACKAGED ROOFTOP AIR CONDITIONING UNITS**

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

WHEREAS, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village purchase two (2) 5 Ton Packaged Rooftop Air Conditioning Units (the “Rooftop AC Units”), constituting personal property necessary for the Village to efficiently perform essential governmental functions; and

WHEREAS, the Village investigated proposals through Sourcewell Purchasing Cooperative (“Sourcewell”) and received a proposal for the purchase of the Rooftop AC Units from Carrier Commercial Services (“Carrier Commercial Services Proposal”); and

WHEREAS, in the opinion of four-fifths of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive the purchasing procedure prescribed in the Village Code and purchase the Rooftop AC Units through Sourcewell, in the amount of Forty-Nine Thousand Nine Hundred Eighty and 00/100 Dollars (\$49,980.00), pursuant to the Carrier Commercial Services Proposal attached hereto and made a part hereof as Exhibit A.

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

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

Section 2: That it is hereby determined that it is advisable, necessary and in the public interest that the Village of Forest Park waive the purchasing procedures prescribed in the Village Code and purchase the Rooftop AC Units through Sourcewell, pursuant to the terms and provisions of the Carrier Commercial Services Proposal.

Section 3: That the officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without

limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Carrier Commercial Services Proposal.

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

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

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of September, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor Rory E. Hoskins

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A

PROPOSAL FROM CARRIER COMMERCIAL SERVICES



Address 7501 S Quincy St. Suite 110
Willowbrook IL 60527
Phone (312) 459-7095
Fax
E-mail paul.gurak@carrier.com

Contact Name Sal Stella
Account Village of Forest Park
Phone (708) 254-1924

Site Address 7343 W 15th St
Forest Park, IL 60130
United States

Estimate Date 03/04/2022
Estimate Date 08/15/2022
Revised

Quote Number 00658612
Sourcewell Contract# 030817-CAR

Job Description S-Fire Dept RTU Replacement

Scope of Work : York RTU Replacements

- Reclaim refrigerant on (2) existing York D4CG060 5ton packaged rooftop units.
- Disconnect existing gas, and electric.
- Remove from site existing rooftop units and curb adapters.
- Furnish and install new Carrier 5ton packaged rooftop units, with curb adapters.
- Re-connect gas, and electric from existing services.
- Start, check, verify proper operation.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost. No painting, patching, permits or fees, any scope not clearly listed as included above.

Note: Crane for portions of this work is included in this proposal.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$49,980.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Paul Gurak

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payments shall be made 30% upon PO acceptance, 40% upon equipment shipment, 20% upon substantial completion, 10% upon completed job. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the payment terms. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and

determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

Terms and Conditions of Sale – Equipment and/or Service 040522

- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the

absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or

proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees

from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics

(BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS- If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions–Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.



Over 100 years of innovations

carrier.com/service

Terms and Conditions of Sale – Equipment and/or Service 040522

Unit Report For RTU-5T

Project: CCS - Forest Park FD and Community Center
Prepared By:

02/24/2022
09:30AM

Unit Parameters

Unit Model:.....**48FCEA06A2A5-0A0A0**
Unit Size:.....**06 (5 Tons)**
Volts-Phase-Hertz:.....**208-3-60**
Heating Type:.....**Gas**
Duct Cfg:.....**Vertical Supply / Vertical Return**
Medium Heat
Standard One Stage Cooling Models

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length:.....**6' 2.375"**
Unit Width:.....**3' 10.625"**
Unit Height:.....**2' 9.375"**
*** Total Operating Weight:.....**624** lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Lines and Filters

Gas Line Size:.....**1/2**
Condensate Drain Line Size:.....**3/4**
Return Air Filter Type:.....**Throwaway**
Return Air Filter Quantity:.....**2**
Return Air Filter Size:.....**16 x 25 x 2**

Unit Configuration

Direct Drive - EcoBlue - Medium Static
Al/Cu - Al/Cu
Base Electromechanical Controls
Standard Packaging

Warranty Information

1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)
Start-up, First Unit
Complete Unit 1st Year Carrier CCS Labor

NOTE: Please see Warranty Catalog 500-089 for explanation of policies and ordering methods.

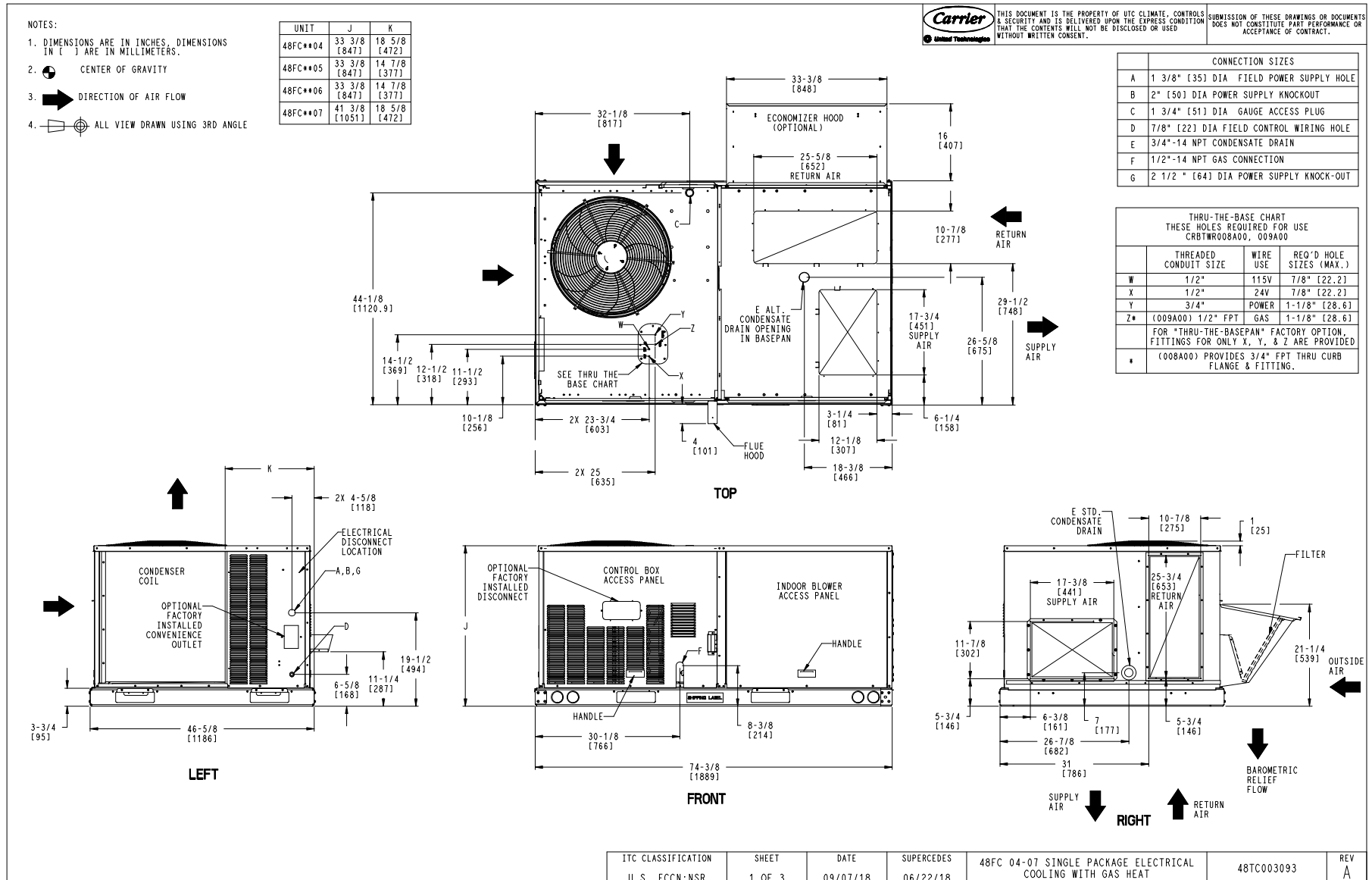
Ordering Information

Part Number	Description	Quantity
48FCEA06A2A5-0A0A0	Rooftop Unit	2
	Base Unit	
	Direct Drive - EcoBlue - Medium Static	
	None	
Accessories		
CRECOMZR020A02	Standard Low Leak Vertical EconoMi\$er IV with solid-state controller	2

Certified Drawing for RTU-5T

Project: CCS - Forest Park FD and Community Center
Prepared By:

02/24/2022
09:30AM



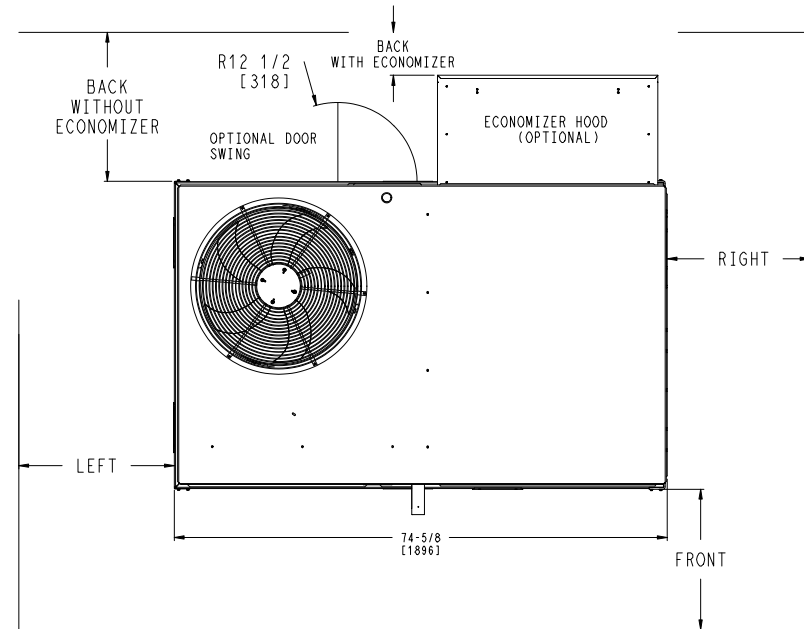
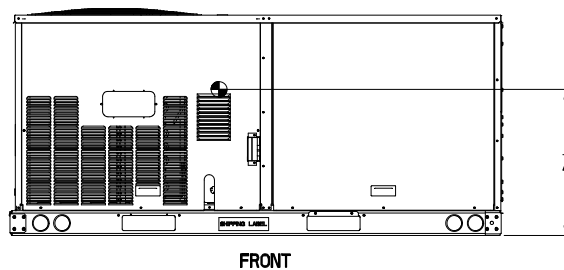
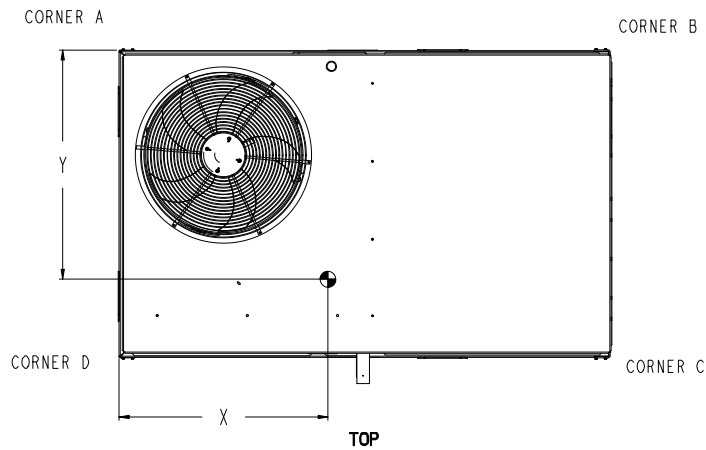
Certified Drawing for RTU-5T

Project: CCS - Forest Park FD and Community Center
Prepared By:

02/24/2022
09:30AM

UNIT	STD. UNIT WEIGHT #		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.			HEIGHT
	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z	
48FC**04	482	219	113	51	116	53	128	58	125	57	37 5/8 [956]	24 9/16 [624]	18 1/4 [464]	
48FC**05	543	246	138	63	133	60	138	63	136	63	36 1/2 [927]	23 3/8 [594]	18 [457]	
48FC**06	556	252	142	64	136	62	136	62	142	64	36 1/2 [927]	23 3/8 [594]	18 [457]	
48FC**07	607	275	162	73	152	69	141	64	151	68	36 [914]	22 1/2 [572]	19 3/8 [492]	

* STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.



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NOTES:

- FOR ALL MINIMUM CLEARANCES LOCAL CODES OR JURISDICTIONS MAY PREVAIL.

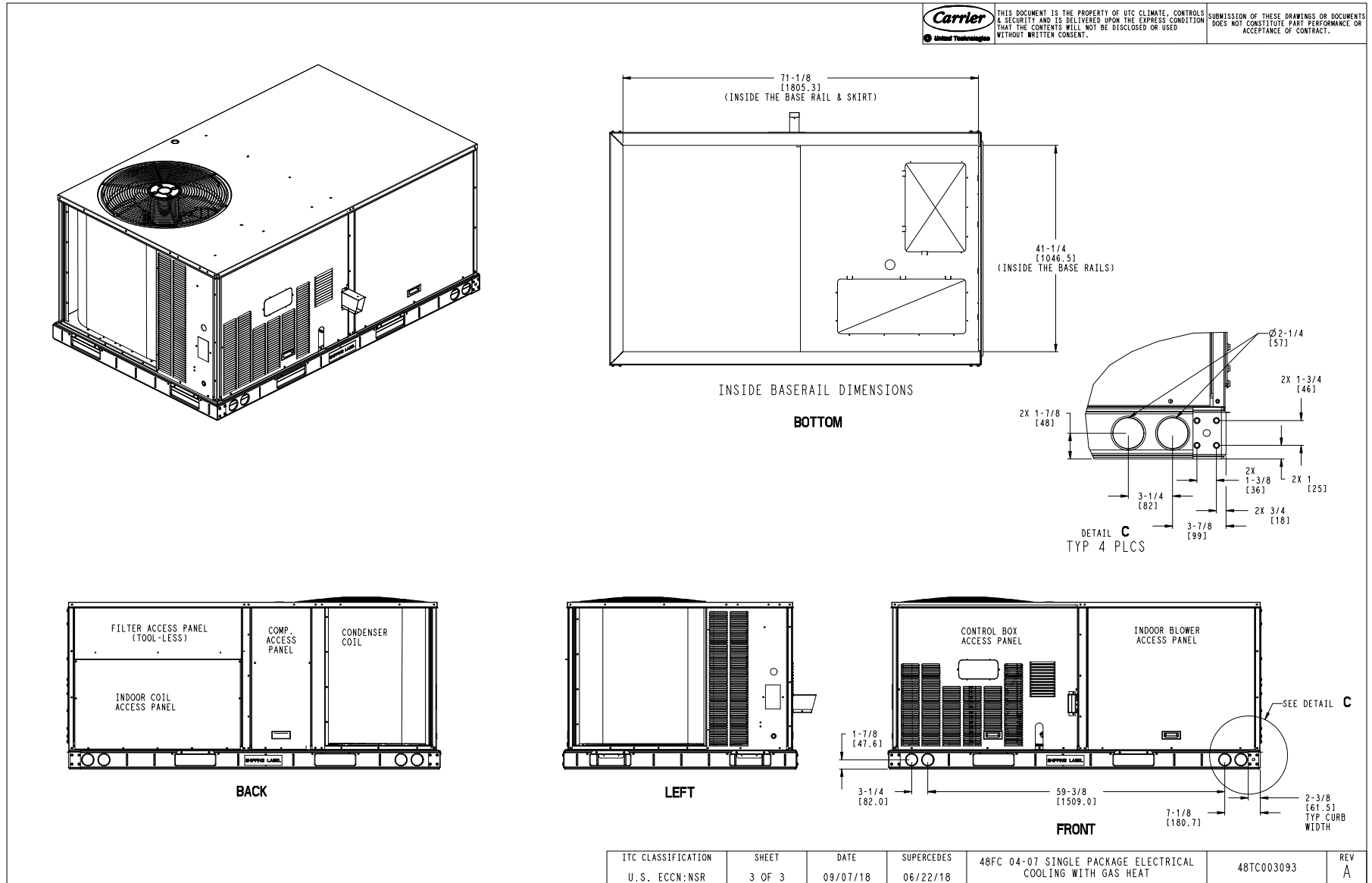
SURFACE	SERVICE WITH:		OPERATING CLEARANCE
	CONDUCTIVE BARRIER	NONCONDUCTIVE BARRIER	
FRONT	48 [1219mm]	36 [914mm]	18 [457mm]
LEFT	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK W/HOOD	36 [914mm]	36 [914mm]	18 [457mm]
RIGHT	36 [914mm]	36 [914mm]	18 [457mm]
TOP	72 [1829mm]	72 [1829mm]	72 [1829mm]

ITC CLASSIFICATION U.S. ECCN:NSR	SHEET 2 OF 3	DATE 09/07/18	SUPERCEDES 06/22/18	48FC 04-07 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT	48TC003093	REV A
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Certified Drawing for RTU-5T

Project: CCS - Forest Park FD and Community Center
Prepared By:

02/24/2022
09:30AM



Performance Summary For RTU-5T

Project: CCS - Forest Park FD and Community Center
Prepared By:

02/24/2022
09:30AM

Part Number:48FCEA06A2A5-0A0A0

ARI SEER:.....14.00

Base Unit Dimensions

Unit Length:.....74.4 in
Unit Width:.....46.6 in
Unit Height:.....33.4 in

Operating Weight

Base Unit Weight:.....511 lb
Medium Heat:.....63 lb

Accessories

Standard Low Leak Vertical EconoMi\$er IV with solid-state controller:.....50 lb

Total Operating Weight:.....624 lb

Unit

Unit Voltage-Phase-Hertz:.....208-3-60
Air Discharge:.....Vertical
Fan Drive Type:.....Direct
Actual Airflow:.....2000 CFM
Site Altitude:.....0 ft

Cooling Performance

Condenser Entering Air DB:.....95.0 F
Evaporator Entering Air DB:.....80.0 F
Evaporator Entering Air WB:.....67.0 F
Entering Air Enthalpy:.....31.44 BTU/lb
Evaporator Leaving Air DB:.....59.3 F
Evaporator Leaving Air WB:.....57.7 F
Evaporator Leaving Air Enthalpy:.....24.85 BTU/lb
Gross Cooling Capacity:.....59.31 MBH
Gross Sensible Capacity:.....44.73 MBH
Compressor Power Input:.....4.14 kW
Coil Bypass Factor:.....0.163

Heating Performance

Heating Airflow:.....2000 CFM
Entering Air Temp:.....70.0 F
Leaving Air Temp:.....110.7 F
Gas Heating Input Capacity:.....110.0 MBH
Gas Heating Output Capacity:.....88.0 MBH
Temperature Rise:.....40.7 F
Thermal Efficiency (%):.....80.0

Supply Fan

External Static Pressure:.....0.75 in wg
Options / Accessories Static Pressure
Economizer:.....0.12 in wg
Total Application Static (ESP + Unit Opts/Acc.):.....0.87 in wg
Fan RPM:.....2289
Fan Power:.....1.29 BHP
NOTE:.....Selected IFM RPM Range: 1478 - 2390

Electrical Data

Voltage Range:.....187 - 253
Compressor #1 RLA:.....16
Compressor #1 LRA:.....110
Indoor Fan Motor Type:.....MED
Indoor Fan Motor FLA:.....8.6

Performance Summary For RTU-5T

Project: CCS - Forest Park FD and Community Center
Prepared By:

02/24/2022
09:30AM

Combustion Fan Motor FLA (ea):.....	0.48
Power Supply MCA:.....	31
Power Supply MOCP (Fuse or HACR):.....	45
Disconnect Size FLA:.....	30
Disconnect Size LRA:.....	126
Electrical Convenience Outlet:.....	None
Outdoor Fan [Qty / FLA (ea)]:.....	1 / 1.5

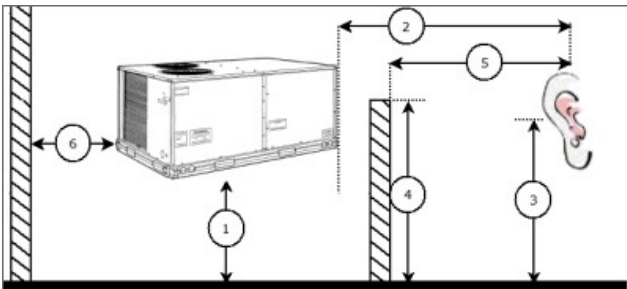
Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Power Levels, db re 10E-12 Watts

	Discharge	Inlet	Outdoor
63 Hz	94.7	91.0	85.6
125 Hz	86.4	82.1	84.7
250 Hz	80.5	73.5	80.5
500 Hz	76.3	69.1	76.0
1000 Hz	73.5	70.7	72.4
2000 Hz	71.0	62.2	68.0
4000 Hz	66.4	55.3	62.8
8000 Hz	61.7	49.2	59.3
A-Weighted	80.0	74.5	79.0

Advanced Acoustics



Advanced Acoustics Parameters

1. Unit height above ground:..... **30.0** ft
2. Horizontal distance from unit to receiver:..... **50.0** ft
3. Receiver height above ground:..... **5.7** ft
4. Height of obstruction:..... **0.0** ft
5. Horizontal distance from obstruction to receiver:..... **0.0** ft
6. Horizontal distance from unit to obstruction:..... **0.0** ft

Detailed Acoustics Information

Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall
A	85.6	84.7	80.5	76.0	72.4	68.0	62.8	59.3	89.2 Lw
B	59.4	68.6	71.9	72.8	72.4	69.2	63.8	58.2	78.5 LwA
C	53.2	52.3	48.1	43.6	40.0	35.6	30.4	26.9	56.8 Lp
D	27.0	36.2	39.5	40.4	40.0	36.8	31.4	25.8	46.1 LpA

Legend

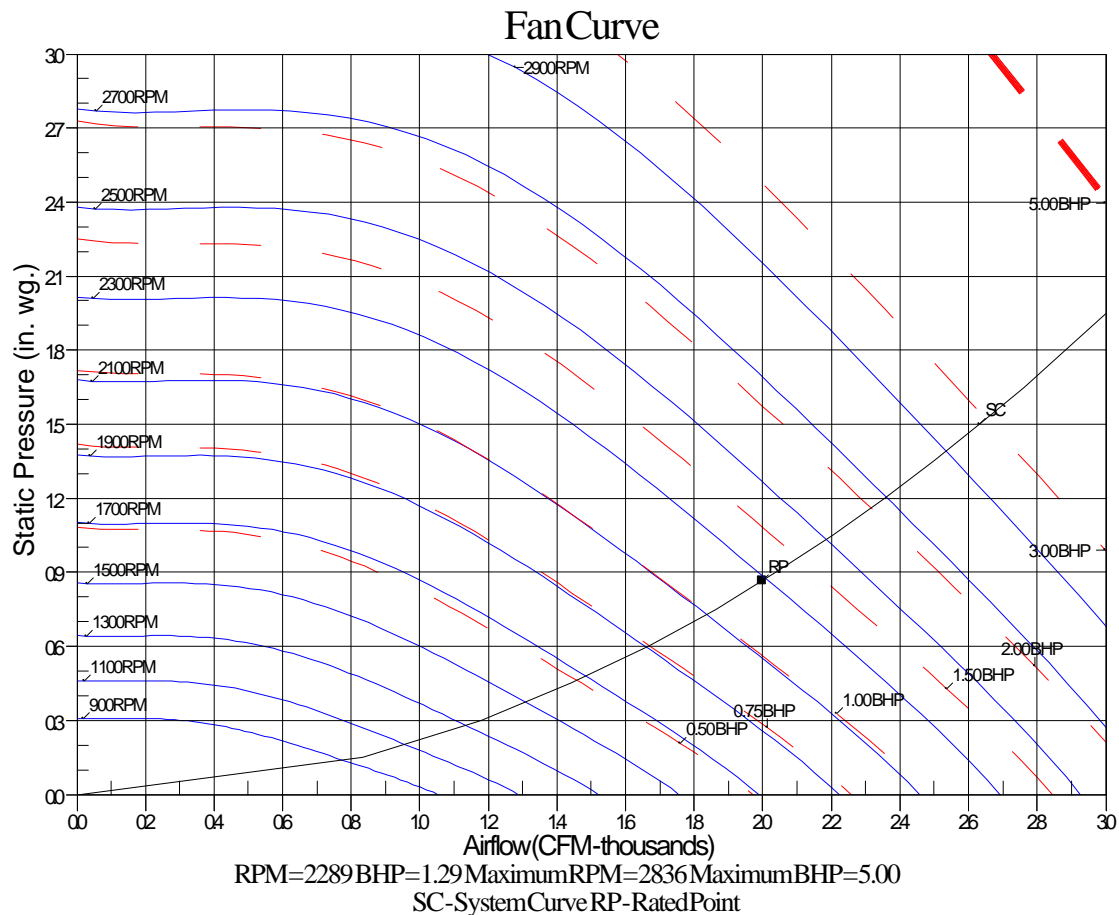
Performance Summary For RTU-5T

Project: CCS - Forest Park FD and Community Center
Prepared By:

02/24/2022
09:30AM

- A Sound Power Levels at Unit's Acoustic Center, Lw
- B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
- C Sound Pressure Levels at Specific Distance from Unit, Lp
- D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.



OPTIONS:
MATERIAL: 18ga. GALV STEEL
INSULATED PANELS (WHERE REQUIRED)
1" 1-1/2LB DUCT INSULATION (R VALUE 3.85)
GASKET PROVIDED WITH CURB
1 1/2" ADDED TO EXISTING CURB O.D.

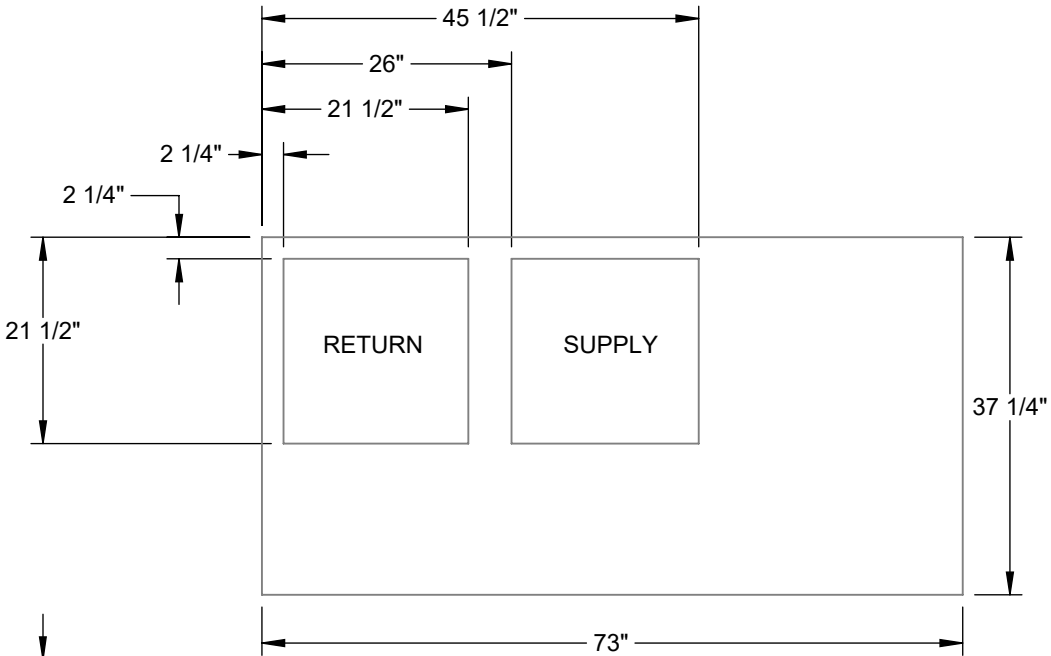
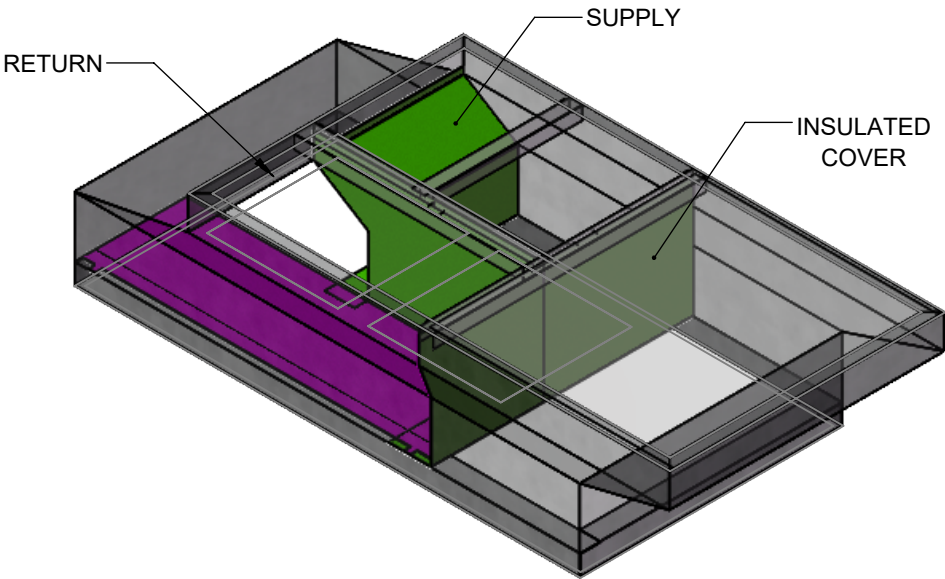
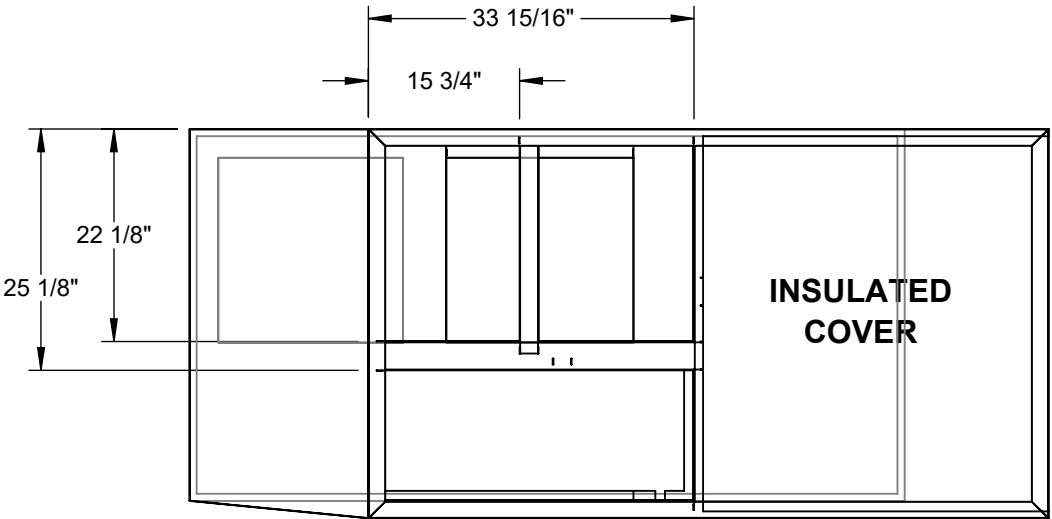
DIMENSIONED AND TOLERENCED PER ANSI Y14.5M-1982

REVISIONS				
REV.	ECO#	DESCRIPTION	DATE	APPROVED
1		INITIAL DRAWING	04/21/04	MWG
2		UPDAT TO NEW 3X3	1/8/2019	HMH

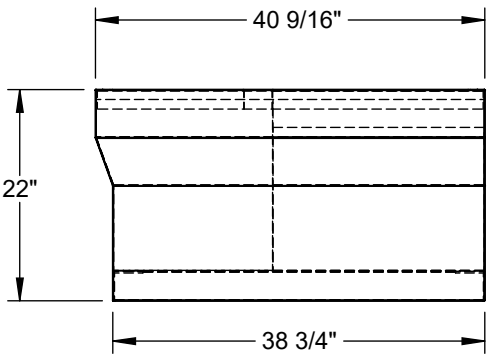
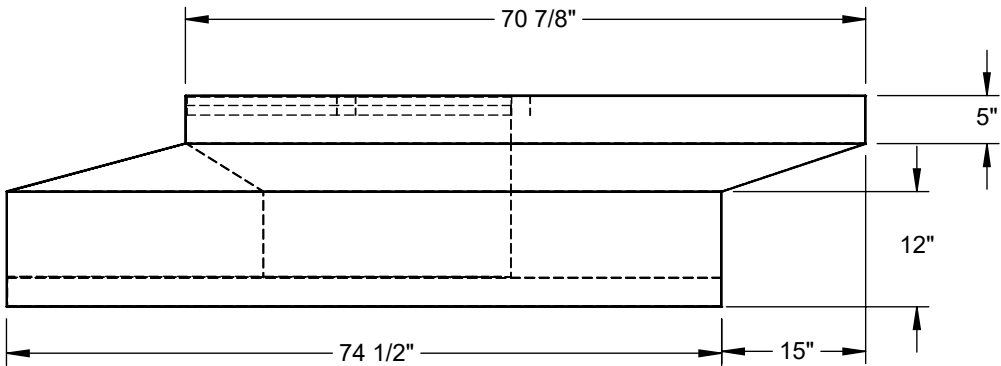
Attn: _____

Tag: _____

Approval: _____



FRICTION LOSS PER 100FT	
CFM=2000	
RETURN AREA (IN^2) 353	RdP .07
SUPPLY AREA (IN^2) 400	SdP .07



CURB SHOWN IS CDI STANDARD CONFIGURATION CDI RESERVES THE RIGHT TO CHANGE LAYOUT WITHOUT NOTIFICATION. IF CURB IS NEEDED IN A DIFFERENT CONFIGURATION CDI MUST BE NOTIFIED PRIOR TO PLACING AN ORDER.

OPERATIONAL HEIGHT OF CDI ADAPTER IS 3" LESS THAN OVERALL CURB HEIGHT SHOWN.

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		DRAWN: showard		1/9/2020					
		CHECKED:							
				DIMENSIONS ARE AS FOLLOWS: 1.00 in [25.40 mm]					
*VERIFY EXISTING CURB OD *VERIFY SUPPLY AND RETURN OPENINGS *NOTE ANY CHANGES *CALL WITH ANY QUESTIONS *FAX BACK IF DRAWING IS OK AS IS				Contact us @ www.cdicurbs.com or 1-888-234-7001		APPROXIMATE CURB WEIGHT (LBS.)		ECO #:	REV: 1
						104.17			
						SCALE: 1:20		SHEET: 1	OF 12

Village of Forest Park, Cook County, Illinois



— PROCLAMATION —

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and,

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and,

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and,

WHEREAS, Red Ribbon Week will be celebrated in communities across the nation on October 23-31; and,

WHEREAS, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and,

WHEREAS, the Village of Forest Park, Cook County, Illinois further commits its resources to ensure the success of Red Ribbon Week;

NOW, THEREFORE, BE IT RESOLVED, I, Rory Hoskins, Mayor of the Village of Forest Park, do hereby proclaim October 23-31, as RED RIBBON WEEK, and encourage you to participate in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

Dated this 12th Day of September, 2022

By: _____
Rory Hoskins, Mayor, Village of Forest Park, IL



DRURY LANE THEATRE

Group Sales/Catering Contract

Client/Organization Howard Mohr Community Center	Event Date 12/21/2022 (Wed)	Booking Tel (708) 771-7737	Booking Email bpowers@forestparkil.org	Event # G03118
Address 7640 Jackson Blvd, Forest Park, IL 60130		Booking Contact Brenda Powers	Gtd Guests 22	Pln Guests 25
Party Name Elf The Musical	Theme Lunch & Show	Sales Rep Emily Kulinowski	Category Elf the Musical	

Final guest count and entree selection are due 3 weeks prior to event date.
Drury Lane will only reduce the final guest count by 10% of original guarantees.

BANQUET ROOMS					
Description	Serving	Show Time	Banquet Room	Setup Style	Guests
Luncheon Served	11:30 am	1:30 pm			25 (Pln)

FOOD/SERVICE ITEMS			
Food/Service Items	Price	Qty	Total
Wed/Thu Matinee: Elf the Musical Performance Ticket	57.50	24	1,380.00
Comp Performance Ticket		1	
Three-Course Lunch	30.00	24	720.00
Comp Meal		1	

COMMENTS

Initial Deposit Due: September 15, 2022
Deposit Amount Due: \$225.84

Original Number of Tickets Booked: 25
Minimum Tickets Required: 22

Should you wish to release seats prior to your event date we kindly ask that this is done at least 3 weeks prior to your scheduled performance. You may release up to 10% of the seats originally contracted.

***Final Meal Selections and / or Final Number of Attendance Due: November 30, 2022**

*** If your final number and/or meal selection is not received by the due date, Drury Lane will make the menu selection for you and your final number will be the guarantee number from the contract.**

***Final Payment Due: December 7, 2022**

****FINAL PAYMENT: If your final payment is not received by Drury Lane by the Due Date, the only accepted form of payment for the final payment will be a credit card.**

****ALL CREDIT CARD PAYMENTS WILL BE SUBJECT TO A 3% CONVENIENCE FEE****

Tax Exemption: If your organization is exempt from Illinois State Sales Tax, please attach a copy of your Illinois Exemption Letter. If Drury Lane does not have a valid copy of this exemption letter, Illinois State Tax will be added to your final invoice. Please also keep in mind that all invoices must be addressed to the same organization listed on the exemption letter.

Subtotal	2,100.00	Paid	0.00
Tax	0.00	Balance	2,258.40
Service Charge	158.40		
Total Value	2,258.40		

A 10% non-refundable/non-transferable deposit is due 14 days from receipt of this contract. A reservation is not guaranteed unless the deposit is received by the above due date. All food is subject to state sales tax and service charge. Tax and Service charge are subject to change without notice. Wheelchair requirements and special dietary requests must be arranged prior to the final payment. Once final payment has been made, all sales are final.

The prices listed in the contract are subject to proportionate increases to meet increased cost of labor, food, beverage, tax, etc.

In the event of a cancellation, the 10% initial deposit is non-refundable or transferable.

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client:  _____

Date: 9-7-22

Sales Rep: _____

Date: _____

PARAMOUNT THEATRE GROUP DISCOUNT CONTRACT

PLEASE READ THIS CONTRACT CAREFULLY, SIGN AND RETURN,
TO THE ATTENTION OF MELISSA STRIEDL, ALONG WITH YOUR **DEPOSIT BY 09-23-22.**

CONTRACT OFFER IS NULL AND VOID IF NOT RETURNED BY AFOREMENTIONED DATE.

Performance Requested: *The Sound of Music* – Wednesday, November 30, 2022 at 1:30 p.m.

Name of Organization: Forest Park Seniors # Buses _____

Group Coordinator: Brenda Powers

Address: 7640 Jackson Blvd

E-mail: bpowers@forestpark.net

City: Forest Park State: IL

Zip: 60130

Telephone Number: 708-771-7737

Fax Number:

Requested Number of Tickets: 25

Ticket Price: \$24 pd. + 1 comp
(mixed prices - avg. = \$31.10)

Total: \$746.50

30% Non-refundable Deposit: \$220.00

Final Count and Balance Due: Nov. 9, 2022 Balance: \$526.50

(There are no cancellations after this date. Groups are responsible for 80% of initial requested number and 100% of final count.)

A credit card number must be given at the time of order to establish an account and initiate seating. A 30% non-refundable deposit and signed contract are required to guarantee seating.

The Paramount Theatre reserves the right to make all seating assignments, and all performances are subject to change.

Groups will be seated for the performance date and time specified.

If tickets are added to a group we cannot guarantee that blocks of seats will be together. Group discounted price cannot be guaranteed for tickets purchased on the day of the performance.

All groups are responsible for 80% of initial number on this contract and, on the finalization date assigned, 100% of the final number confirmed. Seats will be released unless final payment is received by the balance due date.

Group rates are based on a minimum confirmed number and include \$1.00 for the Paramount Theatre Historic Preservation Fund. A minimum purchase of 20 tickets is required to receive a complimentary ticket. The Theatre Group Sales Manager in accordance with the Theatre Group Sales Policy must approve all special pricing. Should the final number be less than the number required for the quoted rate, the next appropriate prevailing rate will be charged.

All sales are final. There are no refunds, cancellations or exchanges. After finalization date, no reduction of group size will be accepted. There is a \$2.00 per ticket fee for lost tickets.

Twenty-four hour notice is required if payment is to be made in person.

IF PAYING BY CHECK, PLEASE MAKE PAYABLE TO: PARAMOUNT THEATRE
PAYMENT MAY BE SENT TO: PARAMOUNT THEATRE

ATTN: MELISSA STRIEDL

8 E. GALENA BLVD., SUITE 230, AURORA, IL 60506

PHONE: (630) 723-2461

FAX: (630) 892-1084

GROUP COORDINATOR: _____

DATE: 9-7-22

GROUP SALES MANAGER Melissa Striedl

DATE: 7-22-22



sarah's inn
together strong

August 25, 2022

Dear Mayor Hoskins and Village Commissioners,

As many of you know, October is National Domestic Violence Awareness Month, and in honor of the same, Sarah's Inn would like to once again hang purple ribbons on trees and street lamps along Madison Ave. from Harlem to Jackson (or at least some middle portion of the same). Additionally, we would like to hang purple ribbons on Roosevelt Road.

We were seeking approval from the Village of Forest Park to hang the ribbons for the month of October. We appreciate the Village of Forest Park's support and partnership to take action during Domestic Violence Action Month in October this year.

Please feel free to reach out to me directly with any additional questions.

All my best, Carol

Carol Gall, MA, ICDVP
Executive Director
(708) 556-2130
carolg@sarahsinn.org

125
1897-2022

 **hephzibah**
always here

helping children thrive and families flourish since 1897

August 23, 2022

Village of Forest Park
Moses Amidei, ICMA-CM
Village Administrator
517 Des Plaines Avenue
Forest Park, Illinois 60130

Dear Moses,

As you know, this year, Hephzibah Children's Association in Oak Park is celebrating 125 years of service. With a focus on keeping children safe by strengthening, healing, and keeping families together, we provide both prevention and intervention services to nearly 1,700 children and families each year. What started with two orphaned children, has grown, and expanded over the years to meet the changing needs of the community and clients, and is today, the only organization in Illinois designated to care for the most extreme cases of traumatized young children ages 3 to 11. Hephzibah is where they find a safe, stable, caring, and loving home where they can begin to heal, begin to trust, and begin to dream of a happy future.

As we ease back to in-person hosted events post-covid, we appreciate your assistance in allowing us to advertise the upcoming Kids Resale Event to the Forest Park community. Below is the identical vinyl, wind-proof signage we are requesting to be hung on the utility poles at the intersection of Madison & Circle Avenue, and Circle and Roosevelt Road, for the last couple weeks of September 2022. Forest Printing will be producing the vinyl signage, with updated information. It should be ready in the next couple of weeks, and we will deliver it to public works at that time.

 hephzibah <small>CHILDREN'S ASSOCIATION</small>	KIDS RESALE EVENT <small>NEW AND GENTLY USED KIDS CLOTHING</small>
VIP SALE: \$10 ENTRY	REGULAR SALE: FREE ENTRY
Friday, September 30	Saturday, October 1
7:00 - 9:00 PM	8:30 - 10:30 AM
St. John's Lutheran Church, 305 Circle Ave., Forest Park, IL	
More info at: www.hephzibahhome.org	

We are deeply grateful for your support. As we look toward our next 125 years, we invite you to join us in continuing the vital work of transforming young lives by fostering hope and supporting dreams. If you have any additional questions, please don't hesitate to reach out.

Sincerely,
Barb

Barbara Krause
Database Manager
Direct Line: (708) 649-7160

CC: Sal Stella, Public Works Director



hephzibah

CHILDREN'S ASSOCIATION

FALL/WINTER KIDS & MATERNITY CLOTHES



VOLUNTEER | DONATE | CONSIGN | SHOP

KIDS RESALE EVENT

SEPTEMBER 29-OCTOBER 1

St. John Lutheran Church
305 Circle Ave., | Forest Park

MATERNITY ONLY SALE

(free entry)
Thursday
September 29
7:30 – 8:30 pm

VIP SALE

(\$10 entry fee)
Friday
September 30
7:00 – 9:00 pm

REGULAR SALE

(free entry)
Saturday
October 1
8:30 – 10:30 am

HALF-PRICE SALE

(free entry)
Saturday
October 1
11:00 – 12:00 pm

For more information visit hephzibahhome.org

Forest Park Chamber of Commerce & Development
PO Box 617
Forest Park, IL 60130
Phone (708) 366-2543 • Cell (708) 828-2158

August 31, 2022

Mayor Rory Hoskins
Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130

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

Dear Mayor Hoskins & Commissioners:

On behalf of the Board of Directors of the Forest Park Chamber of Commerce, I would like to request permission to hang street banners for our annual Fall Wine Walk & Shop event.

The Fall Wine Walk is scheduled for Saturday, November 5 from 1 to 5 p.m. all along Madison Street.

Please let me know if have any questions or concerns. Thanks for your continued support.

Sincerely,

A handwritten signature in cursive script, reading "Laurie Kokenes". The signature is fluid and includes a long horizontal flourish at the end.

Laurie Kokenes
Executive Director
Forest Park Chamber of Commerce

cc/Moses Amidei, Village Administrator
cc/Vanessa Moritz, Village Clerk

Greetings!

It is that time of year when we start planning our new Girl Scout year. Our Fall Product Program will run from September 23 - October 16, 2022. The Door-to-Door portion of our Girl Scout Cookie Program will be from December 15, 2022 – January 16, 2023. We are planning to follow that with Booth Sales from mid-February through May.

If your community requires us to apply for a permit, please see the Fall Product and Cookie detail sheet below. If it is sufficient to process our request on behalf of our Girl Scouts based on this letter, please check the box below and scan it back to me, Shari Millard at smillard@girlscoutsgcnwi.org

If you require additional information, please email it to me and I will get it returned to you as soon as possible.

Please know our council has some recommended Covid guidelines in place for our Girl Scouts to observe. The current council recommendations can be found on our website. Here is a link to the current guidelines <https://www.girlscoutsgcnwi.org/en/our-council/news/2020/covid19.html>

We are currently working remotely so communication is best through email or phone. If you have questions or need additional information, please do not hesitate to call me at 630-544-5906 or email me at smillard@girlscoutsgcnwi.org.

Thank you for being there for our girls. Please know you make a difference!

Sincerely,
Shari Millard
Product Program Specialist
Girl Scouts of Greater Chicago and Northwest Indiana
smillard@girlscoutsgcnwi.org
630-544-5906 or 855-456-8347 x5906

Please check the appropriate line(s) below and return to the email listed above:

- ☐ The attached information is sufficient and your request is approved as submitted
- ☐ We need a copy of the Girl Scouts Certificate of Insurance
- ☐ Please complete and return the enclosed application
- ☐ We also require the following documents (please list them below)

APPLICATION FOR NON-COMMERCIAL SOLICITATION
Not for Profit Organization

Name of Organization:	Girl Scouts of Greater Chicago and Northwest Indiana
Address:	1551 Spencer Road, Joliet, IL 60433

Person to contact for information:

Shari Millard
P: 855-456-8347 ext.5906
E: smillard@girlscoutsgcnwi.org

Additional Contact:

Susan Rakis, Director of Product Program
P: 855-456-8347ext. 2309
E: srakis@girlscoutsgcnwi.org

Note: The two people named above are requesting permission for the entire jurisdiction of the council. You should not receive requests from local constituents.

Non-Commercial Solicitation Purpose:
Programs

Annual Girl Scout Fall Product and Cookie

Program Dates:

Fall Product Program:
Door to Door Order Taking:
September 23 – October 19, 2022
Delivery of Product: November 3-6, 2022

Cookie Program:
Door to Door Order Taking:
December 15, 2022 – January 16, 2023 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)
Delivery of Product: Mid-February thru March

Arrangements and permission for cookie booths are made directly with local merchants and troop leaders and take place between February and May 2023. Product is sold and paid for at the cookie booth site.

Hours of solicitation:

As described by ordinance code

Description of Vehicles used in solicitation:

None as of this request

Last date of previous requests:

2021

Has anyone listed on this application ever been convicted of a commission of a felony under the laws of the State of Illinois/Indiana or any other State or Federal Law of the United States? If yes, when.

No

Dear Village of Forest Park -

Please know that the Kiwanis Club of Forest Park will be celebrating its 2022 Peanut Days from Thursday, September 15th through Sunday, September 18th.

During this time we shall be collecting funds in various spots through the Village with our famous blue collection cans, sporting safety vents and handing out packets of peanuts and new this year, nut free cookies. The times are as follows:

9/15 4 to 6pm

9/16 4 to 6pm

9/17 Noon to 6pm

9/18 Noon to 3pm

We intend to be at the following locations (but not all of them at the same time)

Circle & Harvard

Circle & Jackson

Jackson & DesPlaines

Madison & Circle

Madison & DesPlaines

In front of various business that give us permission

Thank you for the support from Village Hall each year as we do peanut days and know if any of you would like to volunteer during the times and days listed, we would happily accept the support and your time. Any questions please contact our President, Kristen Lyons (773) 610-9352 and thank you!

--

Kiwanis Club of Forest Park

P.O. Box 514

Forest Park, Illinois 60130

We are an organization of volunteers dedicated to improving the world one child and one community at a time.

forestparkilkiwanis@gmail.com



Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130
Fax: 708-488-0361
www.forestpark.net

Office Use Only

Date: _____

Initial: _____

Village Council Approval Date: _____

Entertainment License Application
Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application: _____

Name of Liquor License Establishment: _____

Class of Forest Park Liquor License: _____

Name of Applicant(s): _____

Business Address: _____

Telephone Number(s): _____

E-mail Address(es): _____

Square Footage of Licensed Premises: _____

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

Location (check one): ☒ Indoors ☐ Outdoor Patio (Beer Garden)

Entertainment Type (check): DJ ☐ Amplified Band ☒ Acoustic Band ☐ Theatrical

Karaoke ☐ Comedy Show ☐ Exhibition ☐ Other: _____

Date(s): _____

Time: _____

Location (circle one): Indoors ☐ Outdoor Patio (Beer Garden) ☐


Entertainment Type (circle): DJ ☐ Amplified Band ☐ Acoustic Band ☐ Theatrical ☐

Karaoke ☐ Comedy Show ☐ Exhibition ☐ Other: _____

Date(s): _____

Time: _____

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

Signature:  _____

Date: _____

FOREST PARK LIQUOR CODE

As of 08/08/2022

3-3-12: ENTERTAINMENT LICENSE:

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.
- D. Issued entertainment licenses shall be valid for a period of one (1) calendar month.
- E. Entertainment licenses shall not be valid upon premises' permitted sidewalk café area.

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-5-M-2: Amplified and acoustic live entertainment shall be permitted on the patio area (beer gardens but no sidewalk cafes) of the licensed premises (no more than one (1) time per calendar month for amplified live entertainment) subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130
Fax: 708-488-0361
www.forestpark.net

Office Use Only

Date: _____

Initial: _____

Village Council Approval Date: _____

Entertainment License Application
Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application: _____

Name of Liquor License Establishment: _____

Class of Forest Park Liquor License: _____

Name of Applicant(s): _____

Business Address: _____

Telephone Number(s): _____

E-mail Address(es): _____

Square Footage of Licensed Premises: _____

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

Location (check one): Indoors Outdoor ☒ (Beer Garden)

Entertainment Type (check): DJ Amplified Band Acoustic Band ☒ Theatrical

Karaoke Comedy Show Exhibition Other: _____

Date(s): _____

Time: _____

Location (circle one): Indoors Outdoor Patio (Beer Garden)

Entertainment Type (circle): DJ Amplified Band Acoustic Band Theatrical

Karaoke Comedy Show Exhibition Other: _____

Date(s): _____

Time: _____

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

Signature: _____

Date: _____

FOREST PARK LIQUOR CODE

As of 08/08/2022

3-3-12: ENTERTAINMENT LICENSE:

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- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.
- D. Issued entertainment licenses shall be valid for a period of one (1) calendar month.
- E. Entertainment licenses shall not be valid upon premises' permitted sidewalk café area.

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-5-M-2: Amplified and acoustic live entertainment shall be permitted on the patio area (beer gardens but no sidewalk cafes) of the licensed premises (no more than one (1) time per calendar month for amplified live entertainment) subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



2022 AUG 29 AM 11:04
Village of Forest Park
517 Des Plaines Avenue
Forest Park, GA 30050
Fax: 708-488-0361
www.forestpark.net

Office Use Only

License # _____

Fee (If Applicable): _____

Date: _____

Cash: _____ Check: _____

Charge: _____

Initial: _____

Village Council Approval Date: _____

Entertainment License Application
Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application: Aug 8-2022
Name of Liquor License Establishment: Jimmy's Place
Class of Forest Park Liquor License: A
Name of Applicant(s): JAMES M JORDAN
Business Address: 7411 MADISON ST Forest PK
Telephone Number(s): 708-785-8608
E-mail Address(es): JIM.JORDAN@GMAIL.COM
Square Footage of Licensed Premises: 1800 sq

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. Be sure to include the location of the entertainment being offered, dates and times that the entertainment will be offered and efforts that will be made to ensure that the entertainment will not have noise or other types of impacts outside of the licensed premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

SOLO Guy Singing FRANK SINATRA
ON A TRIO w/ KEYBOARD + A FEMALE
Singer.

Amplified - W/TH/F/S - 6pm-11pm
5, 6, 7, 8
12, 13, 14, 15
19, 20, 21, 22
26, 27, 28, 29

I hereby certify I am the owner of the above-described liquor license establishment. I understand that the issuance and continuation of this license is conditional upon compliance with all applicable Village Codes and Ordinances and the result of any inspection of the above premises at this time or any subsequent inspection while this license is in force. I acknowledge that I am signing this application under the penalty of perjury and that all information is true and correct.

Signature: _____

Date: _____

8-28-2022

FOREST PARK LIQUOR CODE

As of 10/12/2021

3-3-12: ENTERTAINMENT LICENSE:

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-5-M-2: No amplified live entertainment shall be permitted on the patio area (beer garden) of the licensed premises. Acoustic entertainment shall be permitted, subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.



Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130
Fax: 708-488-0361
www.forestpark.net

Office Use Only

Date: _____

Initial: _____

Village Council Approval Date: _____

Entertainment License Application

Pursuant to Section 3-3-12 of Forest Park Liquor Code

Date of Application: 9/8/22

Name of Liquor License Establishment: DUFFY'S TAVERN

Class of Forest Park Liquor License: I-A

Name of Applicant(s): JOSEPH SULLIVAN

Business Address: 7513 MADISON STREET

Telephone Number(s): 773 914 4589 (cell)

E-mail Address(es): duffystavernforestpark@gmail.com

Square Footage of Licensed Premises: 1100 sq ft (approx)

Please describe in detail the type of entertainment (as defined below) that will be offered on the premises. You are welcome to attach/use additional documentation to this application in efforts to provide the Local Liquor Commissioner and Village Council a better understanding of what type(s) of entertainment will be offered at the licensed premises.

Location (circle one): Indoors Outdoor Patio (Beer Garden)

Entertainment Type (circle): DJ Amplified Band Acoustic Band Theatrical

Karaoke Comedy Show Exhibition Other: _____

Date(s): 10/22/22

Time: 5pm - 7pm

Location (circle one): Indoors Outdoor Patio (Beer Garden)

Entertainment Type (circle): DJ Live Band (max 5 performers) Theatrical

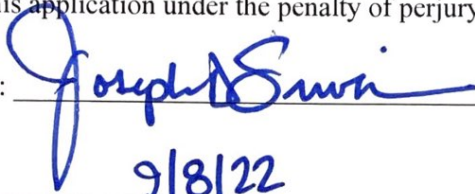
Karaoke Comedy Show Exhibition Other: _____

Date(s): _____

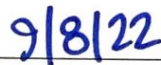
Time: _____

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Signature: _____



Date: _____



FOREST PARK LIQUOR CODE

As of 08/08/2022

3-3-12: ENTERTAINMENT LICENSE:

- A. "Entertainment" as used herein shall include, but not be limited to, any public show, theatrical, animate or inanimate exhibition, live bands performing music (maximum of 5 performers), DJ's, karaoke, or any other amusement, diversion, production, etc. offered, operated, presented or exhibited to the public.
- B. No licensee shall sponsor, conduct, or permit entertainment (as defined above) in any licensed premises unless the application for a license therefor has been submitted to and approved by the local liquor commissioner and the village council.
- C. Indoor entertainment shall cease at 11:00 p.m.
- D. Issued entertainment licenses shall be valid for a period of one (1) calendar month.
- E. Entertainment licenses shall not be valid upon premises' permitted sidewalk café area.

3-3-9-F: Live Music: In any premises upon which the sale of alcoholic liquor is licensed, all exterior windows and doors to the licensed premises shall remain closed during the playing or performing of any live music.

3-3-5-M-2: Amplified and acoustic live entertainment shall be permitted on the patio area (beer gardens but no sidewalk cafes) of the licensed premises (no more than one (1) time per calendar month for amplified live entertainment) subject to the premises being issued an Entertainment License by the Village Council, in accordance with Section 3-3-12 of this Chapter 3.

3-3-5-M-5: Permitted live entertainment on the patios of liquor licensed establishments shall cease at 9:00 p.m. on each permitted day.