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

March 27, 2023 – 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 86865149040; Passcode 788828 or by clicking here: https://us02web.zoom.us/j/86865149040?pwd=K3hyd3FNTGNxUHhmVFN4cW92ZVFkUT09

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

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
  - a. March 13, 2023 Village Council Meeting
- 4. PUBLIC COMMENT
- 5. COMMUNICATIONS
- 6. DEPARTMENT REPORTS
  - a. Fire Department Report February 2023
  - b. Police Department Report January and February 2023
- 7. BILLS BY RESOLUTION
  - a. Resolution Approving Payment of Bills Dated March 27, 2023
- 8. UNFINISHED BUSINESS
- 9. NEW BUSINESS
  - a. Resolution Approving and Publishing the Official Zoning Map of the Village of Forest Park
  - b. Resolution Approving the Specifications and Authorizing the Advertising of Bids for the 2023 Permeable Paver Maintenance (Joint Bid) Project
  - c. Resolution Approving the Specifications and Authorizing the Advertising of Bids for the Mohr Community Center Park Improvements Project
  - d. Ordinance Waiving Bid and Authorizing the Acceptance of a Proposal for Landscaping Maintenance By and Between the McAdams Landscaping and the Village of Forest Park
  - e. Motion to direct Forest Park Board of Fire and Police Commissioners to make offer of employment to next eligible Probationary Police Officer
  - f. Approval: 2023 Groov'n In The Grove Performance Contracts (June 20, July 18 August 15)
  - g. Approval: Community Center Raffle Application for Groov'n Events
  - h. Approval: Request for Use of Public Way on June 7 Betsy Ross School Block Party
  - i. Approval: Ratification of Mayor's Signature on June 28 Senior Trip Contract
  - j. Approval: Hephzibah Children's Association of Oak Park Banner Request April 13-15 Resale Event

#### 10. ADMINISTRATOR'S REPORT

- a. Request for Village Council Policy Direction: Allocation of additional funding for ITEP Grant Project Commuter Bike Facility Improvements
- 11. COMMISSIONER REPORTS
- 12. <u>ADJOURNMENT</u>

# THE REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS HELD ON MONDAY EVENING, MARCH 13, 2023

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 Maxham and seconded by Commissioner Nero that the minutes from the February 27, 2023, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

#### PUBLIC COMMENT

None

#### **COMMUNICATIONS:**

None

#### **DEPARTMENT REPORTS:**

None

#### **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 \$471,166.02.

R-18-23 RESOLUTION FOR THE PAYMENT OF BILLS IN THE AMOUNT OF \$471,166.02 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 Nero and seconded by Commissioner Voogd that the Resolution approving the specifications and authorizing the advertising of bids for the Village of Forest Park 2023 Alley Improvements Project (900 Block Dunlop-Lathrop: 1100 Block Circle-Marengo) be adopted.

R-19-23 RESOLUTION APPROVING SPECIFICATIONS AND BIDDING FOR 2023 ALLEY IMPROVEMENTS 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 the specifications and authorizing the advertising of bids for the Village of Forest Park 2023 Watermain and Resurfacing Project (Wilcox Street and Ferdinand Avenue) be adopted.

R-20-23
RESOLUTION APPROVING
SPECIFICATIONS AND
BIDDING FOR 2023
WATERMAIN AND
RESURFACING PROJECTS
APPROVED

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution authorizing the Village of Forest Park to participate in the New National Opioid Settlements and authorizing the execution of related settlement agreements with Teva, Allergan, CVS, Walgreens and Walmart be adopted.

R-21-23
RESOLUTION APPROVING
PARTICIPATION IN
NATIONAL OPIOID
SETTLEMENTS
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 Maxham to approve the request from the Forest Park Juneteenth Committee to hold a Flag-Raising Ceremony.

JUNETEENTH FLAG RAISING CEREMONY 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 Maxham to approve the request from Heritage Chorale to display banners promoting their upcoming Concert Series.

HERITAGE CHORALE BANNER REQUEST 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 authorize and ratify the mayor's signature on agreements with Dave and Buster's, associated with Summer Clubhouse functions organized by the Community Center.

RATIFY COMMUNITY CENTER AGREEMENTS 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 Maxham to appoint Jonah Harlan and John Cunningham to the Recreation Board.

MR. JONAH HARLAN AND MR. JOHN CUNNINGHAM APPOINTED TO RECREATION BOARD

**ROLL CALL:** 

AYES: Commissioners Byrnes, Maxham, Nero, Voogd

and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

#### **ADMINISTRATOR'S REPORT:**

Administrator Amidei was not in attendance. Public Works Director, Sal Stella, reported that the 2023 Alley Improvements and the 2023 Watermain and Resurfacing Projects bids will be done using online bidding. Online bidding saves time and money and the bids will be opened live using Zoom. The director further reported that due to the 2021 mandate, requiring the village to eliminate all lead water service lines, the village intends to apply for an \$8 million IEPA loan to be used over the next 5 years. There is hope that a portion of the loan will be forgivable and that other sources of funding will be sought. These other sources will come before the Village Council at some time in the future. The village will be holding an open house on March 20, 2023, at Village Hall to discuss the mandate and the plan to comply.

#### **COMMISSIONER'S REPORTS:**

Commissioner Burnes introduced the two new Recreation Board members.

Commissioner Maxham reported that Director Glinke is holding the first of a series of meetings with our zoning consultant in order to facilitate rewriting the Forest Park Zoning Code.

Commissioner Nero expressed his gratitude to all of the villages Departments and Department Heads who contributed and did a great job with setting up, cleaning up and participating in the St. Patrick's Day Parade on March 4<sup>th</sup>.

Commissioner Voogd echoed Commissioner Nero's sentiments and further complimented Michelle Melin-Rogovin and Alexis Ellers, who organized and held a Women's Day event and fundraiser on March 8<sup>th</sup>. It was a wonderful event. The commissioner expressed her gratitude to Michelle and Alexis for their efforts.

#### **ADJOURNMENT**

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

Mayor Hoskins declared the meeting adjourned at 7:17 P.M.

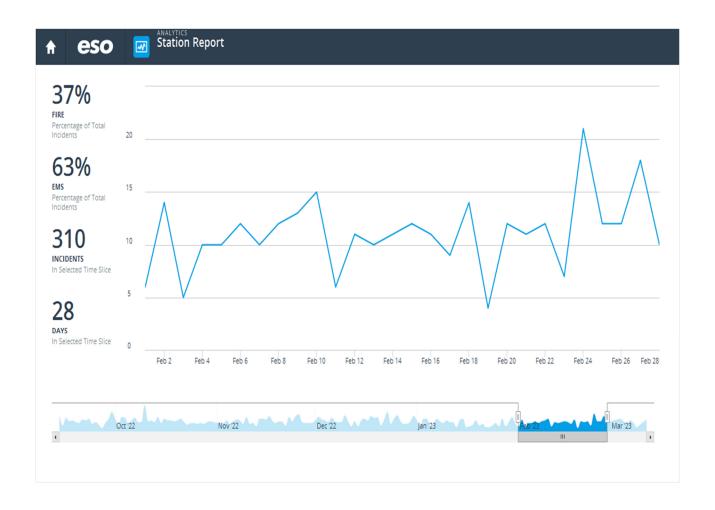
Respectfully submitted,

Vanessa Moritz, Village Clerk

# FOREST PARK FIRE DEPARTMENT



FEBRUARY 2023



#### **Calls**

The Fire Department responded to 310 calls in the month of February. That is an average of 11 calls per day for the month. 63% of the calls were for EMS. 37% were for fire/service calls.

#### **Major Incidents:**

02/05/2023 Structure Fire in Maywood

02/07/2023 Structure Fire in Oak Park

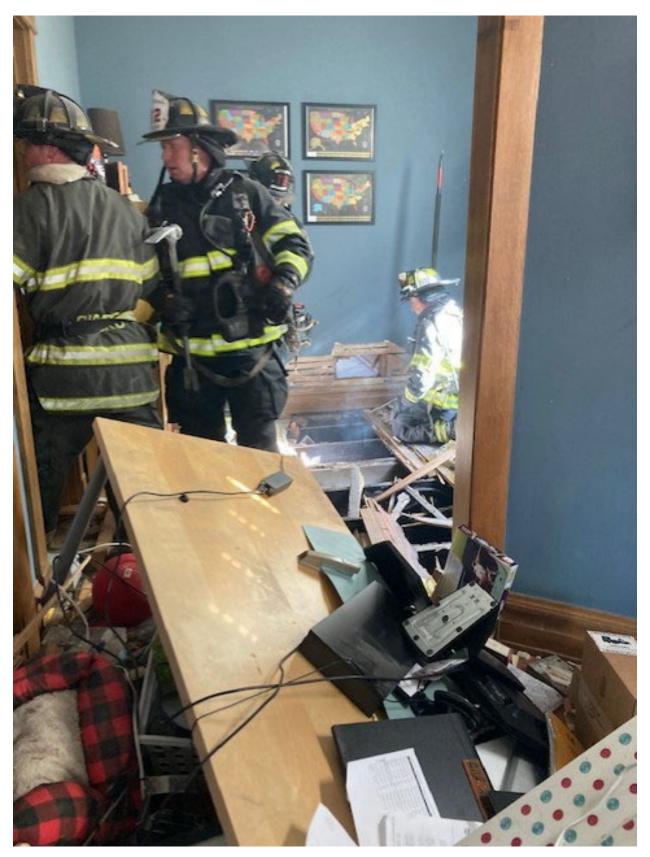
02/26/2023 Structure Fire in Oak Park

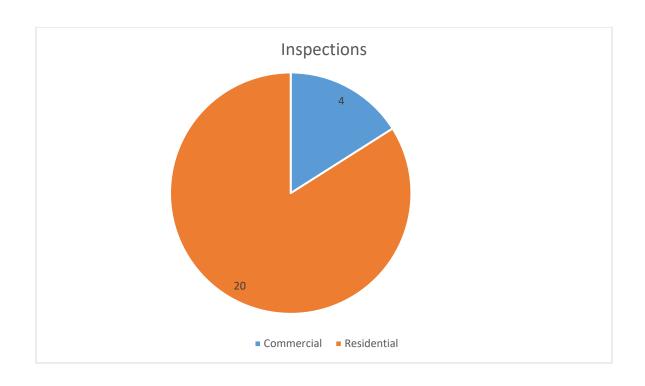
Maywood House Fire- Forest Park Assisted Maywood with a large house fire





Oak Park Fire- Forest Park assisted Oak Park with a stubborn fire in the walls and floor.





#### Inspections

Residential inspections. = 20

Commercial inspections total = 4

#### **Training**

Training for the month of February consisted of:

Monthly EMS

**Annual Compliance training** 

EMS computer reporting

**Child Safety Seat Installations** – 2 car seat installs were done

**Community Involvement-**

















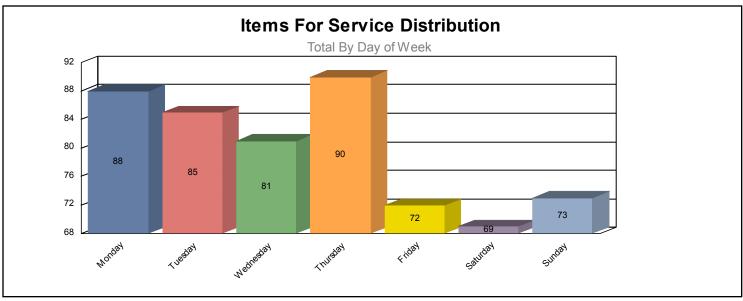
January - February 2023

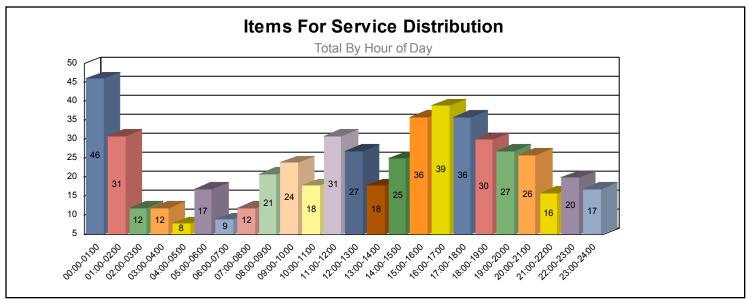
# Monthly Report Monthly Report

#### **CAD Call Statistics**

Time Period 01/01/2023 - 02/28/2023

### Total Items For Service 558





#### UCR STATS 2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Felony Arrests	15	10											25
Misdemeanor Arrests	49	54											103
Warrant Arrests	6	9											15
DUI Arrests	1	1											2
Suspended License Arrests	20	34											54
Traffic Citations Issued	141	230											371
Traffic Crashes	54	62											116
Vehicular Hijackings	0	0											0
Total	286	400											686
Police Reports	264	274											538
<b>INDEX CRIME OFFENSES</b>	<u> </u>												
Criminal Homicide	0	0											0
Forcible Rape	0	1											1
Robbery	5	1											6
Agg. Assault/Agg Battery	4	1											5
Burglary	8	3											11
Theft	16	10											26
Motor Vehicle Theft	10	2											12
Arson	0	0											0
Total													61
<b>INDEX CRIME ARRESTS</b>													
Criminal Homicide	0	0											0
Forcible Rape	0	0											0
Robbery	1	0											1
Agg. Assault/Agg Battery	0	0											0
Burglary	1	1											2
Theft	2	2											4
Motor Vehicle Theft	1	1											2
Arson	0	0											0
Total							•				•		9
DRUG CRIME ARRESTS													
Cannabis Control Act	2	0											2
Controlled Substance	7	2											9
Hypodermic Needle/Syringe	0	0											0
Drug Paraphernalia	1	0											1
Methamphetamine	0	0											0
Total							•				•		12



#### January / February 2023

Following are activities related to the Forest Park Police Department that took place in January and February 2023:

- 1-2-23 Ofc. Awad's last day with the FPPD
- 1-4-23 Sgt. Dan Pater promoted to Lieutenant and Det. Joe Schick promoted to Sergeant
  - o Lt. Pater reassigned to the Criminal Investigations Division
  - o Sgt. Schick reassigned to midnight shift patrol







- 1-5-23 Chicago Fire TV Shoot FPPD provided security
- 1-9-23 PPOs Connor Solms, Harrison Vogt, Michael Campbell and Steven Herigodt begin the Suburban Law Enforcement Police Academy (SLEA)
- 1-9-23 Law Enforcement Appreciation Day



• 1-19-23 - FPPD Citizens Police Academy Begins



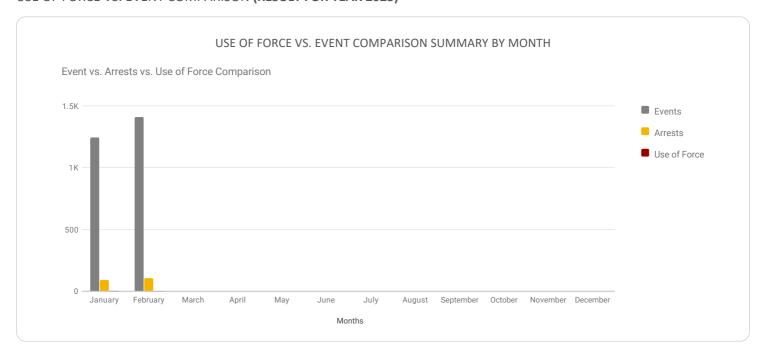
- Information on LOSS (Loving Outreach to Survivors of Suicide) received. Shared with FPPD and info placed on www.forestparkpolice.net
- 2-2-23 FCC License for KSA785 renewed
- 2-2-23 IDOT Certificate of appreciation received reference FPPD participation in STEP (Sustained Traffic Enforcement Program)
- 2-17-23 -- PPO Brian Printz graduation from the Chicago Police Department Metropolitan Police Academy







#### USE OF FORCE VS. EVENT COMPARISON (RESULT FOR YEAR 2023)



#### 2023 Events vs. Use Of Force

1	·		I
	Total Events:	2659	0.11%
	Use of Force Incidents:	3	0.11/0

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	1247	2	0.16%
February	1412	1	0.07%
March	0	0	0.00%
April	0	0	0.00%
May	0	0	0.00%
June	0	0	0.00%
July	0	0	0.00%
August	0	0	0.00%
September	0	0	0.00%
October	0	0	0.00%
November	0	0	0.00%
December	0	0	0.00%

#### 2023 Arrests vs. Use Of Force

Use of Force Incidents: 201 3 1.49%	Total Arrests: Use of Force Incidents:	201	1.49%
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MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	93	2	2.15%
February	108	1	0.93%
March	0	0	0.00%
April	0	0	0.00%
May	0	0	0.00%
June	0	0	0.00%
July	0	0	0.00%
August	0	0	0.00%
September	0	0	0.00%
October	0	0	0.00%
November	0	0	0.00%
December	0	0	0.00%





### DASHBOARD - USE OF FORCE - CUSTOM (1/1/2023 - 2/28/2023)

TOTAL INCIDENTS

3

OPEN

PENDING ASSIGNED PENDING REVIEW

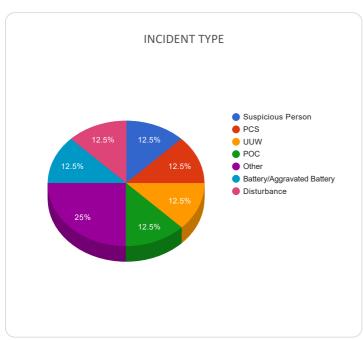
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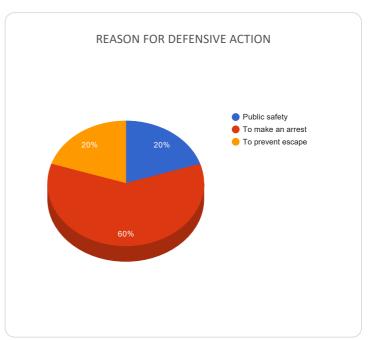
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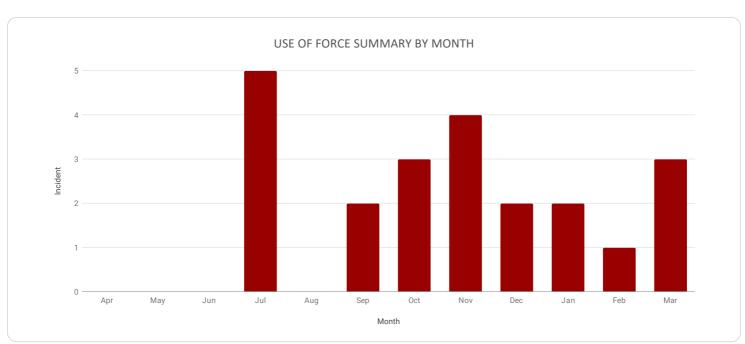
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COMPLETE

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### DASHBOARD - VEHICLE PURSUIT - CUSTOM (1/1/2023 - 2/28/2023)

TOTAL INCIDENTS

3

OPEN

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PENDING ASSIGNED

0

PENDING REVIEW

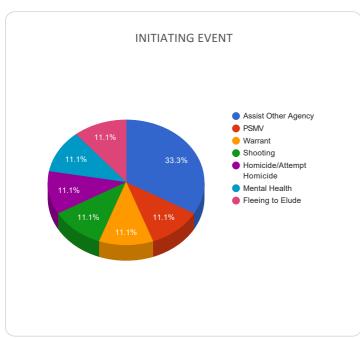
2

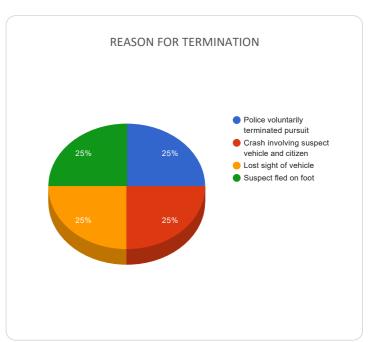
PENDING APPROVAL

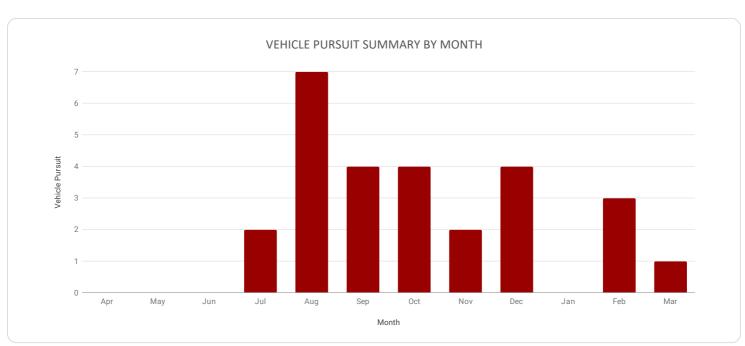
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COMPLETE

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Call us at: 309-4ME-HELP (463-4357)

# Cook County Sheriff's Office Treatment Response Team





"This project was supported by funds awarded by the Illinois Criminal Justice Information Authority.

Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the state of Illinois or the Illinois Criminal Justice Information Authority."

# Cook County Sheriff's Office Treatment Response Team

**RECOVERY IS POSSIBLE...** 



Reducing barriers to substance use and mental health treatment in Cook County, Illinois

For help call: 309-4ME-HELP (463-4357)

The Cook County Sheriff's Treatment Response Team assists individuals and their loved ones with accessing substance use and mental health treatment in Cook County, Illinois.



Licensed Clinicians work closely with the individual in or considering recovery and their support system to ensure they have access to quality medical care and treatment. Clinicians are available to you and your loved ones for ongoing support!



The Treatment Response Team provides individual and family support sessions, transportation to treatment, Naloxone training, Naloxone and referrals for:

- Medicated assisted treatment
- Detox
- Inpatient and outpatient substance use treatment
- Sober living
- Psychiatric medication
- Inpatient and outpatient mental health services



January 31, 2023

Caring | Connection | Community

#### Dear

Supervisor
Carla Sloan
708.366.2029 x11

#### Assessor

Pamela Kende 708.366.2787 x21

#### Clerk

Vanessa Druckman 708.366.2029 x12

#### Trustees

Helene Connolly Deana Herrman Keith Strom Karen Taubman

#### Mental Health Administrator

Sarah Schwarting 708.366.2029 x14

#### Senior Outreach Coordinator

Betsy Kelly 708.366.2029 x13

#### Deputy Assessor

Kathy Elliott 708.366.2787 x22 We are writing to re-introduce you to the LOSS program ("Loving Outreach to Survivors of Suicide"), and to announce the return of in-person monthly LOSS support groups to our River Forest Township location. The River Forest meeting is held the 3rd Monday of every month at 6 p.m., 8020 Madison St (River Forest Community Center), 2nd floor, River Forest, IL 60305.

LOSS is a well-regarded *nondenominational* program funded and run by Catholic Charities. LOSS provides services for anyone affected by suicide loss, including spouses, parents, children, siblings, other relatives, and friends. Services include individual and family counseling, a newsletter and various support group programs. All grief groups and counseling are conducted by a licensed clinical therapist. Groups are also co-facilitated by veteran survivors who represent hope and recovery for those who are newly bereaved.

Many LOSS services are provided in-person, with some offered virtually. While support groups are free, counseling costs may be covered by insurance or sliding scale fee for those without mental health insurance benefits. LOSS supports those with a recent suicide loss and those who are many years out from such a loss.

We find that survivors of suicide loss typically have therapeutic needs that are unique. Thus, we find that LOSS groups provide greater comfort and therapeutic value than general grief groups.

Because of your position as a first responder, a mental health services provider, or provider of pastoral care, you are likely on the front lines in providing services to those affected by suicide. We want to make sure that you are aware of LOSS.

Please review the enclosed info and pass it along to those who might be interested.

With decades of experience in suicide bereavement, the Catholic Charities LOSS program has assisted thousands of clients and families in need. The monthly LOSS meeting at River Forest Township is open to all and is most easily accessible to those from Chicago or the western suburbs.

For information on other LOSS meetings, visit www.Catholiccharities.net/loss or email <a href="mailto:loss@catholiccharities.net">loss@catholiccharities.net</a>. Thank you.

Sincerely,

Carla B. Sloan, River Forest Township Supervisor

8020 Madison Street • River Forest, Illinois 60305-2027 www.RiverForestTownship.org

#### FOR MORE INFORMATION

#### **CHICAGO**

Rev. Charles T. Rubey, LCSW

Founder/Director crubey@catholiccharities.net (312) 655-7280

Deborah R. Major, PhD, LCSW

Department Director dmajor@catholiccharities.net (312) 655-7285

**Emily Tegenkamp, LCSW** 

Program Coordinator etegenkamp@catholiccharities.net (312) 655-7283 • (312) 655-7284

Cynthia Waderlow, MSE, LCSW

Child and Family Therapist cwaderlow@catholiccharities.net (312) 651-2002

#### LOSS COLLABORATIONS

At the request of survivors, LOSS has continued to grow and now collaborates with Catholic Charities of the dioceses of Joliet, Rockford, and Gary, Indiana to provide these much needed services in their areas.

#### **Diocese of Gary**

940 Broadway • Gary, Indiana 46402 (219) 886-3549 • www.catholic-charities.org

#### Diocese of Joliet

203 N. Ottawa St. • Joliet, Illinois 60432 (815) 723-3405 • www.catholiccharitiesjoliet.org

#### Diocese of Rockford

555 Colman Center Dr., P.O. Box 7044 Rockford, Illinois 61125 (815) 399-4300

www.catholiccharities.rockforddiocese.org

#### CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO

# Loving Outreach to Survivors of Suicide LOSS Program



721 N. LaSalle Street Chicago, Illinois 60654

Phone: (312) 655-7283 Fax: (312) 655-0219



www.catholiccharities.net

#### THE MISSION OF CATHOLIC CHARITIES

Catholic Charities fulfills the Church's role in the mission of charity to anyone in need by providing compassionate, competent and professional services that strengthen and support individuals, families and communities based on the value and dignity of human life.

In order to remain faithful to our mission, Catholic Charities is guided by these core values Respect, Compassion, Competence and Stewardship,

09/13/2019

#### CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO

## LOSS

Loving Outreach to Survivors of Suicide



Offering hope and healing after the loss of a loved one to suicide.



#### What is LOSS?

Loving Outreach to Survivors of Suicide is a non-denominational program that supports individuals who are grieving the loss of a loved one by suicide. The LOSS Program is offered by Catholic Charities of the Archdiocese of Chicago in collaboration with the Dioceses of Joliet, Rockford, and Gary, Indiana. We are funded by private foundations and your charitable contributions.

#### What does LOSS do?

LOSS offers a safe, non-judgmental environment where survivors of suicide can openly talk about feelings and experiences. We help you to find community, direction and resources for healing.



#### How does LOSS help?

- We provide a warm, nurturing network of other survivors.
- We educate members about the grieving process.
- We support your unique struggle to regain hope and strength.

#### **Services for Adults**

 Monthly support groups throughout the Chicagoland area.

#### Sites include:

Chicago, Des Plaines, Downers Grove, Cicero, Wilmette, Mundelein, River Forest, Worth, Joliet, Cary, Inverness, Kankakee, Merrillville

- Weekly support groups for the newly bereaved in eight-week sessions.
- · Individual and family counseling.
- Monthly newsletter, the Obelisk.

## Services for Children and Youth

- Individual therapy for children ages 3-18.
- Group and family counseling at various Catholic Charities locations.
- Peer support groups facilitated by trained clinicians.
- Parent consultation.

### What you may expect after suicide loss

- Problems with sleep, appetite and fatigue
- Intense emotions
- Difficulty focusing or making decisions
- Hopelessness
- Anger
- Anesthetizing behaviors
- Shame
- · A state of being overwhelmed
- Psychological disruption
- Trauma symptoms

## We welcome your inquiries

Your call will be received with presence and compassion.

Please contact the LOSS Program

(312) 655-7283

February 2, 2023

Chief Ken Gross
Forest Park Police Department
517 Des Plaines Avenue
Forest Park, IL 60130

Dear Chief Gross.

On behalf of the Illinois Department of Transportation (IDOT), Bureau of Safety Programs and Engineering, I would like to thank you for your agency's efforts during the first quarter of the Federal Fiscal Year 2023 Sustained Traffic Enforcement Program (STEP).

STEP is designed to provide local law enforcement agencies the additional resources needed to save lives and improve community safety with high visibility enforcement of traffic safety related laws.

Because of your participation, Illinois has seen a decline in fatalities on roadways in 2022. Your agency is to be commended for conducting exceptional enforcement activities during the Thanksgiving enforcement campaign.

IDOT recognizes that your job is not always easy, and your efforts often go unnoticed. The success of the STEP program reflects the dedication and commitment your agency displays towards highway safety.

Thank you and your agency for making Illinois a safer place to travel.

Sincerely.

Cynthia L. Watters, P.E., Bureau Chief Bureau of Safety Programs and Engineering

cc: Deputy Chief Christopher Chin Julie Coplea Paul Rizzo



# CERTIFICATE OF APPRECIATION FOR ROADWAY SAFETY AND ENFORCEMENT

IDOT's Bureau of Safety Programs and Engineering honors

# Forest Park Police Department

In recognition of your exemplary enforcement to change driving behaviors, reduce traffic crashes and save lives in Illinois during the FFY23 Thanksgiving Enforcement Campaign

2/1/23 Presented on

Bureau Chief, Bureau of Safety Programs and Engineering
Illinois Department of Transportation



#### PRESENTATION OF INDIVIDUAL AWARDS

P.O. Toriano Clinton and P.O. Wendel Ellis
Training and Support Group

Academics: Michael Lau, Rosemont PD

Firearms: Anthony Cardenas, Hoffman Estates PD

Physical Fitness: Ryan Asta, River GrovePD

#### **PRESENTATION**

Outstanding Recruit Award

#### **CLOSING REMARKS**

Lieutenant Mark Duignan

#### **BENEDICTION**

Chaplain Joe Jackson

#### **DISMISSAL OF GRADUATES**

#### **CLOSING CEREMONY**

The Opening and Closing Ceremonies are performed by the Chicago Police Department Honor Guard & Bagpipes and Drums of the Emerald Society, CPD.

The Chicago Police Department's Metropolitan Basic\_Law Enforcement Training Program is certified by the Illinois Law Enforcement Training and Standard Board.



#### CHICAGO POLICE DEPARTMENT

February 17, 2023

Metropolitan Recruit Graduation

Group 22-103

Public Safety Headquarters Multi-Purpose Room

Lori E. Lightfoot Mayor



David O. Brown Superintendent



### **Criminal Investigations Division**

#### **January and February 2023**



The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Detective Lt. Dan Pater after his promotion in January 2023. Desk Clerk Janet Ghanayem was also promoted to Evidence Custodian in January 2023 and has tackled her new adventure head on. E.C. Ghanayem has begun to rearrange the evidence room and ensure that the evidence is properly stored and inventoried.

In January of 2023, Det. Joe Schick was promoted to Sergeant and is now a patrol supervisor on the midnight shift. Sergeant Schick still investigates some of his old cases during his shift and when time allows. Det. Sgt. Jarlath Heveran is the current investigator assigned to CID, until April when Ofc. Brendan Reilly will be assigned to CID.

Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer assigned to CID, however due to manpower shortages, he remains reassigned to day shift patrol.

Evelyn Simmons is a counselor assigned to the department from Amita Health Behavioral Health Clinician Evelyn is outsourced to the Forest Park Police Department four days a week and has office space within the CID building located at 501 DesPlaines Ave.

Police incident reports are reviewed by the Investigations Division every working day. Incidents that have victims wishing to sign a complaint against an offender are assigned to a detective for further review in an effort to develop a suspect(s), conduct interviews, and gather evidence to effect an arrest and present a winnable case in criminal court. Some incidents are turned over to Evelyn Simmons should there be a need

for outreach from her organization, mainly in reference to mental health concerns. Other incidents such as neighbor or landlord tenant disputes are forwarded to Det. Mike O'Connor so he can intervene and possibly mediate or offer eviction advice. Problem properties may be deemed a nuisance by Det. O'Connor should they meet the criteria established under the village ordinance.

Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed. The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. There was one WESTAF callout on 23 Feb 23 in Broadview, IL for a homicide. Det. Sgt. Heveran responded and assisted with the investigation. The investigation resulted in a homicide arrest for the offender who also committed another homicide and shots fired with Chicago Police on 27 Feb 23. Prior to the apprehension of the offender, there was a credible threat that the offender in the homicide wished to "shoot 1000" people at the Living Word Christian Center. Det. Lt. Pater coordinated with LWCC personnel to ensure safety measures were taken until the offender was either apprehended or the threat was no longer credible.

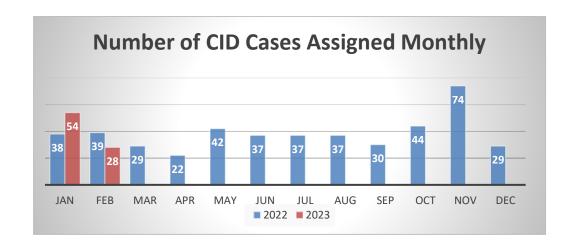
Currently, the Forest Park PD is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Due to manpower shortages, WEDGE assignments have been designated to patrol Officer(s) Reilly and Calamus.

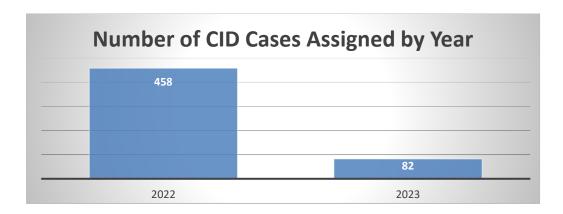
Det. Lt. Pater is assigned as the Assistant Team Commander for NIPAS (Northern Illinois Police Alarm System) Mobile Field Force, comprised of approximately 140 members from 85 different Police agencies. The NIPAS MFF is a highly trained crowd control team designated to respond to critical incidents involving civil disturbances, union conflicts, public demonstrations, and other events involving large or disorderly crowds. The NIPAS MFF was put on standby two times in January and February. The NIPAS MFF was activated on 20 Feb 23 for a planned protest against Florida Governor Ron DeSantis in Elmhurst, IL. The NIPAS MFF assisted in keeping the peace amongst event attendees and protestors and aided Elmhurst PD in the arrest of one agitator.

Detectives are also members of ICAC (Internet Crimes against Children) task force which investigates the on-line sexual exploitation of children. As such, they also investigate Cyber-Tips generated by NCMEC (National Center for Missing and Exploited Children), and conduct online covert operations predators in our area. On February 23, 2022, CID investigators were assigned a CyberTip by the Internet Crimes against Children Task Force. This investigation is on-going.

In February 2022, Forest Park CID joined forces with Chicago Police Department on a Joint Vehicular Hijacking Task Force. This task force has been fast growing as more suburban departments have joined each month to work together to combat an alarming rise in vehicular hijacking incidents that have occurred throughout the Chicago area. Forest Park Police have continued this mission and have shared vital information on intelligence and information regarding known offenders and hot spots that are vulnerable to vehicular hijackings, in which the task force's mission and results was highlighted. Due to lack of manpower, Detectives were unable to attend any of the Task Force dates in January and February, however Det. Sgt. Heveran maintains contact and information sharing with the Task Force.

There were 82 incidents assigned to investigators for follow-up in January and February, 2023; 54 in January and 28 in February. Case selection has been reduced and screened due to a shortage of manpower and more focus has been exhausted on major cases and those involving violence against victims. In addition to working the 82 newly assigned cases, CID detectives continue to work on cases predating January 1, 2023.





The following is a summary of notable investigations in January and February 2023:

- Case #: 23-00035 Detective Sergeant Heveran investigated an Armed Robbery that occurred on 19 Jan 23. During the course of the investigation, investigators discovered vehicle information and learned CPD had taken an offender in custody one day after the robbery. Detective Sergeant Heveran interviewed the subject who implicated himself in the robbery. The juvenile offender also committed several other robberies and a shooting in Chicago. The juvenile was charged with Armed Robbery on our case.
- Case #: 23-00037 on 04 Jan 23, Detective Lieutenant Pater was assigned an Aggravated Assault case where the offender made motions and threats toward her employer with scissors after being terminated. On 23 Jan 23 Detective Lieutenant Pater and Detective Sergeant Heveran arrested the offender and she was charged with Aggravated Assault.
- Case #: 22-03077 On 12 Oct 22, Ofc. Calamus had a vehicle flee from him on a traffic stop. Detective Lieutenant Pater was able to speak with the offender via telephone and coordinated with him to turn himself in. On 09 Jan 23, the offender surrendered himself to this PD and was charged with Fleeing and Eluding and numerous other traffic violations.

- Case #: 23-00071/00203 23 Jan 23 Detective Lieutenant Pater arrested an offender for violating an Order of Protection on several separate occasions.
- Case #: 23-00093 On 10 Jan 23, this PD received a call from River Forest PD in reference to an offender they had in custody and may have committed a crime in our town. Detectives interviewed the subject who admitted to a burglary to motor vehicle and he was charged accordingly.

Forest Park Criminal Investigations Division members are experienced and dedicated public servants who have built and continue to maintain professional relationships within the community and with neighboring agencies in an effort to quash criminal activity and to solve as many cases as possible.

#### FOREST PARK POLICE DEPARTMENT ASSET SEIZURE AND FORFEITURES January – February 2023

Following is a summary of Asset Seizure and Forfeiture activity by the Forest Park Police Department in January and February 2023. All money, vehicle, and property seizures made by this department are following Illinois Statutes on drug and money laundering forfeiture laws (Illinois Compiled Statutes, Chapter 725, Article 150/5) and other vehicle seizure laws (Chapter 720, Article 36).

#### **NEW CASES:**

On February 28, 2023, Lt. Miller seized a 2019 Chevy Cruze under Article 36 after the driver was cited for Aggravated Driving on a Revoked License. The driver had a Driving Under the Influence conviction and three (3) subsequent Driving While License Suspended convictions. Estimated Value: \$11,444

On February 20, 2023, Ofc. Aftanas and FTO Calamus seized a 2015 Mercedes S550 during a traffic stop after citing the driver with Driving While License Suspended after a Driving Under the Influence conviction. Estimated Value: \$34,000.

On January 12, 2023, Ofc. B. Reilly seized \$414 and \$1,210 of United States Currency after citing two defendants with numerous narcotic charges during a suspicious person stop at the Thornton's Gas Station.

#### License Plate Reader (LPR) / Street Camera Usage January – February 2023

During the months of January and February of 2023, the Forest Park Police Department documented usage of the Street Cameras and LPR system. January - 12 reports and February - 16 reports. Forest Park Police Officers used the cameras and technology for a variety of crimes and incidents including: Investigating two (2) Fatal Hit and Runs; DUI arrest, Aggravated Assault, Vehicular Pursuit, Freedom of Information Act (requests), Catalytic Converter Thefts, Burglary Investigations and Vehicular Hijacking.

#### **LESO**

Nothing to Report

#### **Special Response Team (SRT)**

There were no SRT activation for the months of January/February.

#### **Special Response Team Training**

The SRT did not conduct training for the months of January/February.

#### Range

We conducted a one-day basic familiarization and capabilities training for officers who expressed intentions to carry an AR-15 rifle. These weapon systems allow officers to have greater distance and accuracy capabilities which can better equip officers in their response to high-risk incidents. This training was classroom based and will be followed-up with live fire range training days to practice and establish the skills necessary to be qualified to carry this weapon.

Additionally, we received a partial portion of our ammunition order from 2022. There is currently a 12-14 month lead time for shipment of ammunition and in that time we have been receiving portions of it depending on the type. It creates a need for us to plan and anticipate ammunition usage over a year in advance. Having ammunition allows us to properly and consistently train, allowing officers to maintain their skills with their weapons. This increases their confidence and lessens the chances of panic stemming from performing an unfamiliar task.

#### **In-Service Training**

Over the course of the last two weeks in February and into the beginning of March, the FPPD received the MEGGITT training aid from our local training group NEMRT (North East Multi Regional Training). This machine is a scenario simulator that allows us to train a multitude of skills ranging from verbal de-escalation to deadly force. This has the same value mentioned above-it allows officers to gain experience in tasks that will not be unfamiliar should they arise. The training counts towards state-mandated training and we will receive the machine again in December.

#### **Auxiliary Unit**

The Auxiliary Unit met on 11 January 2023 and 22 February 2023. January and February were both non-event months where the Auxiliary Unit had no scheduled events.

The Forest Park St. Patrick's Parade was discussed at both meetings.

During the month of February 2023 our newest Auxiliary Officer Daniel Dudek attended and passed the NEMRT Mandatory Firearms Training Program as prescribed by the Illinois Law Enforcement Training and Standards Board.

#### 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	\$	13,147.57
Public Affairs	\$	16,250.38
Police Department	\$	996.95
Community Center	\$	55.98
Accounts & Finance (Clerks Office)	\$	239,756.66
Accounts & Finance (Fire Department)	\$	203,750.71
Department of Health & Safety	\$	11,668.35
Street Department	\$	29,327.91
Public Property	\$	14,624.97
Seizure	\$	431.00
Federal Custom	\$	6,439.51
TIF	\$	9,823.10
VIP	\$	11,709.85
Water Department	\$	178,545.19
TOTAL	<b>o</b>	72 ( 520 12

TOTAL \$ 736,528.13

ADOPTED BY THE Council of the Village of Forest Park this 27<sup>th</sup> Day of March, 2023.

Ayes:		
Nays:		
Absent:		
	Rory Hoskins, Mayor	
ATTEST:		
	_	
Vanessa Moritz, Village Clerk		



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-00-000-2200-012	ULINE	03/08/2023	288.67
100-00-000-4111-210	Forest Park Public Library	03/08/2023	9,559.01
100-00-000-4220-300	Total Parking Solutions Inc	03/09/2023	220.00
100-00-000-4230-135	Colleen Moroney	08/15/2022	300.00
100-00-000-4450-121	Passport Labs Inc	02/28/2023	114.33
100-00-000-4450-130	Passport Labs Inc	02/28/2023	2,342.10
100-00-000-4450-140	Passport Labs Inc	02/28/2023	243.46
100-00-000-4510-100	EAN Holdings LLC/Process Accounting	03/14/2023	80.00

Refunds and Allocations

13,147.57



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2023	7,535.40
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2023	192.90
100-10-101-6100-100	Storino Ramello & Durkin	03/01/2023	114.00
100-10-101-6100-135	GPG Strategies LLC	02/28/2023	2,000.00
100-10-101-6120-305	Darien Marion-Burton	03/06/2023	425.00
100-10-101-6120-305	Growing Community Media NFP	03/01/2023	275.00
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	03/03/2023	175.00
100-10-101-6150-202	Dr. Carrie Steiner	03/05/2023	585.00
100-11-111-6100-115	Administrative Consulting Specialists LLC	03/01/2023	625.00
100-11-111-6100-120	Techno Consulting Inc	03/01/2023	3,500.00
100-11-111-6110-105	Techno Consulting Inc	03/02/2023	116.58
100-11-111-6110-110	Springbrook Holding Company LLC	03/08/2023	6.50
100-11-111-6110-110	Techno Consulting Inc	03/01/2023	700.00
		Public Affairs	16,250.38



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-12-121-6145-306	Animal Care League	03/27/2023	900.00
100-12-123-6145-291	SCHAUERS HARDWARE	01/31/2023	26.97
100-12-127-6145-100	Work N Gear LLC	03/01/2023	69.98
		Police Department	996.95



Account Number	Vendor	<b>Invoice Date</b>	Amount
100-15-151-6140-200	SCHAUERS HARDWARE	01/31/2023	35.98
100-15-154-6170-114	BLUE CAB CO.	03/08/2023	20.00
		Community Center	55.98



Account Number	Vendor	<b>Invoice Date</b>	Amount
100-21-211-5005-002	Fidelity Security Life Ins Co	02/22/2023	550.68
100-21-211-5005-002	Fidelity Security Life Ins Co	02/22/2023	86.65
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/05/2022	99,604.00
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/05/2022	53,519.88
100-21-211-5005-002	Guardian	02/22/2023	7,738.13
100-21-211-6120-300	HRdirect	03/06/2023	89.99
100-21-211-6120-300	HRdirect	03/06/2023	89.99
100-21-211-6120-300	HRdirect	03/06/2023	89.99
100-21-211-6120-300	HRdirect	03/06/2023	89.99
100-21-211-6120-300	HRdirect	03/06/2023	89.99
100-21-211-6140-104	Office 8	03/06/2023	244.95
100-21-211-6140-104	Quill	02/15/2023	18.82
100-21-211-6140-104	Quill	02/23/2023	107.35
100-21-211-6140-110	Forest Printing Company	02/23/2023	311.18
100-21-211-6140-140	Quill	02/23/2023	66.84
100-21-211-6150-150	AT&T	03/01/2023	598.32
100-21-211-6150-150	AT&T	03/04/2023	82.98
100-21-211-6150-150	AT&T	03/07/2023	1,350.31
100-21-211-6150-150	AT&T LONG DISTANCE	03/04/2023	7.02
100-21-211-6190-003	POLICE PENSION FUND	03/08/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	03/08/2023	8,952.00
100-21-211-6191-001	POLICE PENSION FUND	03/08/2023	3,216.36
100-21-211-6191-002	Firefighters Pension Fund	03/08/2023	3,502.58
100-22-221-6310-410	Administrative Consulting Specialists LLC	03/01/2023	416.66
100-22-221-6310-410	Carrier Corporation	02/27/2023	49,980.00

Accounts and Finance (Clerks Office) 239,756.66



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-30-301-6100-170	IL Dept of Healthcare and Family Services -	01/25/2023	199,292.15
100-30-301-6140-200	SCHAUERS HARDWARE	01/31/2023	39.96
100-30-302-6110-200	Municipal Emergency Services Inc	02/23/2023	1,437.13
100-30-302-6145-105	Ken Hriensaitong	03/13/2023	100.00
100-30-302-6145-105	Ray O'Herron Co Inc	01/27/2023	237.87
100-30-302-6145-105	Ray O'Herron Co Inc	02/08/2023	442.30
100-30-302-6145-105	Timothy Ryan	03/14/2023	152.80
100-30-302-6145-105	Special T Unlimited	03/01/2023	2,048.50

Accounts and Finance (Fire Department) 203,750.71



Account Number	Vendor	<b>Invoice Date</b>	Amount
100-40-401-5000-017	AMS Electric Inc	02/23/2023	1,080.00
100-40-401-5000-017	Tariq Dandan	03/01/2023	294.00
100-40-401-5000-017	Raymond Traynor	03/14/2023	495.00
100-40-402-6100-100	Storino Ramello & Durkin	03/01/2023	570.00
100-40-402-6100-115	Muse Community + Design	03/01/2023	4,762.50
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2023	110.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2023	275.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/03/2023	55.00
100-40-402-6150-232	Tariq Dandan	03/01/2023	1,723.50
100-40-402-6150-240	Book Reporting Service	03/14/2023	807.80
100-40-403-6140-206	Smithereen Pest Mgmt Services	03/01/2023	1,200.00
100-40-410-6140-202	SCHAUERS HARDWARE	01/31/2023	145.55
100-40-410-6140-202	Pit Stop	03/09/2023	150.00
	Department of	f Health and Safety	11,668.35



Account Number	Vendor	<b>Invoice Date</b>	Amount
100-50-502-6140-202	SCHAUERS HARDWARE	01/31/2023	42.26
100-50-502-6185-106	Cargill Salt Road Safety	03/01/2023	6,196.69
100-50-502-6185-106	Cargill Salt Road Safety	03/02/2023	9,235.22
100-50-502-6185-108	SCHAUERS HARDWARE	01/31/2023	7.64
100-50-502-6185-110	Voss Signs LLC	03/10/2023	640.00
100-50-502-6185-505	West Cook County Solid Waste	02/28/2023	13,206.10
		Streets Department	29,327.91



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
100-55-552-6180-101	SCHAUERS HARDWARE	01/31/2023	198.23
100-55-553-6180-150	Lyons Pinner Electric Co	02/20/2023	816.00
100-55-553-6180-160	AEP Energy	02/22/2023	2,035.26
100-55-553-6180-160	Com Ed	02/24/2023	492.69
100-55-553-6180-160	Com Ed	02/27/2023	143.02
100-55-553-6180-160	Com Ed	02/28/2023	566.40
100-55-553-6180-160	Com Ed	02/28/2023	203.25
100-55-553-6180-160	Com Ed	03/15/2023	365.35
100-55-555-6180-100	SCHAUERS HARDWARE	01/31/2023	102.15
100-55-555-6180-100	Quill	02/23/2023	482.37
100-55-555-6180-100	PremiStar-North	03/01/2023	484.00
100-55-555-6180-115	Illinois Alarm	01/24/2023	250.14
100-55-555-6180-120	Illinois Alarm	01/26/2023	292.29
100-55-555-6180-130	Comcast	03/01/2023	442.45
100-55-555-6180-130	Illinois Alarm	01/26/2023	292.29
100-55-555-6180-140	SCHAUERS HARDWARE	01/31/2023	51.88
100-55-555-6180-140	Comcast	02/22/2023	188.04
100-55-555-6180-140	Comcast	02/28/2023	2.11
100-55-560-6180-125	Pit Stop	03/09/2023	450.00
100-55-570-6155-106	SCHAUERS HARDWARE	01/31/2023	7.45
100-55-570-6155-106	Currie Motors Chevrolet	02/01/2023	420.57
100-55-570-6155-106	Currie Motors Chevrolet	02/06/2023	593.88
100-55-570-6155-106	Currie Motors Chevrolet	02/08/2023	71.15
100-55-570-6155-106	Currie Motors Chevrolet	02/16/2023	72.06
100-55-570-6155-106	Currie Motors Chevrolet	02/24/2023	128.52
100-55-570-6155-106	Currie Motors Chevrolet	03/03/2023	75.95
100-55-570-6155-106	Factory Motor Parts Co	03/02/2023	291.44
100-55-570-6155-106	Factory Motor Parts Co	03/06/2023	13.29
100-55-570-6155-106	Factory Motor Parts Co	03/06/2023	19.84
100-55-570-6155-106	Factory Motor Parts Co	03/06/2023	20.31
100-55-570-6155-106	Factory Motor Parts Co	03/06/2023	12.45
100-55-570-6155-106	Factory Motor Parts Co	03/06/2023	13.17
100-55-570-6155-106	Factory Motor Parts Co	03/06/2023	-23.45
100-55-570-6155-106	Factory Motor Parts Co	03/07/2023	164.97
100-55-570-6155-106	Kimball Midwest	03/06/2023	432.04
100-55-570-6155-106	Kimball Midwest	03/06/2023	454.18
100-55-570-6155-106	Kimball Midwest	03/06/2023	38.25
100-55-570-6155-106	Linde Gas North America LLC	02/21/2023	205.16



Account Number	Vendor	<b>Invoice Date</b>	Amount
100-55-570-6155-106	Linde Gas North America LLC	02/22/2023	72.50
100-55-570-6155-106	Regional Truck Equipment Co	03/02/2023	49.37
100-55-570-6155-106	Zeigler Ford North Riverside	03/13/2023	218.54
100-55-570-6155-112	Freeway Ford Sterling Truck	03/02/2023	1,580.68
100-55-570-6155-112	Illinois Communications Sales Inc	03/07/2023	192.00
100-55-570-6155-112	XTreme Graphics Lettering	03/15/2023	500.00
100-55-570-6155-202	Berwyn Garage	02/22/2023	90.58
100-55-570-6155-202	Berwyn Garage	02/23/2023	84.74
100-55-570-6155-202	Berwyn Garage	02/27/2023	447.00
100-55-570-6155-202	Berwyn Garage	03/01/2023	312.61
100-55-580-6155-120	Jack's Rental Inc.	03/03/2023	207.80
		Public Property	14,624.97



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
230-00-000-6900-230	Quiroz Auto Repair Inc	03/01/2023	280.00
230-00-000-6900-230	Secretary of State	03/07/2023	151.00
		Seizure	431.00



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
232-00-000-6900-232	Administrative Consulting Specialists LLC	03/01/2023	625.00
232-00-000-6900-232	Comcast	02/22/2023	172.29
232-00-000-6900-232	DocuMentors Inc	03/11/2023	851.19
232-00-000-6900-232	J.G. Uniforms	03/06/2023	222.49
232-00-000-6900-232	J.G. Uniforms	03/06/2023	730.05
232-00-000-6900-232	J.G. Uniforms	03/06/2023	185.00
232-00-000-6900-232	J.G. Uniforms	03/06/2023	215.00
232-00-000-6900-232	J.G. Uniforms	03/07/2023	237.35
232-00-000-6900-232	KIESLER'S POLICE SUPPLY INC.	02/28/2023	1,346.40
232-00-000-6900-232	Motorola Solutions StarCom21 Network	03/01/2023	110.00
232-00-000-6900-232	Ray O'Herron Co Inc	03/02/2023	95.76
232-00-000-6900-232	Ray O'Herron Co Inc	03/11/2023	15.58
232-00-000-6900-232	Pro Line Embroidery LLC	03/09/2023	1,633.40
		Federal Customs	6,439.51



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
302-00-000-6100-100	Storino Ramello & Durkin	03/01/2023	761.50
302-00-000-6100-100	Storino Ramello & Durkin	03/01/2023	1,339.50
302-00-000-6100-105	Christopher Burke Engineering LTD	03/03/2023	2,210.00
302-00-000-6185-800	Village of Oak Park	03/10/2023	3,750.00
304-00-000-6100-100	Storino Ramello & Durkin	03/01/2023	619.00
304-00-000-6100-100	Storino Ramello & Durkin	03/01/2023	571.60
309-00-000-6100-100	Storino Ramello & Durkin	03/01/2023	571.50
		TIF	9,823.10



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
312-00-000-6100-100	Storino Ramello & Durkin	03/01/2023	332.50
312-00-000-6100-105	Christopher Burke Engineering LTD	03/03/2023	2,660.00
312-00-000-7000-102	Christopher Burke Engineering LTD	03/15/2023	552.94
312-00-000-7000-108	Christopher Burke Engineering LTD	03/03/2023	402.50
312-00-000-7000-109	Christopher Burke Engineering LTD	03/03/2023	5,744.41
312-00-000-7000-312	Christopher Burke Engineering LTD	03/03/2023	1,537.50
312-00-000-7000-312	K-Five Hodgkins LLC	02/24/2023	80.00
312-00-000-7000-312	K-Five Hodgkins LLC	02/28/2023	80.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/01/2023	160.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/03/2023	160.00
		VIP	11,709.85



<b>Account Number</b>	Vendor	<b>Invoice Date</b>	Amount
501-80-800-6100-105	Christopher Burke Engineering LTD	03/03/2023	810.00
501-80-800-6110-105	Springbrook Holding Company LLC	03/08/2023	782.00
501-80-800-6150-154	Com Ed	02/28/2023	22.10
501-80-800-6150-154	Com Ed	02/28/2023	85.95
501-80-800-6150-154	Com Ed	03/01/2023	159.26
501-80-800-6150-154	Constellation Energy Services Inc	02/28/2023	1,713.11
501-80-800-6150-154	Constellation Energy Services Inc	03/02/2023	349.51
501-80-800-6150-156	NICOR	03/07/2023	283.38
501-80-800-6150-156	NICOR	03/07/2023	801.89
501-80-800-6155-110	SCHAUERS HARDWARE	01/31/2023	75.39
501-80-800-6800-100	City of Chicago	03/10/2023	153,017.89
501-80-800-6800-150	National Power Rodding Corp	03/02/2023	3,400.00
501-80-800-6800-150	National Power Rodding Corp	03/09/2023	4,498.75
501-80-800-6800-151	Clear View	03/14/2023	2,470.00
501-80-800-6800-176	Core & Main LP	03/02/2023	4,177.56
501-80-800-7000-020	Christopher Burke Engineering LTD	03/03/2023	5,744.40
501-80-800-7000-020	Growing Community Media NFP	03/08/2023	154.00

Water Department 178,545.19

# RESOLUTION NO. R-\_\_\_\_\_-23

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

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

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

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

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

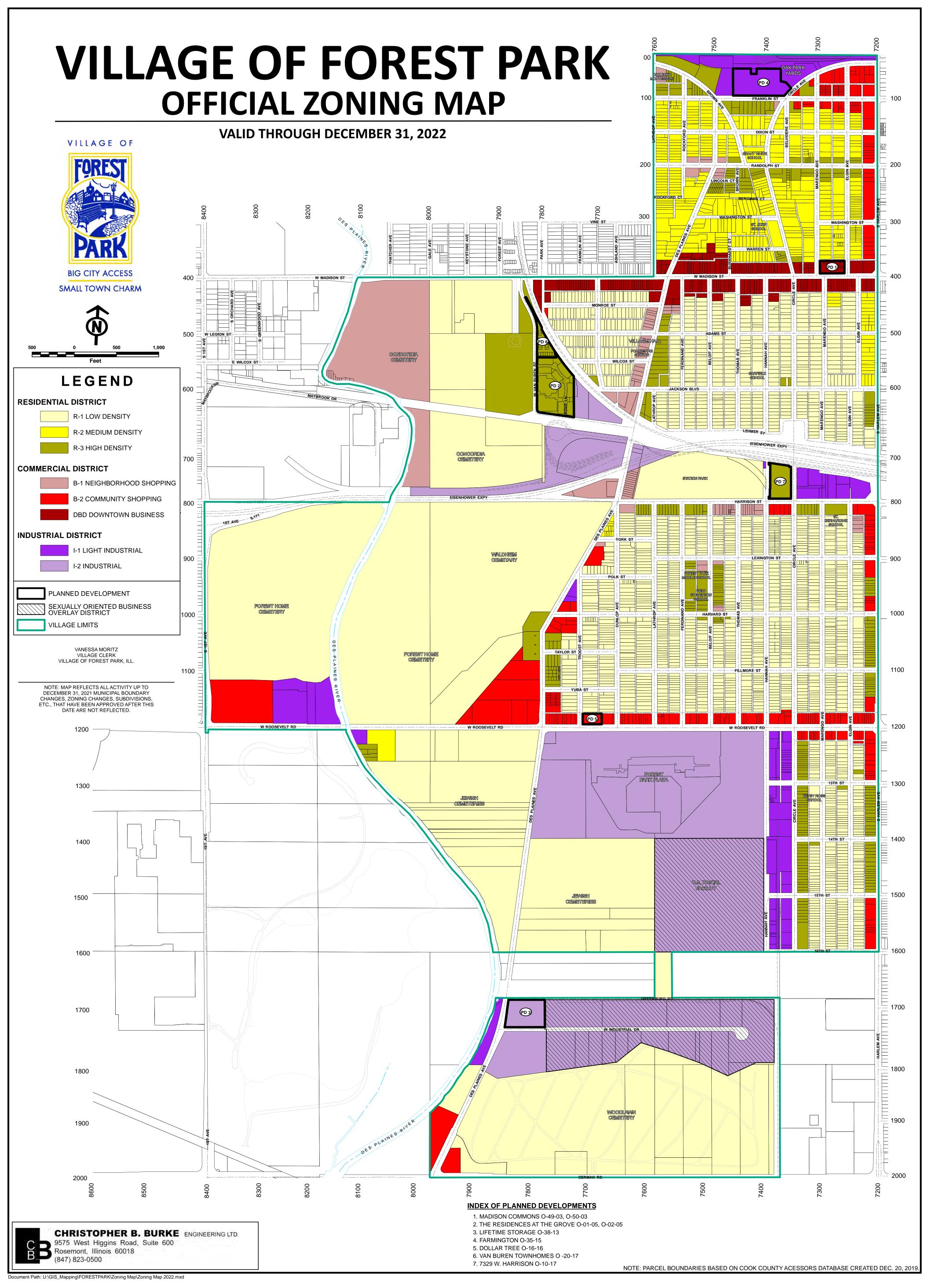
**SECTION 2:** The zoning map attached hereto as "Exhibit A" shall constitute the official zoning map of the Village of Forest Park and is hereby approved and shall be published by the Village Clerk in accordance with 65 ILCS 5/11-13-19.

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

**ADOPTED** by the Council of the Village of Forest Park, Cook County, Illinois this 27<sup>th</sup> day of March, 2023.

AYES:		
NAYS:		
ABSENT:		
ATTEST:	Rory E. Hoskins, Mayor	
Vanessa Moritz, Village Clerk		

# EXHIBIT "A"



#### **AGENDA MEMO**

Village Council Meeting
Forest Park, Illinois
March 27, 2023

#### **Issue Statement**

Request for Village Council Action: Resolution Approving the Specifications and Authorizing the Advertising of Bids for the 2023 Permeable Paver Maintenance (Joint Bid) Project

# Background

In late 2021, the Metropolitan Water Reclamation District of Greater Chicago (MWRD) received a grant that (would assist them in creating a consortium to administer jointly bid maintenance projects of green infrastructure installed throughout the District). The Village of Forest Park in addition to several other communities participated in a series of meetings regarding how such a consortium would function, how jointly bid projects would be administered, brainstormed ideas and needs of maintenance responsibilities that were needed throughout the region as well as discussed implementation and coordination semantics.

In summary, the end result was the conclusion that certain green infrastructure maintenance projects could be jointly bid by the municipalities themselves, though MWRD did provide valuable guidance and specifications that would go into specific types of maintenance activities.

At this time, the Village of Forest Park is looking to partner with the Village of River Forest (lead agency) in addition to potentially a few other communities to jointly bid required maintenance activities that are needed on our respective green infrastructure (e.g. permeable paver parking lots, paver alleys, paver intersections, etc.).

In the case of Forest Park, we are looking at restorative maintenance activities upon two of our green infrastructure paver alleys in town:

- 500 Block of Beloit and Ferdinand Between Adams and Jackson 600' in length and 6' in width;
- 900 Block of Marengo and Elgin Between Lexington and Harvard 600' in length and 6' in width.

Essentially, this work will consist of the following: 1) Water infiltration testing pre-maintenance activities (to establish baseline); 2) Vacuuming/removal of paver joint mortar throughout entire length of alley; 3) Installation of new paver joint mortar; 4) Water infiltration testing post-maintenance activities.

As the photos illustrate below, in a few locations, water is unable to infiltrate down into the storage area following the conclusion of rain events. With this condition present, maintenance of the paver joint mortar is now required. Further, maintenance of green infrastructure is also required as a condition of being awarded an MWRD project partnership. Both of said Forest Park alleys did receive partnership assistance from the MWRD to allow for their construction.

Staff estimates that the cost of the restorative maintenance activities upon both alleys will amount to (in total) no more than \$20,000. Again, River Forest will coordinate this bid; any contract entered into in the future will be between the specific municipality and the recommended bidder.

# **Attachments**

- Resolution approving specifications and authorizing bid process;
- Draft bid book which also contains maintenance activities specifications.



# RESOLUTION NO. R-\_\_\_\_\_-23

# A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE ADVERTISING OF BIDS FOR THE 2023 PERMEABLE PAVER MAINTENANCE (JOINT BID) PROJECT

(500 Block Beloit and Ferdinand – Adams to Jackson; 900 Block Marengo and Elgin – Lexington to Harvard)

WHEREAS, the Village of River Forest, as lead local agency, in conjunction with the Village of Forest Park ("Village"), the Village of River Grove and the Village of Broadview (each a "Bid Participant"), has compiled specifications and will conduct soliciting joint bids for permeable paver joint maintenance ("Project"), allocable to each Bid Participant by linear footage; and,

WHEREAS, the Village desires to adopt the specifications and advertisement for bids for the alleys at the 500 block Beloit and Ferdinand – Adams to Jackson and 900 block Marengo and Elgin – Lexington to Harvard, as part of the Village's portion of the Project ("Village Alleys").

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

# <u>Section 1</u>. Finding of the Corporate Authorities

In the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village approve the specifications and the advertisement for the solicitation of bids for the Project, covering the Village Alleys, pursuant to the 2023 Permeable Paver Maintenance (Joint Bid) Call for Bids conducted by the Village of River Forest, attached hereto as Exhibit "A" and made a part hereof.

# Section 2. Effective Date

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED by the Council of the V	Village of Forest Park, Cook County, Illinois this 27 <sup>th</sup> day
of March, 2023.	
AYES:	
NAYS:	
ABSENT:	
APPROVED by me this 27 <sup>th</sup> day of	f March, 2023.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office, and published in pamphlet form	
this day of March, 2023.	

# EXHIBIT "A"

# 2023 Permeable Paver Maintenance (Joint Bid) Project Call for Bids and Specifications





# **CALL FOR BIDS**

I.	Name of Project:	<b>2023 Permeable Paver Maintenance (Joint Bid)</b>
	-	

\_\_\_\_

- II. Instructions and Specifications:
  - A. Bid Opening Date/Time: FRIDAY, FEBRUARY 24, 2023 (10:00 AM)
  - B. Pre-Bid Conference Date/Time: N/A
  - C. Pre-Bid Conference Location: <u>N/A</u>
- III. Required of All Bidders:
  - A. Bid Deposit: 10%
  - B. IDOT Certification: No

This document comprises 48 pages

RETURN <u>ORIGINAL</u> BID IN SEALED ENVELOPE MARKED WITH THE PROJECT NAME AS NOTED ABOVE TO:

BILL KOCLANIS ENGINEERING TECHNICIAN VILLAGE OF RIVER FOREST 400 PARK AVENUE RIVER FOREST, IL 60305 PHONE: 708-714-3550



# **NOTICE TO CONTRACTORS**

Notice is hereby given by the President and Board of Trustees of the Villages of River Forest, Forest Park, Broadview and River Grove, Cook County, Illinois, that sealed bids will be accepted for:

### **2023 Permeable Paver Maintenance (Joint Bid)**

This project consists of the restoration of permeable paver joint aggregate and possible paver replacement (as needed) to restore the stormwater conveyance and filtering capability of the pavement cross-section. The work is expected to include xxx sf of permeable paver restorative maintenance, xx sf of permeable paver preventative maintenance and xx sf of permeable paver removal and replacement.

The bidding documents are available for download starting Friday, February 3, 2023 at:

www.vrf.us/bids

Bids must be submitted by Friday, February 24, 2023 at 10:00 a.m. at:

Public Works Department, 2<sup>nd</sup> Floor Village of River Forest 400 Park Avenue River Forest, IL 60305

The bid proposals will be publicly opened and read at that time. Proposals will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work.

No bid shall be withdrawn after the opening of the Proposals, without the consent of the ruling body from each participating Village, for a period of thirty (30) days after the scheduled time of the bid opening.

Each participating Village reserves the right in receiving these bids to waive technicalities and reject any or all bids.

# I. CALL FOR BIDS – INSTRUCTIONS TO BIDDERS

#### 1. PROJECT DESCRIPTION

This project consists of the restoration of permeable paver joint aggregate and possible paver replacement (as needed) to restore the stormwater conveyance and filtering capability of the pavement cross-section. The work is expected to include xxx sf of permeable paver restorative maintenance, xx sf of permeable paver preventative maintenance and xx sf of permeable paver removal and replacement.

#### 2. **DEFINITION OF TERMS**

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

Owner The Village of River Forest or any other participating community, acting

through its authorized representatives

Department The Village of River Forest or any other participating community, acting

through its authorized representatives

<u>Village</u> The Village of River Forest or any other participating community, acting

through its authorized representatives

<u>Engineer</u> The municipal Engineer, acting through its authorized representatives

<u>Bid</u> The total dollar amount specified by the Bidder and shown in the proposal

Bidder Any individual, firm, partnership, or corporation submitting a proposal for the

Work to be awarded, acting directly or through a duly authorized

representative

Contract The written Agreement between the Contractor and each participating Village

covering the performance of the Work and the furnishing of labor and materials for the construction of the Work. The Contract includes the Notice

to Contractors, Bid Proposal, Contract Bonds, and Specifications.

<u>Contractor</u> The Bidder that is awarded the Contract for the Work

Project The entire proposed improvement that is to be constructed in whole or in part

pursuant to the Contract.

<u>Proposal</u> The offer of the Bidder submitted on the prescribed form and setting forth the

prices for the Work to be performed.

Specifications Those portions of the Contract Documents consisting of written technical

descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and to certain administrative details

applicable thereto.

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

furnishing and incorporating materials into the construction of the Project, all

as required by the Contract Documents.

#### 3. BID PREPARATION

#### 3.1 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder shall, before submitting their Bid, carefully examine the Proposal and all Specifications. They shall inspect in detail the site of the proposed work and familiarize themselves with all the local conditions affecting the Contract and the detailed requirements of construction. If their Bid is accepted, they will be responsible for all errors in their Proposal resulting from any failure or neglect to comply with these instructions. The Village shall, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

#### 3.2 UNDERGROUND UTILITIES

Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to follow all applicable laws, ordinances and regulations regarding location of underground utilities, and to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but are not limited to: Nicor, ComEd, Comcast Cable, Metropolitan Water Reclamation District of Greater Chicago ("MWRD") Sewer, and Village water, sewer, and street lighting systems

#### 3.3 PREPARATION OF THE PROPOSALS

The Bidder shall submit their Proposal on the forms furnished by the Village. The Proposal shall be executed properly, and unit prices shall be made for all items indicated in the Proposal form. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; they shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder which shall be written with ink.

If the Proposal is made by an individual, their name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

Bids shall be mailed or hand-delivered to the office of Director of Public Works and Development Services, Village of River Forest, 400 Park Avenue, River Forest, IL, 60305 in an opaque sealed envelope marked "SEALED BID." The opaque sealed envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.

# 3.4 QUALIFICATIONS OF BIDDER

In order to be considered a responsible bidder, the bidder must demonstrate satisfactory performance on at least three (3) contracts of similar nature and scope within the last three (3) years within the State of Illinois. The bidder shall submit a list of references of previous projects identifying the location and work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.

#### 3.5 REQUESTS FOR CLARIFICATION/INTERPRETATION

No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or at the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall

provide an addendum to any Bidder of record. Addenda to the bid documents will be published on the following website: <a href="www.vrf.us/bids">www.vrf.us/bids</a>. Failure of any bidder to obtain any addenda shall not relieve the bidder from all obligations of the bidding documents, including any addenda. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission. All questions about the meaning or intent of the Contract Documents shall be submitted in writing to:

Village of River Forest Attn. Bill Koclanis Staff Engineer Phone: (708) 714-3550 Email: bkoclanis@vrf.us

between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications are without legal effect.

#### 3.6 PRE-BID CONFERENCE

A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory unless stated "Required" on the cover of this document.

#### 3.7 PROPOSAL GUARANTY

Each Proposal shall be accompanied by a bid bond in an amount which shall not be less than ten percent (10%) of the total amount of the bid ("Proposal Guaranty"). A cashier's check or certified check is also acceptable as a guarantee that if the Bid is accepted, a Contract will be entered into and the performance of the Contract properly secured. If the Bidder submits a cashier's check or certified check, it shall be made payable to the order of the Village of River Forest. No Proposal shall be considered unless accompanied by such bid bond or check.

#### 3.8 COMPETENCY OF BIDDERS

Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Village, upon request, with satisfactory evidence of their competency to perform the work contemplated. When requested, they shall submit to the Engineer a financial statement prepared by a Certified Public Accountant showing their financial condition at the end of their past fiscal year. The Bidder, if requested, shall also answer and submit questionnaires relating to their experience and available equipment for performing construction work similar to that for which they are offering a Proposal.

#### 3.9 DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the Notice to Contractors. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Contractors. All pages marked "RETURN WITH BID" shall be included within the Bid submittal, along with the bid deposit and unit pricing information clearly identified.

#### 3.10 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Permission will be given a Bidder to withdraw or modify a Proposal if they make their request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same work at the same letting. A modified Proposal must be submitted before the time for opening Proposals.

#### 3.11 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

#### 3.12 REJECTION OF PROPOSALS

Proposals that contain omissions, errors, erasures, alterations, additions not called for, conditional or alternate Bids, irregularities of any kind, or Proposals otherwise regular which are not accompanied by the proper Proposal Guaranty shall be rejected. However, the Village reserves the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the Village.

#### 3.13 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Proposal:

- (3.13.1) More than one Proposal for the same work from an individual, firm, partnership, or corporation under the same or different names
- (3.13.2) Evidence of collusion among Bidders
- (3.13.3) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items
- (3.13.4) Failure to submit a unit price for each item of work listed in the Proposal
- (3.13.5) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions
- (3.13.6) Unsatisfactory performance record as shown by past work
- (3.13.7) Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work
- (3.13.8) Proposal submitted by Bidder not listed by Engineer as having obtained bidding documents at Engineer's office

#### 3.14 AWARD OF CONTRACT

Unless all Proposals are rejected, award of Contract will be made to the lowest responsible Bidder whose Proposal complied with all the Specifications. The successful Bidder will be notified in writing that their Proposal has been accepted and they has been awarded the Contract. Each participating Village will be responsible for contracting with their own bidder of choice on an individual basis.

# 3.15 REQUIREMENT OF PERFORMANCE BOND AND PAYMENT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Village a performance bond and payment bond with good and sufficient sureties in the full amount of the Contract as the penal sum. The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time, and shall submit its bond on a form which is acceptable to the Village.

#### 3.16 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and provide an acceptable bond, as provided herein, within ten (10) days from the date of receipt of Contract from the Village, will be considered as just cause for the annulment of the award of Contract and the forfeiture of the Proposal Guaranty to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

#### 3.17 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two (2) lowest Bidders will be returned promptly after the Proposals have been reviewed. Proposal Guaranties of the two (2) lowest Bidders will be returned as soon as the Contract and Bonds of the successful Bidder have been properly executed and approved and the Certificates of Insurance have been posted and approved.

If a Contract cannot be awarded promptly, the Village may permit the two (2) lowest Bidders to substitute a bid bond or other securities as approved by the Village for the cash or certified checks which they may have submitted with their Proposals as Proposal Guaranties, but such substitutions shall not be made until a period of seven (7) days has elapsed after the date of opening Proposals.

# II. GENERAL PROVISIONS

#### 1. STANDARD SPECIFICATIONS

- 1.1 The applicable "Standard Specifications," as listed below, shall apply to all work performed under this Contract unless revised by the Supplemental Specifications, as set forth in Section 2 below, and the Special Provisions that are also included as part of this Project.
  - (1.1.1) <u>Standard Specifications for Water and Sewer Main Construction in Illinois</u>, Sixth Edition, 2020, and all revisions thereto, excluding Sections 1-9 (Division I).
  - (1.1.2) <u>Standard Specifications for Road and Bridge Construction</u> as adopted by the Illinois Department of Transportation, April 1, 2016; along with <u>Supplemental Specifications and Recurring Special Provisions</u> (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2021; and
  - (1.1.3) <u>Watershed Management Ordinance</u> of the Metropolitan Water Reclamation District of Greater Chicago, as amended May 16, 2019, and all revisions thereto.

#### 2. SUPPLEMENTAL SPECIFICATIONS

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

#### 107.01 Laws to be Observed

#### 107.01.01 Sexual Harassment Policy

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

# 107.01.02 Eligibility for Employment in the United States

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

#### 107.01.03 Civil Rights

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

# 107.01.04 Foreign Corporation

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

#### 107.01.05 Confidentiality of Information

Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and

shall not be made available to third parties without written consent of the Village, unless so required by court order.

# 107.26 Indemnification

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

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

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

# 107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

# 107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

#### 107.27.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents,

employees, attorneys and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### 107.27.3 Other Insurance Provisions

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

# 107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made of suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

# 107.27.3.2 Workers' Compensation and Employers' Liability Coverage

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

# 107.27.4 Verification of Coverage

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, attorneys and volunteers, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

# 107.27.5 Subcontractors

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

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

# 107.27.6 Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

# **EXHIBIT A**

# CG 20 10 03 97

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

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

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

#### **EXHIBIT B**

# CG 20 26 11 85

#### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

# SCHEDULE

# Name of Person or Organization:

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

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

Copyright, Insurance Services Office, Ins. 1984

#### **EXHIBIT C**

**POLICY NUMBER:** 

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

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

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

**EXHIBIT D** (EXAMPLE)

ACC	DRD <sub>T</sub>	M CERTIFICATE OF LIA	BILITY I	NSURANCE	<b>=</b>	(=/-0_	DAT	E (MM/DD/YYYY) Completed
PROD	UCER			THIS CERTIFICAT	TE IS ISSUED AS A	MATTER OF INFORMAT	ION ON	Y AND CONFERS
		Fully Completed				HOLDER. THIS CERTIFE AFFORDED BY THE F		
				INSURERS AFF	ORDING COVER	AGE	NAIC	#
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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	L	IMITS	
Α					EACH OCCURRENCE		\$ 1,000,000	
, ,	, ,	☑ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. Occur.)		\$ 50,000
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						PROPERTY DAMAGE ACCIDENT)	`	\$
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С		KES COMPENSATION AND	Policy	Policy Start	Policy End Date	☑ WC STATU- ☐ OTH TORY LIMITS	HER	
			Number	Date	. se, zna bato	E.L. EACH ACCIDENT	-	\$ 1,000,000
OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE-EA		\$ 500,000
					EMPLOYEE  E.L. DIESEASE-POLIC	CY	\$ 500,000	
	OTHE	R Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date	LIMIT		Ψ 000,000
List pro	ject num	N OF OPERATIONS/LOCATIONS/VEHICL ber, location and description. No endorsements o d is primary.	ES/EXCLU	SIONS ADDED B				ided to the
CERTII	FICATE I	HOLDER		CANCELLATION				
				SHOULD ANY OF		RIBED POLICIES BE CA		
		ed: Village of [municipality name here], its official nts, attorneys and volunteers	S,	NOTICE TO THE		SSUING INSURER WILL DER NAMED TO THE LE IT		DAYS WRITTEN

#### **EXHIBIT E**

#### ADDITIONAL INSURED ENDORSEMENT

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

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

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

Original Created – 1/2002 Revised – 1/2005

#### Labor, Methods, and Equipment

Add the following to Article 108.06 of the SSRBC:

#### 108.06.1 Overtime Work

Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Engineer's written consent given after prior written notice. Regular working hours shall be a consecutive eight hour period between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

#### 108.06.2 Steel Procurement

The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the director of the Village certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Village's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 et seq.) is not in the public interest.

#### 108.06.3 Wages of Employees on Public Works

All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130/1, et seq.), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that they know to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and their deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

#### INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

# PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

- 1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the participating community on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
- 2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
- 3. If you are a contractor or subcontractor working for any participating Village on more than one project, please fill out a form for each project.
- 4. For each project you worked on for the Village, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
- 5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
- 6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
- 7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee's payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
- 8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
- 9. You are invited to visit Illinois Department of Labor's web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

#### **AFFIDAVIT**

#### **SUBCONTRACTORS**

Attach explanation of monies paid, copy of contract or billing, or other pertinent information.

# **Monthly Statement of Compliance**

Date:		
		Company Name:
I,	_(name	Contact Person:
signatory party),	_ (title),	Address:
do hereby state: that I pay or supervise the payr	nent	City, State, Zip:
of the persons employed on the public works pro	oject	Telephone Number:
(	name	
of project); that during the payroll period comme	ncing	Company Name:
on the day of, (year), ar	nd	Contact Person:
ending on the day of, (y	ear),	Address:
all persons employed on said project have been		City, State, Zip:
paid the full wages earned, that no rebates		Telephone Number:
have been or will be made either directly or indir	ectly	
to or on behalf of said		Company Name:
(name of contractor or subcontractor) from the fo	ull	Contact Person:
wages earned by any person, and that no		Address:
deductions have been made either directly or		City, State, Zip:
indirectly from the full wages earned by any		Telephone Number:
persons, other than permissible deductions as		
defined by Federal and/or State law. I further ce	rtify	Company Name:
that this payroll is correct and complete; that the	wage	Contact Person:
rates contained therein are not less than the act	ual	Address:
rates herein stated and that the classification set	t forth City, S	tate, Zip:
for each laborers or mechanic conform to the wo	ork	Telephone Number:
he/she performed.		

Certified Transcript of Payroll \*\*Please Note: Thu submission of falsified payroll records is a criminal offense.\*\*

continued of supported actor						J	Contra	ct Inf	Contract Information	ion							Pay	Pay Period Starting Date:	Starting	g Date:					- 2
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Report Hours for Each Day, including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.	rs. List Ho	ourly Pre	evailing \	Wage Ra	ite and	Hourly F	Fringe Be	enefits /	Allotmer	nts.															
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#### Scope of Payment

Add the following to Article 109.02 of the SSRBC:

#### 109.02.1 Taxes

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

#### 109.07 Partial Payments and Retainage

Add the following to Article 109.07 of the SSRBC:

#### 109.07.1 Partial Payments

The Contractor shall supply and each Engineer's estimate shall be accompanied by the following, all in form and substance satisfactory to the Village:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Engineer's estimate from each and every Subcontractor and suppliers of material or labor to release the Village of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Village without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Village of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Village harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Engineer's estimates submitted late by the Contractor to the Engineer will result in the Engineer's estimate not being processed until the following month.

#### 109.09 Contract Claims

Revise the second sentence of subparagraph (a) of Article 109.09 of the SSRBC to read:

"All claims shall be submitted to the Engineer."

#### 2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

#### "EQUAL EMPLOYMENT OPPORTUNITY"

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

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

#### 2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to

decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

#### 2.4 RESPONSIBILITIES OF CONTRACTOR

Within ten (10) days after the signing of the Contract, the Contractor shall submit a work schedule to the Village showing the progress to be made on the major portions of the work, such work schedule to be designated to complete the entire work within the time stipulated for completion. The schedule of work, however, shall be subject to the Engineer's approval. If, at any time during the progress of work, the Engineer is of the opinion that the Contractor is not adhering to such schedule, the Engineer will request the Contractor to increase their force to comply with the work schedule. Failure of the Engineer, however, to demand this shall not release the Contractor from their obligation to secure the quality of work or the rate of progress specified.

The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent of the Contractor shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The Contractor shall be solely responsible for the safety of persons, property, or the work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Engineer at the time of the change.

#### 2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

The work herein specified shall be prosecuted with such force as the Engineer may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgment of the Engineer, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the Engineer for its completion within the specified time, of if, in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of those specifications, the Village shall have full right and authority to take the work out of the hands of the Contractor and employ other workmen to complete the unfinished work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due to the Contractor.

#### 2.6 ASSIGNMENT OF CONTRACT

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

#### 2.7 SUSPENSION OF WORK

Should the Contractor, with the approval of the Engineer, stop work, or should the weather conditions in the opinion of the Engineer be such that the work could not be properly and safely performed, then the Engineer may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the Contractor shall at their own expense store materials and be responsible for all accidents as though the work was in progress.

#### 2.8 LIMITATION OF OPERATIONS

The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets, and at private driveway entrances. The Village reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the restoration of daily traffic and permit accessibility to private driveway entrances before work is started on any additional sections of the project.

#### 2.9 PERFORMANCE BOND

The Contractor shall furnish a satisfactory performance bond in the sum of the amount of the Contract in dollars guaranteeing the proper completion of the work and the maintenance of the work during the period of one (1) year from and after the date of the completion and acceptance of the same. This date shall be the date shown on the Final Pay Estimate, which is submitted by the Engineer for the work performed by the Contractor. If, within this guarantee period, any work is found by the Village to be defective, the Contractor shall promptly, without cost to the Village, and in accordance with the Village's written instructions, correct such defective work. If the Contractor does not promptly comply with the terms of such instructions, the Village may have the defective work corrected and all direct and indirect costs of such corrections, including compensation for any required Professional Services, shall be paid or reimbursed to the Village by the Contractor. The maintenance of the work shall consist of:

- 2.9.1 Correction of any defect in material of workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Village.
- 2.9.2 Correction of any damage to such improvements by reason of settling of the ground base or foundation thereof.

#### 2.10 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

#### 2.11 PAYMENTS

If the rate of progress is satisfactory to the Engineer, payment estimates will be submitted once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Contractor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Engineer has made their final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

#### 2.12 ENGINEER'S AUTHORITY

The Engineer shall act as the Village's representative during the construction period. The Engineer shall decide any issues that may arise as to quality and acceptability of material furnished and work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents regarding the quality of materials, workmanship, and execution of the work.

The Engineer shall NOT have control over or charge of, and shall NOT be responsible for construction means, methods, techniques, sequences, procedures or controls, or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Engineer shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract documents. The Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

#### 2.13 PLANS AND SPECIFICATIONS

The Contractor shall keep on the Project site a copy of the Specifications and Plans. Anything mentioned in the Specifications and not shown on the Plans, or anything shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy in the figures or drawings, the matter shall be immediately submitted to the Engineer without whose decision said discrepancy shall not be adjusted by the

Contractor, save only at their own risk and expense. The Engineer shall furnish from time to time such details, sketches or other information as they may consider necessary, unless otherwise provided. Certain drawings and data are also required from the Contractor and shall be promptly furnished for approval, and when approved by the Engineer, shall become part of these Specifications.

The work is to be made complete, and to the satisfaction of the Engineer, notwithstanding any minor omissions in the Specifications or Plans.

The drawings form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions. In the event of any discrepancies between the Plans and these Specifications, the decision of the Engineer shall be final thereon. The figured dimensions on the Plans are to be taken as correct, but the Contractor is required to carefully check all dimensions of structures before beginning work thereon. Should any error be discovered, the Engineer's attention should be called to the same, and the proper corrections made.

The Contractor will not be allowed to take advantage of any error or omission in the drawings, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

#### 2.14 MEASUREMENT OF WORK - ADDITIONS AND/OR DEDUCTIONS

<u>Measurement of Work</u> - In the measurement and estimation of the quantities in any of the proposed work, no special customary or trade rate shall be considered, but only actual number, length, area, solid contents, or weight will govern.

Extra Work - No claim whatever will be allowed the Contractor for extra work or material or for a greater amount of money than is herein stipulated to be paid, unless some change in, or addition to, the work requiring additional outlay by the Contractor is first ordered in writing by the Engineer. Said writing shall state that such work is not included in the Contract, what the extras are, and that they are necessary for the proper completion of the work or for the security of the work previously done, and the reasons why such extras are necessary.

<u>Force Account</u> - For extra work not named in the schedule, payment shall be made on the basis of net cost of labor and materials, determined and certified by the Engineer, and in addition thereto, a percentage of said net cost; or in lieu of payment on cost basis the Engineer and Contractor may agree in writing upon a fixed amount or fixed unit prices to be paid for such extra work, in which event such item shall be added to the schedule. The class of labor used shall not be higher than that usually employed on work of similar character.

The Contractor shall furnish (separately, for each item of work) each day, to the Engineer, a statement of the material and a roll of the men with the time made by each chargeable to Force Account Work. Bills for extra work done in any current month must be presented to the Engineer not later than the tenth (10th) day of the following month.

<u>Change of Plans</u> - If the Engineer deems it proper or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the Contract or Agreement

hereby entered into, nor release labor and materials to complete the Contract as altered. The value of the work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the Contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Engineer and the Contractor.

#### 2.15 NIGHT, SUNDAY, AND HOLIDAY WORK

No work shall be performed under these Specifications at night or on Sunday or legal holidays without the prior, written approval of the Engineer.

#### 2.16 LOCAL REGULATIONS

The work shall be executed in full compliance with laws and regulations of each participating community. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the Contractor at their own expense.

#### 2.17 SUBSTITUTE MATERIALS

Where, in these Specifications, one or more certain materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of material can be used if, in the opinion of the Engineer, they are equal in durability and efficiency to those mentioned and of a design in harmony with the work as outlined and the Engineer gives written approval of a substitution before the articles and materials are ordered by the Contractor. Should a substitution of articles and/or materials be desired, the Contractor will be required to request the change within ten (10) days from the award of the Contract.

#### 2.18 GUARANTY AND QUALITY OF WORK

The Work shall be done in a thorough and workman-like manner and to the satisfaction of the Engineer. The Contractor warrants and guarantees to the Village and Engineer that it shall provide only materials and tools of the best quality and free from faults and defects for the Work. No secondhand material can be used in any case. In the event anything is brought to the worksite that is improper to be used on the Work or that does not conform to the requirements of the Contract Documents, the same shall be considered defective and removed at the direction of the Engineer.

If requested by the Village, the Contractor shall promptly, without cost to Village and as specified by the Engineer, either correct any defective Work, whether fabricated or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove it and replace such rejected Work within a reasonable time, or as specified in a written notice from the Engineer, the Village may have the deficiency corrected or the rejected Work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services (i.e., third party contractors, engineers, attorneys, etc.) shall be paid by the Contractor and an appropriate deduction shall be made to payments due Contractor for Work completed. The Contractor shall also bear the expense of removing any defective or damaged Work of others and replace and correct such Work at its sole cost and expense. All labor will be furnished by the Contractor and must be efficient and skilled in the Work. All Work must pass inspection

by the Engineer.

If after final acceptance of the Work by the Village and before one (1) year after the acceptance of all the Work by the Village, any Work is found to be defective or require repair, removal and/or replacement, the Contractor shall promptly, without cost to the Village and in accordance with written directions of the Village, either correct such defective Work or, if it has been rejected by the Village, remove it from the site and replace it with non-defective Work. All labor and material will be furnished by the Contractor and must be efficient and skilled in the Work. All Work must pass inspection by the Engineer. In the event that the Contractor fails to correct such defective Work, remove or replace the same within 30 days written notice from the Engineer, Village may have the deficiency corrected or the rejected Work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services (i.e., third party contractors, engineers, attorneys, etc.) shall be paid by the Contractors and an appropriate deduction shall be made to payments due to the Contractor for Work completed.

# **III. SPECIAL PROVISIONS**

This Section amends and takes precedence over the Standard Specifications and the Supplemental Specifications.

The Special Provisions listed herein explain certain General Items pertaining to this Project and amend the Standard Specifications in describing work required for certain Contract Items.

#### **SP-1 GENERAL CONSTRUCTION REQUIREMENTS**

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

Once work commences, it shall be advanced continuously and expeditiously until complete. Unless approved by the Engineer, any day that the Contractor does not conduct any Work may be subject to liquidated damages.

Access to all individual drives within the current work zone must be restored at the end of each workday.

No political or campaign signs, symbols or slogans shall be visible on any contractor or subcontractor vehicles or property in the Village.

At no point shall materials or equipment prevent free access to any fire hydrant, water valve, gas valve, or manhole in the vicinity of the project. If, in the opinion of the Engineer, any material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public, the Contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with or caused by said work, immediately. All structures and work constructed under the Contract shall be cleaned at the end of each workday to the satisfaction of the Engineer and the premises shall be left in an approved condition insofar as affected by the work under this Contract.

## SP-2 NO PARKING SIGNAGE

The Contractor shall be responsible for the installation and removal of any "No Parking" signage. It shall be installed **no more than 24 hours in advance** of the planned work and all signage shall be removed at the end of the workday. No signage shall be affixed to parkway trees or other existing infrastructure unless done in a non-destructive manner (zip ties, plastic wrap, etc.) approved by the Engineer. In no case shall "No Parking" signage be allowed to remain overnight unless associated work is scheduled for the following calendar day. Should the Contractor fail to install "No Parking" signage and require the relocating of a vehicle, all costs associated with the vehicle relocation shall be deducted from the subsequent pay request. Should the Contractor leave "No Parking" signage up in a manner not in conformance with this specification, the Engineer may remove all signage and a penalty of \$250 will be imposed on the subsequent pay request. Each incident requiring the Engineer to remove "No Parking" signage shall be considered a separate offense and will incur an additional penalty. The reinstallation of any additional "No Parking" signage will remain the responsibility of the Contractor if removed by the Engineer.

#### SP-3 VILLAGE WATER USAGE

The Village of River Forest requires Contractors to use a leased hydrant meter for any access to a Village fire hydrant. The water meters are available at the Village Hall Facility upon submittal of the

appropriate paperwork and no less than 24 hrs notice. The Contractor may be required to place a \$1,000.00 deposit with the Cashier's Office in the Village Hall prior to being issued a water meter. The deposit is refundable upon the return of the water meter in its original condition. The cost for all water usage will be invoiced to the Contractor at the completion of the Work.

It is the responsibility of the Contractor to use an approved hydrant operating wrench when opening and closing any fire hydrants. The use of a pipe wrench is not allowed.

It should be noted that each participating community may have varying requirements related to water usage, hydrant accessibility, etc.

#### **SP-4 CLEANING UP**

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish caused by their employees or work. At the end of the day, they shall remove all rubbish from and about the right-of-way within the project area. All tools, equipment, and surplus materials shall be removed and relocated to any temporary on-site storage location assigned by the Engineer, and the work shall be left in a "broom clean" condition. Upon completion of the work called for by the contract, and upon final inspection and acceptance, the Contractor shall remove any of their remaining rubbish, tools, form boards, and surplus materials completely from the work site. In case of dispute, the Village may remove the rubbish or other materials and charge the cost to the Contractor. This work shall be considered incidental to the project.

# SP-5 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the <u>Standard Specifications for Traffic Control Devices</u> and the <u>Illinois Manual on Uniform Traffic Control Devices</u>.

No waiving of these requirements will be allowed without prior written approval of the Engineer. All signage/closures/detours are subject to the approval of the Engineer. Due to the levels of traffic experienced by some of the locations identified for Work, detours may be required by the Engineer.

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, right of way closures for construction operations of any type, or when any section of the right of way is opened to traffic prior to completion of all work. The Contractor shall ensure that Work zone in question is properly signed, barricaded and otherwise marked.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of Work. No closure shall remain in effect from Friday night at 4:30PM to Monday morning at 9:00AM.

As the condition and location of the Work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the Work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or

proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety in the conditions of the work being performed.

The Contractor shall be responsible for insuring that all barricades, warning signs, lights and other devices installed are in place and operating twenty-four (24) hours each day, including Sundays and Holidays during the time this Contract is in force.

In the event of severe weather conditions, the Contractor will be required to furnish any additional personnel required to properly maintain all traffic control devices.

This work shall not be paid for separately but shall be considered **incidental** to the Work.

#### SP-6 RESTRICTED ACCESS NOTIFICATION

The Contractor will be responsible for providing written notice to all residences and/or places of business at least two (2) working days prior to performing any Work activity that will eliminate any point of access to the property. The Contractor shall provide them the opportunity to remove their cars from the property or make other arrangements. The written notice shall be submitted to, and approved by, the Engineer prior to the distribution. In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure to ensure awareness of the lack of access.

#### SP-7 PERMEABLE PAVER RESTORATIVE MAINTENANCE

#### Description:

This Work consists of some or complete removal of the joint opening aggregate to renew infiltration of permeable pavements after miscellaneous debris has been captured and lodged in the joint material.

#### General Requirements:

Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Call for Bids, apply to this Section. It is the responsibility of the Contractor to coordinate a site visit with the Owner's Representative prior to the commencement of Work to confirm the limits and conditions of pavements to be maintained.

#### Submittals:

- 1. Joint Opening Aggregates:
  - a. Provide representative one pound sample in container of aggregate materials that indicate the range of color variation and texture expected upon project completion.
  - b. Accepted samples become the standard of acceptance for the product produced.
  - c. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
  - d. Test results from an independent testing laboratory for void space percentage per ASTM C 29.
  - e. Sand is not acceptable as a joint material.
- 2. Contractor must provide evidence that their firm or other entity proposed for the unit paving work has specific experience meeting the following criteria:
  - a. Job references from a minimum of three projects similar in size and complexity. Provide Owner/Client names, postal address, phone, fax, and email address.
  - b. Restored (within past three years) a minimum average of 10,000 square feet per year

for the past three years unit pavers using open-graded chip aggregate.

c. The same experienced supervisory personnel will be made available for this project.

#### Quality Assurance:

- 1. Source Limitations: Obtain Joint Opening Aggregates from one source with the resources to provide materials and products of consistent quality in appearance and physical properties to match existing.
- 2. Cleaning System:
  - a. Removal equipment shall be designed to clean joints and remove embedded debris in joint and sediment / vegetation from paver surface with vacuum in one pass.
  - b. Suction of Vacuum Sweepers shall be > 20,000 cfm and 150 hp.
  - c. Removal Equipment shall be able to remove up to 3/8" chip debris of full joint depth.
- 3. Paving Contractor Qualifications: Utilize an installer having successfully completed permeable paver restoration similar in design, material, and extent indicated on this project.
- 4. Site Demonstration: provide an on-site demonstration of cleaning system for sample area within project limits to see removal of joint aggregate material and surface debris.
- 5. Surface Infiltration Inspection and Testing:
  - a. Perform ASTM C1781 test method at no less than one location per site for infiltration performance before and after restoration to measure improvement. Test shall occur at agreed locations prior to restoration. Retest infiltration (at same locations) after completion of work to confirm improvement.
  - b. Do not conduct the test if there standing water on top of the Permeable Concrete Paver. Do not conduct tests within 24 hours of the last precipitation. Report test results to the Project Engineer or Owner's Representative.
- 6. Should the joint aggregate settle lower than the top of the adjacent paver(s) within a 12-month period, the Owner may request that the Contractor return to sweep in additional joint aggregate into the paver joints. This work will not be paid for separately, but shall be considered incidental to the paver installation.

#### Material Acceptance:

The Contractor must provide a Manufacturer's written certification that the materials comply with these specifications.

#### Joint Opening Aggregate:

1. Gradation: Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 9 as shown below:

Gradation Requirements Clean-washed granite chips

Sieve Size shall conform to ASTM No. 9 for joint widths 1/4 inch up to 3/8 inch.

3/8 in (9.5 mm) 100 No. 4 (4.75 mm) 85 to 100 No. 8 (2.36 mm) 10 to 40 No. 16 (1.18 mm) 0 to 10 No. 50 (0.30 mm) 0 to 5

Clean-washed granite chips or limestone

Sieve Size shall conform to ASTM No. 8 for joint widths 3/8 inch and larger.

1/2 in (12.5 mm) 100 3/8 in (9.5 mm) 85 to 100 No. 4 (4.75 mm) 10 to 30 No. 8 (2.36 mm) 0 to 10 No. 16 (1.18 mm) 0 to 5

- 2. Material: ASTM No. 9 granite chips or ASTM No. 8, granite chips or limestone (ASTM No. 8 only)
- 3. Color: grey, unless otherwise noted
- 4. Supplier:
  - a. Kafka Granite LLC, 101 S. Weber Ave, Stratford, WI 54484
  - b. Alliance Aqua-Roc
  - c. SEK
  - d. Approved equivalent

#### Water:

- 1. Water shall be supplied by the Contractor unless coordinated with the Owner for use from hydrants.
- 2. By participating in this bid, each municipality has verified that they will make a source of water (hydrant) available within 500' of each alley location. The Contractor shall make application to the proper authorities and shall conform to the municipal ordinances, rules, or regulations concerning water use.
- 3. If the water is provided by the Contractor, they shall notify the Owner of the source of water used and provide written certification that the water does not contain harmful chemicals.
- 4. The cost of obtaining water shall be considered incidental to the work, regardless of where it is obtained. Each participating Village reserves the right to invoice the Contractor for any water acquired through their respective distribution system.

#### Debris Removal:

- 1. Cleaning vehicle must be able to self-contain debris upon removal.
- 2. High pressure air gunning (by hand) shall not be used unless reviewed and approved by Owner for areas where truck access is prohibitive.
- 3. Remove and dispose of material off-site according to applicable regulations all debris, sedimentation, vegetation and full depth joint opening aggregate; coordinate temporary dumpster location with Owner if necessary.
- 4. Store all materials away from the permeable surface; separate materials from the permeable surface with geotextile.
- 5. Debris must be removed in a timely manner with acceptable vacuum source, removing impacted material up to full depth of joint. Pressure washing or air gunning debris down in to joint alone, is not acceptable.

#### Joint Opening Aggregate Replenishment:

- 1. Replenish removed Permeable Joint Opening Aggregate material with clean aggregate material flush to paver lip.
- 2. Vibrate pavers into levelling course with a low-amplitude plate vibrator capable of a to 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes in two perpendicular directions across paving with vibrator.
- 3. Provide, spread and sweep permeable joint opening aggregate material until joints are completely filled, then remove excess material.
- 4. Sweep excess material from paver surface.

- 5. Vehicular traffic and/or construction equipment shall not be allowed on pavers until Permeable Joint Opening Aggregate has been vibrated into joints.
- 6. Permeable Joint Opening Aggregate shall be installed per the specifications herein within the same working day as the removal, with the intent to open the pavement to vehicular traffic by the end of each working day. Liquidated Damages may be assessed for closures lasting longer than a single working day, unless previously approved in writing by the Owner's Representative.

All material supplied by the Contractor shall be quarry generated virgin source materials.

Any pavers or surrounding pavements that are damaged as part of this work shall be replaced in-kind and at the approval of the Owner's Representative prior to final payment being made. The cost of any necessary replacements shall be the responsibility of the Contractor.

#### **Method of Measurement:**

This work will be measured in place and the area computed in square feet. Infiltration testing, removal of debris and aggregate required to fill joint/void openings are considered incidental to this item and will not be paid for separately.

#### **Basis of Payment:**

This work will be paid for at the contract unit price per square foot for **PERMEABLE PAVER - RESTORATIVE MAINTENANCE**, which shall include all labors, materials and equipment necessary to perform the work as herein specified.

# SP-8 PERMEABLE PAVER - PREVENTATIVE MAINTENANCE

#### Description:

This Work consists of removal of miscellaneous debris before being trapped in the joint opening aggregate material causing clogging in permeable pavements. Work is to be performed regularly to maintain infiltration and may require reinstatement of minimal amounts of joint opening aggregate.

#### General Requirements:

Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Call for Bids, apply to this Section. It is the responsibility of the Contractor to coordinate a site visit with the Owner's Representative prior to the commencement of Work to confirm the limits and conditions of pavements to be maintained.

#### Submittals:

- 1. Joint Opening Aggregates:
  - a. Provide representative one pound sample in container of aggregate materials that indicate the range of color variation and texture expected upon project completion.
  - b. Accepted samples become the standard of acceptance for the product produced.
  - c. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
  - d. Test results from an independent testing laboratory for void space percentage per ASTM C 29.
  - e. Sand is not acceptable as a joint material.
- 2. Contractor must provide evidence that their firm or other entity proposed for the unit paving work has specific experience meeting the following criteria:
  - a. Job references from a minimum of three projects similar in size and complexity.

- Provide Owner/Client names, postal address, phone, fax, and email address.
- b. Performed preventative maintenance (within past three years) for a minimum average of 10,000 square feet per year for the past three years on unit pavers using open-graded chip aggregate.
- c. The same experienced supervisory personnel will be made available for this project.

#### Quality Assurance:

- 1. Source Limitations: Obtain Joint Opening Aggregates from one source with the resources to provide materials and products of consistent quality in appearance and physical properties to match existing.
- 2. Cleaning Systems:
  - a. Broom Sweeper
    - i. Rotating curb brushes with center pick-up.
    - ii. Poly bristles only.
    - iii. "Waterless" cleaning.
  - b. Regenerative air sweeper:
    - i. Light duty suction cleaning.
    - ii. Stream of air blowing horizontally across surface and vacuuming.
    - iii. No rotating brushes.
- 3. Contractor Qualifications: Utilize an installer having successfully completed permeable paver preventative maintenance similar in design, material, and extent indicated on this project.
  - a. Surface Infiltration Inspection and Testing:
  - b. Upon Owner request, perform ASTM C1781 test method for infiltration performance before and after cleaning to measure improvement. Test shall occur in agreed location prior to sweeping. Retest infiltration at same location after completion of work to confirm improvement.
  - c. Do not conduct the test if there standing water on top of the Permeable Concrete Paver. Do not conduct tests within 24 hours of the last precipitation. Report test results to the Project Engineer or Owner's Representative.

#### Material Acceptance:

The Contractor must provide a Manufacturer's written certification that the materials comply with these specifications.

#### Joint Opening Aggregate:

1. Gradation: Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 9 as shown below:

Gradation Requirements:

Clean washed granite chips

Sieve Size shall conform to ASTM No. 9 for joint widths 1/4 inch up to 3/8 inch.

3/8 in (9.5 mm) 100 No. 4 (4.75 mm) 85 to 100 No. 8 (2.36 mm) 10 to 40 No. 16 (1.18 mm) 0 to 10 No. 50 (0.30 mm) 0 to 5

Clean-washed granite chips or limestone

Sieve Size shall conform to ASTM No. 8 for joint widths 3/8 inch and larger.

1/2 in (12.5 mm) 100

3/8 in (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

- 2. Material: ASTM No. 9 granite chips or ASTM No. 8, granite chips or limestone (ASTM No. 8 only)
- 3. Color: grey, unless otherwise noted
- 4. Supplier:
  - a. Kafka Granite LLC, 101 S. Weber Ave, Stratford, WI 54484
  - b. Alliance Aqua-Roc
  - c. SEK
  - d. Approved equal

#### Sweeping:

Perform sweeping at frequency requested by each municipality or as specified in contract documents.

Remove and dispose of off-site according to applicable regulations all debris, sedimentation, and vegetation.

Joint Opening Aggregate Replenishment (as necessary):

- 1. Replenish permeable joint opening aggregate material with clean aggregate material flush to paver lip.
- 2. Vibrate pavers into levelling course with a low-amplitude plate vibrator capable of a to 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes in two perpendicular directions across paving with vibrator.
- 3. Provide, spread and sweep permeable joint opening aggregate material until joints are completely filled, then remove excess material.
- 4. Sweep excess material from paver surface.
- 5. Vehicular traffic and/or construction equipment shall not be allowed on pavers until Permeable Joint Opening Aggregate has been vibrated into joints.
- 6. Permeable Joint Opening Aggregate shall be installed per the specifications herein within the same working day as the removal, with the intent to open the pavement to vehicular traffic by the end of each working day. Liquidated Damages may be assessed for closures lasting longer than a single working day, unless previously approved in writing by the Owner's Representative.

#### Water:

- 1. Water shall be supplied by the Contractor unless coordinated with the Owner for use from hydrants.
- 2. By participating in this bid, each municipality has verified that they will make a source of water (hydrant) available within 500' of each alley location. The Contractor shall make application to the proper authorities and shall conform to the municipal ordinances, rules, or regulations concerning water use.
- 3. If the water is provided by the Contractor, they shall notify the Owner of the source of water used and provide written certification that the water does not contain harmful chemicals.
- 4. The cost of obtaining water shall be considered incidental to the work, regardless of where it is obtained. Each participating Village reserves the right to invoice the Contractor for any water acquired through their respective distribution system.

All aggregate material supplied by the Contractor shall be quarry generated virgin source materials.

#### Method of Measurement:

This work will be measured in place and the area computed in square feet. Sweeping as herein specified, along with testing and aggregate required to fill joint openings, void openings and for settings beds are considered incidental to this item and will not be paid for separately.

#### Basis of Payment:

This work will be paid for at the contract unit price per square foot for **PERMEABLE PAVER - PREVENTATIVE MAINTENANCE**, which shall include all labors, materials and equipment necessary to perform the work as herein specified.

#### SP-9 PERMEABLE PAVER – REMOVAL AND REPLACEMENT

#### Description:

This Work consists of select removal and re-installation of permeable pavers, a prepared setting bed, and a prepared subbase as needed to address damaged or failing sections within an existing permeable paver field. Existing permeable pavers may be salvaged if unit meets requirements described below.

#### **General Requirements:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Call for Bids, apply to this Section. It is the responsibility of the Contractor to coordinate a site visit with the Owner's Representative prior to the commencement of Work to confirm the limits and conditions of pavements to be maintained.

#### General: Submittals:

- 1. Permeable Pavers (if replacement is required):
  - a. Three representative full-size samples of each paver type, thickness, color and finish that match existing paver manufacturer installation. Indicate the range of color variation and texture expected upon project completion.
  - b. Accepted samples become the standard of acceptance for the product produced.
  - c. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.
  - d. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.
- 2. Joint Opening Aggregates:
  - a. Provide representative one pound sample in container of aggregate materials that indicate the range of color variation and texture expected upon project completion.
  - b. Accepted samples become the standard of acceptance for the product produced.
  - c. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
  - d. Test results from an independent testing laboratory for void space percentage per ASTM C
  - e. Sand is not acceptable as a joint material.
- 3. Contractor must provide evidence that their firm or other entity proposed for the unit paving work has specific experience meeting the following criteria:
  - a. Job references from a minimum of three projects similar in size and complexity. Provide Owner/Client names, postal address, phone, fax, and email address.
  - b. Installed (within past three years) a minimum average of 50,000 square feet per year for

- the past three years on unit pavers using open-graded chip aggregate.
- c. Contractor shall hold current Interlocking Concrete Pavement Institute certificate as a permeable pavement installer specialist with course record completion as a project foreman overseeing the installation crew.
- d. The same experienced supervisory personnel will be made available for this project.

#### Quality Assurance:

- 1. Utilize a Manufacturer having at least ten years of experience manufacturing interlocking concrete pavers on projects of similar nature or project size. Provide manufacturer's concrete permeable paver warranty.
- 2. Source Limitations:
  - a. Obtain Permeable Concrete Pavers from one source location with the resources to provide products of consistent quality in appearance and physical properties to match existing.
  - b. Obtain Joint Opening Aggregates from one source with the resources to provide materials and products of consistent quality in appearance and physical properties to match existing.
- 3. Paving Contractor Qualifications:
  - a. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.
- 4. Site Visit, Inspection and Testing:
  - a. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work.
  - b. Perform ASTM C1781 test method for infiltration performance before and after work to measure improvement. Test shall occur in agreed location prior to removal and replacement. Retest infiltration after completion of work to confirm improvement.
  - c. Do not conduct the test if there standing water on top of the Permeable Concrete Paver. Do not conduct tests within 24 hours of the last precipitation. Report test results to the Project Engineer or Owner's Representative.
- 5. Should the joint aggregate settle lower than the top of the adjacent paver(s) or edge restraint within a 12-month period, the Owner may request that the Contractor return to sweep in additional joint aggregate into the paver joints. This work will not be paid for separately but shall be considered incidental to the paver installation.

#### Material Acceptance:

The Contractor must provide a Manufacturer's written certification that the materials comply with these specifications.

#### Materials:

Replacement permeable pavers shall match existing pavers in the field and original design intent per manufacturer, color, finish, edge, size, spacer unit, joint opening and laying pattern subject to the approval of the Owner's Representative.

#### Joint Opening Aggregate:

1. Gradation: Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 9 as shown below:

Gradation Requirements Clean-washed granite chips

Sieve Size shall conform to ASTM No. 9 for joint widths 1/4 inch up to 3/8 inch.

3/8 in (9.5 mm) 100

No. 4 (4.75 mm) 85 to 100

```
No. 8 (2.36 mm) 10 to 40
No. 16 (1.18 mm) 0 to 10
No. 50 (0.30 mm) 0 to 5
```

Clean-washed granite chips or limestone

Sieve Size shall conform to ASTM No. 8 for joint widths 3/8 inch and larger.

```
1/2 in (12.5 mm) 100
3/8 in (9.5 mm) 85 to100
No. 4 (4.75 mm) 10 to 30
No. 8 (2.36 mm) 0 to 10
No. 16 (1.18 mm) 0 to 5
```

- 2. Material: ASTM No. 9 granite chips or ASTM No. 8, granite chips or limestone (ASTM No. 8 only)
- 3. Color: grey, unless otherwise noted
- 4. Supplier:
  - a. Kafka Granite LLC, 101 S. Weber Ave, Stratford, WI 54484
  - b. Alliance Aqua-Roc
  - c. SEK
  - d. Approved equal

#### Setting Bed Aggregate:

Gradation: Provide Setting Bed Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8.

```
1/2 in (12.5 mm) 100

3/8 in (9.5 mm) 85 to100

No. 4 (4.75 mm) 10 to 30

No. 8 (2.36 mm) 0 to 10

No. 16 (1.18 mm) 0 to 5
```

#### Removal and Restoration:

- 1. Remove unit pavers that are loose, chipped, broken, stained, exhibiting excessive joint width or otherwise damaged, depressed, rutted or faulting that do not match adjoining units. Store pavers for reuse if they meet specifications.
- 2. Secure undisturbed pavers with a wood or metal frame.
- 3. Remove and dispose of material off-site according to applicable regulations including all debris, damaged pavers and edge restraint, joint opening aggregate and setting bed aggregate. Do not reuse contaminated aggregate.
- 4. Store all materials away from the permeable surface and separate materials from the permeable surface with geotextile.
- 5. Cuts located within 3ft of a curb or construction joint should include the removal of adjacent setting bed aggregate and subbase to the edge of the curb or construction joint.

## Permeable Setting Bed Aggregate and Permeable Base Aggregate:

- 1. Regrade and re-compact the upper surface of the Permeable Base Aggregate (CA-7) material sufficiently to prevent infiltration of the Permeable Setting Bed Aggregate material.
- 2. Place and screed new Permeable Setting Bed Aggregate in a consistent thickness layer to match

existing on prepared Permeable Base Aggregate (CA-7) as required.

#### Permeable Pavers:

- 1. Reinstate new or salvaged units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
- 2. Mix pavers as they are placed, to produce uniform blend of colors and textures.
- 3. Exercise care in handling face mix pavers to prevent surfaces from contacting backs or edges of other units.
- 4. Provide Permeable Pavers using joint pattern to match existing. Adjust joint pattern at pavement edges such that cutting of edge pavers is minimized. Cut all pavers exposed to vehicular tires no smaller than one-third of a whole paver.
- 5. Use string lines or chalk lines on Permeable Setting Bed aggregate to hold all pattern lines true.
- 6. Place units hand tight against spacer bars. Adjust horizontal placement of laid pavers to align straight.
- 7. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.
- 8. Provide space between paver units of 1/32 in. wide to achieve straight bond lines.
- 9. Do not exceed joint (bond) lines more than  $\pm 1/2$  in. over 50 ft. from string lines.
- 10. Do not exceed 1/2 in. wide joint between concrete edge restraint and paver edge.
- 11. Fill gaps between units or at edges of the paved area that exceed 3/8 inch with pieces cut to fit from full-size unit pavers.
- 12. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Cut pavers subject to tire traffic shall be no smaller than one-third of a whole unit. Hammer cutting is not acceptable and the use of water to prohibit dust is required.
- 13. Do not allow traffic on installed pavers until Permeable Joint Aggregate has been vibrated into joints. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and Permeable Joint Aggregate material.
- 14. Vibrate pavers into levelling course with a low-amplitude plate vibrator capable of a to 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes in two perpendicular directions across paving with vibrator. Vibrate under the following conditions:
  - a. After edge pavers are installed and there is a completed surface.
  - b. Compact installed concrete pavers to within 6 feet (1,800 mm) of the laying face before ending each day's work. Cover pavers that have not been compacted and leveling course on which pavers have not been placed, with non-staining plastic sheets to prevent Permeable Setting Bed Aggregate from becoming disturbed.
  - c. Compact pavers so they are level with surrounding pavers.
- 15. Protect face mix Concrete Paver surface from scuffing during compaction by utilizing a urethane pad.
- 16. Remove any cracked or structurally damaged pavers as a result of replacement procedures and replace with new units prior to installing Permeable Joint Opening Aggregate material.
- 17. Provide, spread and sweep Permeable Joint Opening Aggregate into joints immediately after vibrating pavers into Permeable Setting Bed course until full. Vibrate pavers and add Permeable Joint Aggregate material until joints are completely filled, then remove excess material. This will require at least 4 passes with a plate compactor.
- 18. Tolerances: Do not exceed 1/32-inch unit-to-unit offset from flush (lippage). Do not exceed 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.

- 19. Remove excess Permeable Joint Aggregate broom clean from surface when installation is complete.
- 20. Verify final elevations smoothly meet existing grades after sweeping the surface clean. Do not deviate final surface tolerance from grade elevations more than  $\pm 3/8$  in. under a 10 ft straightedge or indicated slope, for finished surface of paving.
- 21. Set surface elevation of pavers 1/8 in. above adjacent drainage inlets, concrete collars or channels. Lippage: No greater than 1/8 in. difference in height between Permeable Pavers and adjacent paved surfaces.
- 22. Vehicular traffic and/or construction equipment shall not be allowed on pavers until Permeable Joint Opening Aggregate has been vibrated into joints.
- 23. Permeable Joint Opening Aggregate shall be installed per the specifications herein within the same working day as the removal, with the intent to open the pavement to vehicular traffic by the end of each working day. Liquidated Damages may be assessed for closures lasting longer than a single working day, unless previously approved in writing by the Owner's Representative.

#### Joint/Base Aggregate:

- 1. Permeable Joint Opening Aggregate Material Refilling: Clean pavers, remove all debris from joint and provide additional Permeable Joint Aggregate material after 120 days and 150 days after date of Substantial Completion, as requested by the Village.
- 2. Replenish removed Permeable Joint Aggregate material with clean aggregate material flush to paver lip.
- 3. Sweep excess material from paver surface.

#### Water:

- 1. Water shall be supplied by the Contractor unless coordinated with the Owner for use from hydrants.
- 2. By participating in this bid, each municipality has verified that they will make a source of water (hydrant) available within 500' of each alley location. The Contractor shall make application to the proper authorities and shall conform to the municipal ordinances, rules, or regulations concerning water use.
- 3. If the water is provided by the Contractor, they shall notify the Owner of the source of water used and provide written certification that the water does not contain harmful chemicals.
- 4. The cost of obtaining water shall be considered incidental to the work, regardless of where it is obtained. Each participating Village reserves the right to invoice the Contractor for any water acquired through their respective distribution system.

All aggregate material supplied by the Contractor shall be quarry generated virgin source materials.

Any pavers or surrounding pavements that are damaged as part of this work shall be replaced in-kind and at the approval of the Owner's Representative prior to final payment being made. The cost of any necessary replacements shall be the responsibility of the Contractor.

#### **Method of Measurement:**

This work will be measured in place and the area computed in square feet. Aggregate required to fill joint openings, void openings and for settings beds are considered incidental to this item and will not be paid for separately.

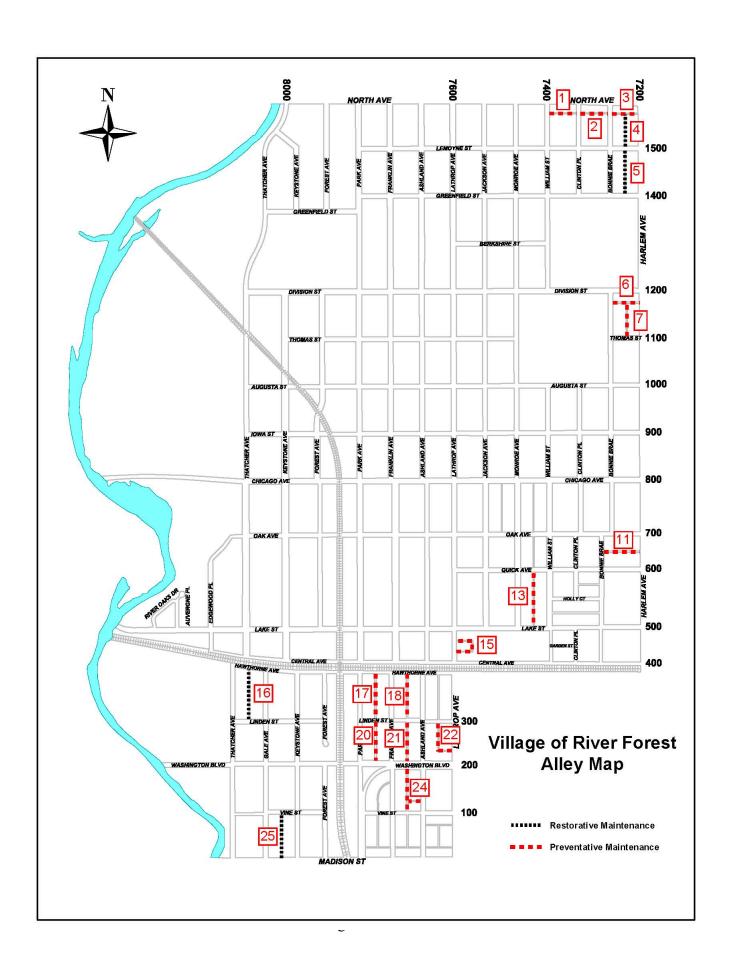
# **Basis of Payment:**

This work will be paid for at the contract unit price per square foot for **PERMEABLE PAVER - REMOVAL AND REPLACEMENT**, which shall include all labors, materials and equipment necessary to perform the work as herein specified. Contract Unit Price for permeable base/joint aggregate, type CA-7, CA-1, etc. will be paid for separately (if needed).

# IV. LOCATION LIST/MAPS

**Municipality: River Forest** 

	<u>Length</u>	<u>Width</u>	<u>Area</u>		
<u>Location</u>	<u>(ft)</u>	<u>(ft)</u>	<u>(sf)</u>	<u>Paver Type</u>	Work to be Performed
1	465	3.83	1781	Unilock Eco-Optiloc	Preventative Maintenance
2	381	16	6096	Unilock Eco-Optiloc	Preventative Maintenance
3	303	16	4848	Unilock Eco-Optiloc	Preventative Maintenance
4	602	16	9632	Unilock Eco-Optiloc	<b>Restorative Maintenance</b>
5	608	16	9728	Unilock Eco-Optiloc	<b>Restorative Maintenance</b>
6	495	3	1485	Unilock Eco-Optiloc	Preventative Maintenance
7	165	3	495	Unilock Eco-Optiloc	Preventative Maintenance
11	495	3	1485	County Materials, Renewable	Preventative Maintenance
13	755	4	3020	Unilock Eco-Optiloc	Preventative Maintenance
15	495	3	1485	Unilock Eco-Optiloc	Preventative Maintenance
16	630	3	1890	Unilock Eco-Optiloc	Restorative Maintenance
17	600	3	1800	Unilock Eco-Optiloc	Preventative Maintenance
18	585	3	1755	Unilock Eco-Optiloc	Preventative Maintenance
20	500	3	1500	Unilock Eco-Optiloc	Preventative Maintenance
21	510	3	1530	Unilock Eco-Optiloc	Preventative Maintenance
22	420	4	1680	Unilock Eco-Optiloc	Preventative Maintenance
24	540	4	2160	Unilock Eco-Optiloc	Preventative Maintenance
25	555	3	1665	Unilock Eco-Optiloc	Restorative Maintenance



#### **RETURN WITH BID**

#### **PROPOSAL**

#### **FOR**

#### 2023 PERMEABLE PAVER MAINTENANCE (JOINT BID)

VILLAGES OF:
RIVER FOREST
FOREST PARK
BROADVIEW
RIVER GROVE

TO THE PRESIDENT AND

Date:

BOARD OF TRUSTEES
VILLAGE OF RIVER FOREST
400 Park Avenue
River Forest, Illinois 60305

1.

(Name of Bidder)
(Address of Bidder)
, as(Officer, Attorney, Manager, Secretary)

hereby proposes to furnish all labor, materials, and equipment to perform all work necessary for the improvements described in the Specifications, and in accordance with the Project's Plans, Specifications and Bid Proposal.

- 2. The Project's Plans and Specifications are those prepared by The Village of River Forest, 400 Park Ave, River Forest, Illinois 60305, telephone 708-366-8500. The Specifications herein referred to are the applicable Specifications for this Work.
- 3. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposal as may be for the best interest of the Village, and yet be in conformity with the Law.
- 4. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a bid bond, cashier's check, or certified check in the amount of not less than ten percent (10%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the work, and sign the Contract therefore within ten (10) days after the award of a Contract.
- 5. In submitting this Proposal, the undersigned further agrees that they and their surety will execute and

#### **RETURN WITH BID**

present within Ten (10) Days after the date of receipt of the Contract from the Village, a performance bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of work in accordance with the terms of the Contract.

- 6. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
- 7. The undersigned further declares that they have carefully examined the Plans, Specifications and Bid Proposal and that they have inspected, in detail, the site of the proposed Work, and that they have familiarized themselves with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal they waive all right to plead any misunderstanding regarding the same.
- 8. The undersigned further understands and agrees that if this Proposal is accepted, they are to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
- 9. The undersigned declares that they understand that the quantities mentioned are approximate only and that they are subject to increase or decrease; that they will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
- 10. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
- 11. The undersigned further agrees that if the Village decides to extend or shorten the Improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, they will perform the Work as altered, increased, or decreased at the Contract unit prices.
- 12. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra Work, and that they will accept as full compensation the actual cost as determined in the Specifications.
- 13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.
- 14. The undersigned furthers agrees to carry the necessary Public Liability Worker's Compensation

Insurance to protect the and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.

15. The undersigned further agrees to submit a work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to complete the Work within the following timeframes, unless additional time is granted by the Village in accordance with the provisions of the Specifications:

River Forest – between May 1, 2023 and June 2, 2023

Forest Park – between xxxxx and xxxxx

**Broadview – Between xxxxx and xxxxx** 

River Grove – between xxxxxx and xxxxxx

In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due to them under the terms of this Contract, the costs as set forth in Art. 108.09 of the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

- 16. The undersigned further understands that payment for this Work is to be made in cash and that they are to look to the Village for said payment upon presentation of Waivers of Liens.
- 17. The undersigned further understands that the Village shall make payments to the Contractor on the Engineer's Estimate only, at intervals of not less than once a month, and at such other times as the Engineer may submit them, for work performed, or for substantial amounts of material delivered to the improvement site, with a deducted reserve of Ten Percent (10%) to be held until completion of the Contract. No payments will be made until presentation of a duly executed waiver, or waivers of lien, equal to the amount of Engineer's Estimate and the final payment shall be made only upon the Engineer's Final Estimate and presentation of final waiver for material and labor furnished together with the Contractor's sworn statement.
- 18. The undersigned further agrees that Work performed under this contract shall be in accordance with Illinois Prevailing Wage Act (Illinois Compiled Statutes, Ch. 820, Act 130, Sections 1-12), Employment of Illinois Workers on Public Works Act (Illinois Compiled Statutes, Ch. 30, Act 570, Sections 1-7), Drug Free Workplace Act (Illinois Compiled Statutes, Ch. 30, Act 580, Sections 1-11).
- 19. The undersigned submits herewith their Schedule of Prices covering the work to be performed under this Contract; they understand that they must show in the Schedule the unit prices for which they propose to perform each item of work, that the extensions must be made by them, and that if not so done, their Proposal may be rejected as irregular.

# **SCHEDULE OF PRICES**

Item #	Item	Unit	<b>Quantity</b>	Unit Price	Total
1 Preventative Maintenance		SF	<mark>xxx</mark>		
2 Restorative Maintenance		SF	<mark>xxx</mark>		
3	Paver Removal and Replacement	SY	<mark>xxx</mark>		

# **SIGNATURES**

# (If a Corporation)

Corporate Name:	
By:Party of the Second Part	
•	Business Address:
(If a Co-Partnership)	
By:	
Partners doing business under the firm name of:	
Party of the Second Part	
(If an Individual)	
By:Party of the Second Part	(Seal)
Attest:	
Secretary	

# **SUBCONTRACTORS LIST**

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1)	Type of We	ork		
Addr	City	State	Zip	
2)	Type of Wo	ork		
Addr	City	State	Zip	
3)	Type of We	ork		
Addr	City	State	Zip	
4)	Type of Wo	ork		
Addr	City	State	Zip	
5)	Type of We	ork		
Addr	City	State	Zip	
6)	Type of We	ork		
Addr	City	State	Zip	
7)	Type of We	ork		
Addr	City	State	Zip	
8)	Type of We	ork		
Addr	City	State	Zip	

# **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

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

- A. <u>REPORTS</u>: Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. <u>PRIOR REPORTS</u>: Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.
- C. CERTIFICATION OF NON SEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

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

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

Executed this day of _	20 by:	
	Firm name	
	Ву:	
	Title	(Seller)

# STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

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

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

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

- (a) Publishing a statement:
  - (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT THEY ARE AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

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

# <u>CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM</u> <u>PUBLIC CONTRACTING DUE TO BID-RIGGING OR</u> <u>BID ROTATING CONVICTIONS</u>

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

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

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

# **CERTIFICATION OF COMPLIANCE** WITH STATE OF ILLINOIS PREVAILING WAGE RATES

	hereby certifies that s	said contractor/subcontr	ractor, to the
extent that the Illinois Prevail Wag performing under this contract not less Illinois Department of Labor (IDOL).	s than the most recent prevaili	ng wage rates as determ	nined by the
the IDOL website: <a href="http://www.state.il">http://www.state.il</a> .	-	~ ~	
by IDOL during the duration of this co		=	s are revised
by iDOL during the duration of this co	miraci, inc revised rate shan ap	pry to the contract.	
The undersigned will take all necessar	ry action and be responsible f	or full compliance with	the State of
Illinois laws and Illinois Department of	of Transportation Special Prov	vision with regard to thi	is issue. The
Special Provision is included in these de	ocuments for your information	. If contractor believes t	hat Act does
not apply to it, then in lieu of certified p	payroll, Contractor will provide	e a certified statement, in	n letter form,
setting forth the basis upon which it ha	as concluded the Act does not	apply.	
Contractor/Subcontractor:			_
Name of Authorized Representative:			
Name of Authorized Representative.			_
Signature of Authorized Representative:			=
Title of Authorized Representative:			_
Address:			
Audicss.			
Date:			
Subscribed and sworn to before me this	day of	, 20	
	_		
Notary Public			

# CONTRACTOR CERTIFICATION SEXUAL HARASSMENT POLICY

	("Contractor"), having submitted	a bid to the Village of River Forest, hereby
certifies that said Contracto	r has a written sexual harassment polic	ey in place in full compliance with 775 ILCS
5/2-105 (A) (4).		
	Signed by:	(Corporate Seal)
	Title:	
	Name & Address	
	of Contractor or Vendor	
Subscribed and sworn to be	efore me	
thisday of	, 20	
Notary Publi	c	

# **REFERENCES**

1.	Project Location:	Project Owner:	
	Project Description:		
	Owner's Representative:	Phone:	
	Awarded Contract Cost \$	Final Project Cost \$	
2.	Project Location:	Project Owner:	
	Project Description:		
		Phone:	
	Awarded Contract Cost \$	Final Project Cost \$	
3.	Project Location:	Project Owner:	
	Project Description:		
	Owner's Representative:	Phone:	
	Awarded Contract Cost \$	Final Project Cost \$	
4.	Project Location:	Project Owner:	
	Project Description:		
	Owner's Representative:	Phone:	
	Awarded Contract Cost \$	Final Project Cost \$	
5.	Project Location:	Project Owner:	
	Project Description:		
	Owner's Representative:	Phone:	
	Awarded Contract Cost \$	Final Project Cost \$	

#### **AGENDA MEMO**

Village Council Meeting
Forest Park, Illinois
March 27, 2023

### Issue Statement

Request for Village Council Action: Resolution Approving the Specifications and Authorizing the Advertising of Bids for the Mohr Community Center Park Improvements Project

# **Background**

Pursuant to action taken by the Village Council at their <u>February 27, 2023 meeting (Page 229)</u>, bid specifications have been composed by the Village's consulting engineers for the playground improvement project at the Howard Mohr Community Center.

The plans call for the removal of the existing playground set, mulch surfacing and wood light pole – improvements will consist of the installation of a new playground set (ages 5-12), poured in place smooth rubber surfacing, fence replacement as well as underground drainage pipes (for the playset area and to accommodate future drainage improvements at said facility).

As stated last month, staff have obtained several proposals for the new playground equipment; companies were advised that the budget for said equipment shall not exceed \$40,000 including delivery to the Village. The attached playground equipment is the preferred option of Community Center staff; the cost of same is less than \$40,000. Said equipment has not been ordered; the Council shall authorize same following receipt of favorable bids for the site improvements considered under these plans; bid opening is tentatively scheduled for April 13.

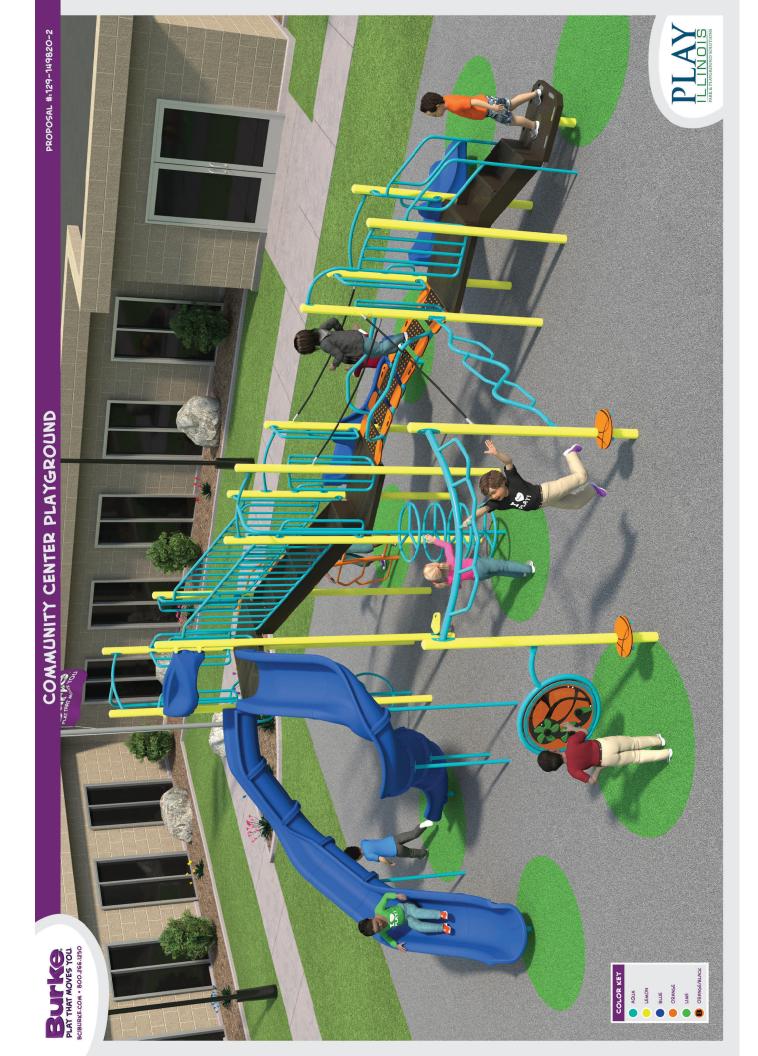
ARPA funding is being targeted for these improvements, limited to the existing playground area only (see attached plans and photo below). An initial budget of \$150,000 was estimated for the entire job. However, in light of recent bid openings handled by the Village's consulting engineer, the cost of this job has the potential of exceeding \$250,000 (the ADA accessible surfacing alone is more than double the cost of the actual playground equipment).

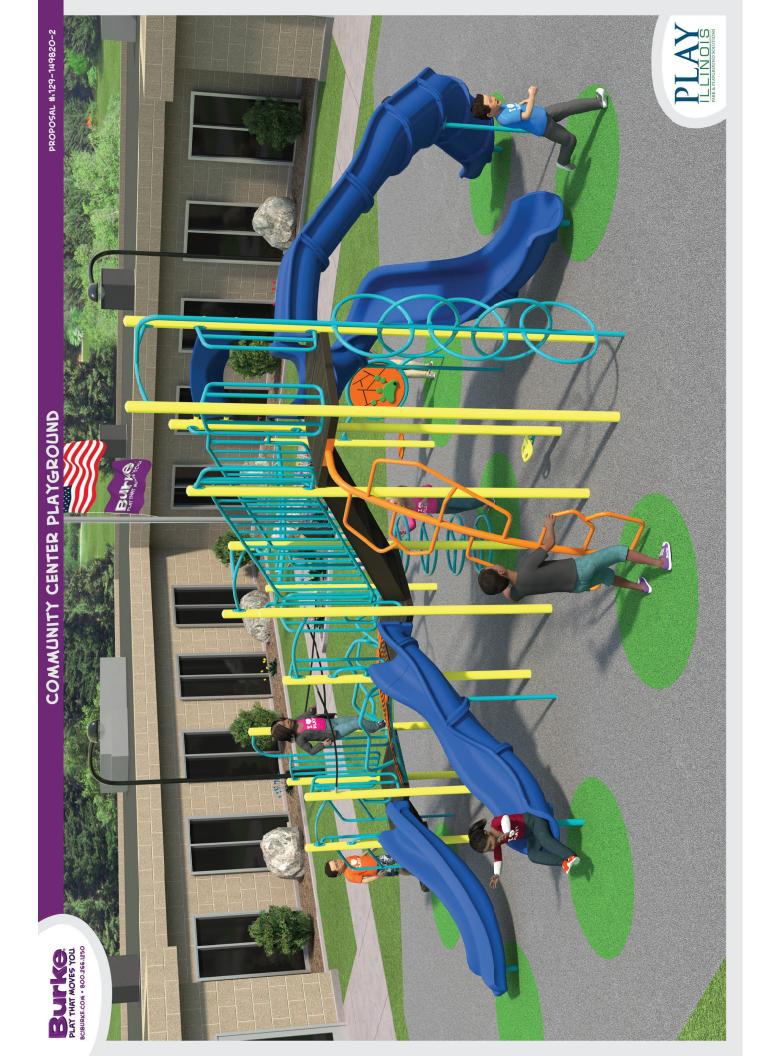
With this said, staff is recommending that the bid proceed to allow the Village to consider said bids and options moving forward. Should there be significant cost overages on top of the initial budget estimate, supplemental funding could be sought via our planned OSLAD/PARC grant applications that would include the other improvements planned for the building/rear outdoor playground area. Should this option not be available, the Village Council at a later date may consider use of state capital funding, which has been allocated to but not yet received by Forest Park. Obviously, staff is also open to other ideas/options as directed by the Council.

#### Attachments

- Resolution approving specifications and authorizing bid process for playground improvement project;
- Plans (bid specifications) of improvements;
- Preferred play set option of Community Center staff.







# RESOLUTION NO. R- -23

# A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE ADVERTISING OF BIDS FOR THE MOHR COMMUNITY CENTER PARK IMPROVEMENTS PROJECT

WHEREAS, the Village of Forest Park ("Village") has undertaken to develop plans and specifications for the reconstruction of the Mohr Community Center Park Improvements Project (the "Project"); and

WHEREAS, the Village desires to approve certain specifications and advertisement for bids for the Project.

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

# <u>Section 1</u>. Finding of the Corporate Authorities

In the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village approve the specifications, advertise and solicit bids for the Project.

# Section 2. Advertisement for Bids

The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized and directed to cause an advertisement and to solicit bids, pursuant to the public bid process and in substantially the form of the contract document, attached hereto as Exhibit "A" and made a part hereof.

#### Section 3. Effective Date

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED by the Council of the Vi	illage of Forest Park, Cook County, Illinois this 27th
day of March, 2023.	
AYES:	
NAYS:	
ABSENT:	
APPROVED by me this 27 <sup>th</sup> day of N	March, 2023.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office,	
and published in pamphlet form	
this day of March, 2023.	
	_
Vanessa Moritz, Village Clerk	

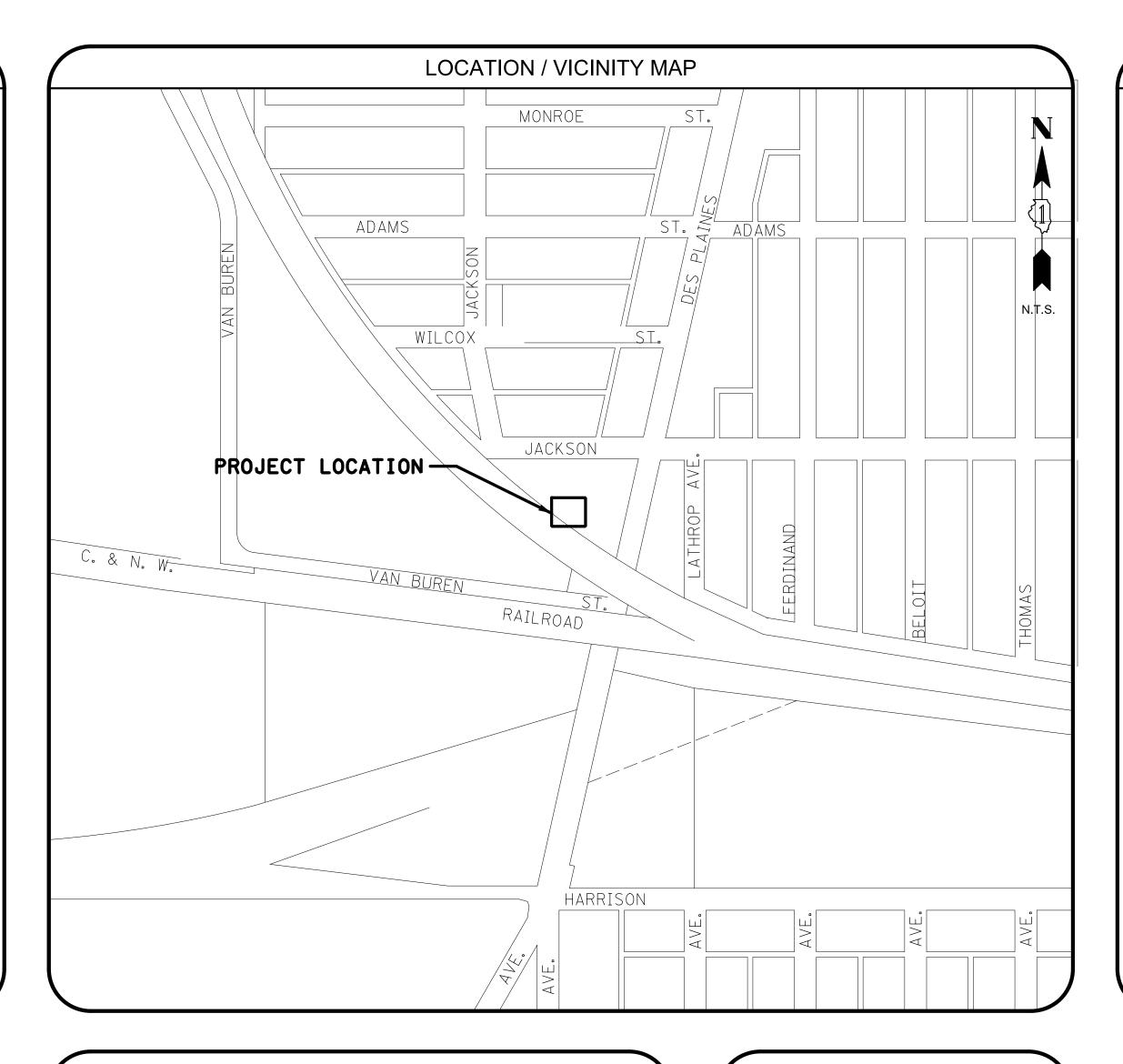
# EXHIBIT "A"

# Mohr Community Center Park Project Bid Documents

# VILLAGE OF FOREST PARK COMMUNITY CENTER PLAYGROUND IMPROVEMENTS PROJECT

# **INDEX**

SHEET NO. SHEET TITLE COVER SHEET GENERAL NOTES SUMMARY OF QUANTITIES & CONSTRUCTION DETAILS REMOVAL PLAN PROPOSED PLAN



# **IDOT STANDARDS**

STD. 000001-08 STANDARDS SYMBOLS, ABBREVIATIONS AND **PATTERNS** FRAME AND LIDS TYPE 1 STD. 604001-05 CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER STD. 606001-08 SIDEWALK, CORNER OR CROSSWALK CLOSURE STD. 701801-06 TRAFFIC CONTROL DEVICES STD. 701901-08 TRAFFIC CONTROL DEVICES -STD. B.L.R. 17-4 DAY LABOR CONSTRUCTION TRAFFIC CONTROL DEVICES -STD. B.L.R. 18-6 DAY LABOR MAINTENANCE TRAFFIC CONTROL & PROTECTION FOR SIDE ROADS, INTERSECTIONS, & DRIVEWAYS

**MAYOR RORY E. HOSKINS** 

COMMISSIONERS **JOSEPH BYRNES** MARIA MAXHAM RYAN NERO JESSICA VOOGD

VILLAGE CLERK **VANESSA MORITZ** 

VILLAGE ADMINISTRATOR **MOSES AMIDEI** 

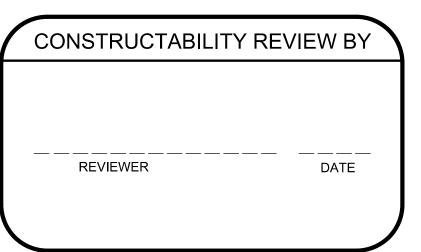
# BENCHMARK

SEE SHEET 5

LOCATION CALL JULIE 811 WITH THE FOLLOWING: THIS PROJECT IS LOCATED CITY-TOWNSHIP FOREST PARK - PROVISO IN FOREST PARK, ILLINOIS SEC. 13, T39N R12E 48 HOURS BEFORE YOU DIG. EXCLUDING SAT., SUN., & HOLIDAYS

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION







517 DES PLAINES AVENUE FOREST PARK, ILLINOIS 60130

CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018

PROFESSIONAL DESIGN FIRM NO. 184-001175-0014

EXPIRATION DATE: 04/30/23

# **GENERAL NOTES**

SPECIFICATIONS, STANDARDS AND SPECIAL PROVISIONS

ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", ADOPTED JANUARY 1, 2022; "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", ADOPTED JANUARY 1, 2023; THE LATEST EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", (IMUTCD); "THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" 2020 EIGHTH EDITION, THE "DETAILS" IN THE PLANS AND THE "SPECIAL PROVISIONS" INCLUDED IN THE CONTRACT EIGHTH EDITION,

ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS OR SPECIAL PROVISIONS SHALL BE INTERPRETED AS THE LATEST IDOT STANDARD.

ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 700 OF THE STANDARD SPECIFICATIONS.

# <u>UTILITIES</u>

THE CONTRACTOR SHALL COOPERATE WITH THE VILLAGE IN ANY UNDERGROUND UTILITY CONSTRUCTION WHICH THE VILLAGE MAY WANT TO PLACE DURING THE CONTRACTOR'S OPERATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING FACILITIES SO THAT THE UTILITIES AND THEIR APPURTENANCES MAY BE LOCATED AND ADJUSTED OR MOVED, IF NECESSARY, PRIOR TO THE START OF CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COOPERATE WITH ALL UTILITY OWNERS AS PROVIDED FOR IN THE STANDARD SPECIFICATIONS.

THE APPROXIMATE LOCATIONS OF EXISTING UTILITIES ARE SHOWN ON THE DRAWINGS ACCORDING TO INFORMATION OBTAINED FROM UTILITY COMPANIES AND SURVEYS. HOWEVER, THE VILLAGE OF FOREST PARK DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE INFORMATION REGARDING UTILITIES, EITHER PUBLIC OR PRIVATE SUCH AS SEWERS, GAS AND WATER MAINS, TELEPHONE AND ELECTRICAL DUCT LINES, MANHOLES, CATCH BASINS, AND SIMILAR STRUCTURES. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION OPERATIONS AND REPORT TO THE ENGINEER OMISSIONS AND DIFFERENCES FROM THE LOCATIONS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH ARE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER, THE VILLAGE AND THE UTILITY OWNER. THIS WORK SHALL BE SOLELY AT THE CONTRACTORS EXPENSE

COORDINATION OF ALL UTILITY WORK INVOLVED IN THE CONSTRUCTION AREA WILL BE DISCUSSED AT THE PRECONSTRUCTION CONFERENCE.

BEFORE STARTING ANY EXCAVATING, THE CONTRACTOR SHALL CALL "J.U.L.I.E." AT 800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, CABLE AND GAS FACILITIES AND THE VILLAGE OF FOREST PARK PUBLIC WORKS DEPT. FOR FIELD LOCATIONS OF BURIED WATER AND STORM FACILITIES (48-HOUR ADVANCE NOTIFICATION IS REQUIRED).

# <u>STAKING</u>

THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL SECTION OR SUBSECTION MONUMENTS OR PROPERTY OR REFERENCE MARKERS UNTIL THE VILLAGE, HIS AGENT OR AN AUTHORIZED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATIONS.

# STORM SEWER

WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS. THE WORK SPECIFIED ABOVE WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST FOR TRAFFIC CONTROL AND PROTECTION.

WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE OR PUBLIC DRAINS, SEWERS OR CATCH BASINS. HE SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS, AND DISCHARGE THE SAME. HE SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT, IF NECESSARY, AND A TEMPORARY OUTLET, AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM THESE TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH SEWERS ARE BUILT AND IN SERVICE. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST FOR TRAFFIC CONTROL AND PROTECTION.

FRAME ELEVATIONS GIVEN ON THE PLANS ARE ONLY TO ASSIST THE CONTRACTOR IN DETERMINING THE APPROXIMATE OVERALL HEIGHT OF THE STRUCTURE. FRAMES OF ALL NEW, ADJUSTED OR RECONSTRUCTED STRUCTURES WILL BE ADJUSTED TO THE FINAL ELEVATION OF THE AREA IN WHICH THEY ARE LOCATED AS PART OF THE STRUCTURE, ADJUSTMENT OR RECONSTRUCTION COST.

ANY EXISTING OR PROPOSED STORM SEWER DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE VILLAGE.

THE PROJECT IS IN A COMBINED SEWER AREA, AND THEREFORE ALL STORM, SANITARY, OR COMBINED SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH MWRD SPECIFICATIONS, ALL STORM, SANIARY, AND COMBINED SEWERS SHALL BE CONSTRUCTED WITH RESILIENT CONNECTORS CONFORMING TO ASTM C923 (PIPE TO MANHOLE OR CATCH BASIN AND EXISTING PIPE TO PROPOSED PIPE). THIS WORK WILL NOT BE PAID FOR SEPERATELY, BUT SHALL BE INCLUDED IN THE COST OF THE SEWER.

# WATER MAIN

FOR WATER MAIN SHUT OFFS, THE CONTRACTOR SHALL GIVE THE VILLAGE A MINIMUM OF 48 HOURS NOTICE. THE VILLAGE SHALL PROVIDE NOTIFICATION FORMS AND DETERMINE THE LIMIT OF THE AFFECTED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTION OF THE NOTIFICATION FORMS TO ALL AFFECTED RESIDENTS.

THE CONTRACTOR SHALL NOT OPEN OR SHUT ANY WATER VALVES OR FIRE HYDRANTS WITHOUT PRIOR AUTHORIZATION FROM THE VILLAGE PUBLIC WORKS DEPARTMENT. UNAUTHORIZED USE SHALL SUBJECT THE OFFENDER TO ARREST AND PROSECUTION.

# **MISCELLANEOUS**

ACCESS: THE CONTRACTOR SHALL PROVIDE ACCESS TO ABUTTING PROPERTY AT ALL TIMES DURING THE CONSTRUCTION OF THIS PROJECT. EXCEPT FOR PERIODS OF SHORT DURATION. THE COST TO PROVIDE ACCESS SHALL BE PAID FOR AND INCLUDED IN THE ITEM AGGREGATE FOR TEMPORARY ACCESS.

DIMENSIONS: IT SHAL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.

ALL SAWCUTTING SHALL BE INCLUDED IN THE COST OF THE ITEMS TO BE REMOVED AND SHALL BE PERFORMED PRIOR TO BEGINNING REMOVAL. ANY ITEMS OF WORK REMOVED PRIOR TO SAWCUTTING WILL NOT BE MEASURED FOR PAYMENT.

RELOCATING EXISTING SIGNS: EXISTING SIGNS WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF CONFLICTING IMPROVEMENTS IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS" INCLUDED IN THE COST OF TRAFFIC CONTROL AND PROTECTION.

PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED. IF, IN THE ENGINEER'S OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

POLLUTION CONTROL: THE CONTRACTOR WILL BE REQUIRED TO COMPLY WITH STATE REGULATIONS REGARDING AIR, WATER AND NOISE POLLUTION. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO THE PERIOD BEGINNING AT 7:00 A.M. AND ENDING AT 6:00 P.M. WEEKDAYS, 8:00A.M. TO 4:00P.M. SATURDAY, AND NO WORK SHALL BE PERFORMED ON SUNDAYS OR HOLIDAYS, PER VILLAGE ORDINANCE.

THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND IS TO COMPARE THE SITE CONDITIONS AS INDICATED ON THE DRAWINGS.

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION OPERATIONS TO INSURE TRAFFIC MAINTENANCE, SURFACE DRAINAGE, ETC. THROUGHOUT THE DURATION OF THE CONSTRUCTION PERIOD IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF FOREST PARK, AND ANY OTHER GOVERNING AGENCIES.

THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT AND PROVIDE ACCESS TO ABUTTING PROPERTY, UTILITIES, PEDESTRIANS AND VEHICULAR TRAFFIC.

NO BURNING OR INCINERATION OF RUBBISH WILL BE PERMITTED ON SITE.

DO NOT SCALE DRAWINGS IF COORDINATES AND DIMENSIONS ARE GIVEN.

THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADE, ALLOW FOR THE THICKNESS OF TOPSOIL AS SHOWN.

THE CONTRACTOR IS ADVISED THAT MUD AND DEBRIS MUST NOT BE DEPOSITED ON THE ADJACENT ROADWAYS. ANY DIRT AND DEBRIS ACCUMULATED ON THE PAVEMENT SHALL BE CLEANED BY THE CONTRACTOR WITHIN FOUR (4) HOURS OF THE INCIDENT OR HE WILL BE BACK CHARGED AT THE RATE OF \$500.00 PER INCIDENT PLUS THE COST OF THE VILLAGE'S FORCES TO COMPLETE THE WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO CORRECT DAMAGE AT HIS OWN EXPENSE. THE GRADING AND CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER.

ALL GRASSED AREAS DISTURBED DURING THE CONSTRUCTION OPERATIONS SHALL BE SODDED IN ACCORDANCE WITH SECTIONS 250 AND 252 OF THE STANDARD SPECIFICATIONS.

NO CONSTRUCTION WORK SHALL BEGIN UNTIL THE PRECONSTRUCTION VIDEO HAS BEEN APPROVED BY THE ENGINEER.

ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OR CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ALL REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE OR LOCAL TIPPING FEES.

NON-SPECIAL WASTE IS A PROVISIONAL ITEM.

CONTRACTOR IS ADVISED THAT DEWATERING OF TRENCHES SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

 $\mid$  IT IS RECOMMENDED TO REVIEW SOILS REPORTS PROVIDED IN PROJECT SPECIFICATIONS.

ANY MECHANICAL CONNECTION TO THE EXISTING WATERMAIN SHALL BE INCLUDED IN THE COST OF THE WATERMAIN.

CONTRACTOR SHALL UTILIZE DISPOSABLE CONCRETE WASHOUT BAGS AS REQUIRED TO PROPERLY DISPOSE OF UNWANTED/EXTRA CONCRETE WASTE & DEBRIS, LOCATION OF WASHOUT TO BE APPROVED BY THE ENGINEER.  $\mid$  THIS WORK SHALL BE INCLUDED AT NO ADDITIONAL COST TO THE CONTRACT (INCIDENTAL).

THE CONTRACTOR WILL NEED TO COORDINATE WITH THE SCHOOL OFFICALS ALONG THE 900 BLOCK OF FERDINAND, AND WITH THE IDOT CONTRACTOR ON THE DES PLAINES AVE RESURFACING PROJECT.

SURFACE COURSE HMA SHALL NOT BE PLACED UNTIL AFTER THE VILLAGE HAS VIEWED VIDEO OF THE SEWER TO ASSURE THAT ALL NECESSARY POINT REPAIRS HAVE BEEN PERFORMED.

CONTRACTOR TO FIELD VERIFY WM CONNECTION DETAILS.

UTILITY	CONTACT	PHONE	EMAIL	ADDRESS
AT&T	STEVE LARSON	630-573-5450 (BUS) 847-528-7727 (MOBILE)	G11629@ATT.COM	1000 COMMERCE DR FLOR 1 OAK BROOK, IL 60523
COMCAST	MARTHA GIERAS	224-229-5862 (BUS)	MARTHA_GIERAS@CABLE.COMCAST.COM	688 INDUSTRIAL DR ELMHURST, IL 60126
COMED	LISA ARGAST	630-576-7094 (BUS) 630-437-3381 (BUS 2) 630-576-7094 (OTHER)	LISA.MAVITY@COMED.COM	
DUPAGE WATER COMMISION	KEN NILES	630-516-1932 (BUS) 630-516-1935 (BUS 2)	NILES@DPWC.ORG	600 E BUTTERFIELD RD ELMHURST, IL 60126
MWRD	JOSEPH SCHUESSLER	312-751-3236 (BUS)	JOSEPH.SCHUESSLER@MWRD.ORG	100 E ERIE ST CHICAGO, IL 60611
NICOR GAS	BRUCE KOPPANG	630-388-3046 (BUS) 630-388-2362 (BUS 2) 708-243-5136 (MOBILE)	GASMAPS@NICOR.COM BKOPPANG@AGLRESOURCES.COM	1844 FERRY RD NAPERVILLE, IL 60563

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



# VILLAGE OF FOREST PARK

517 DES PLAINES AVENUE FOREST PARK, ILLINOIS 60130

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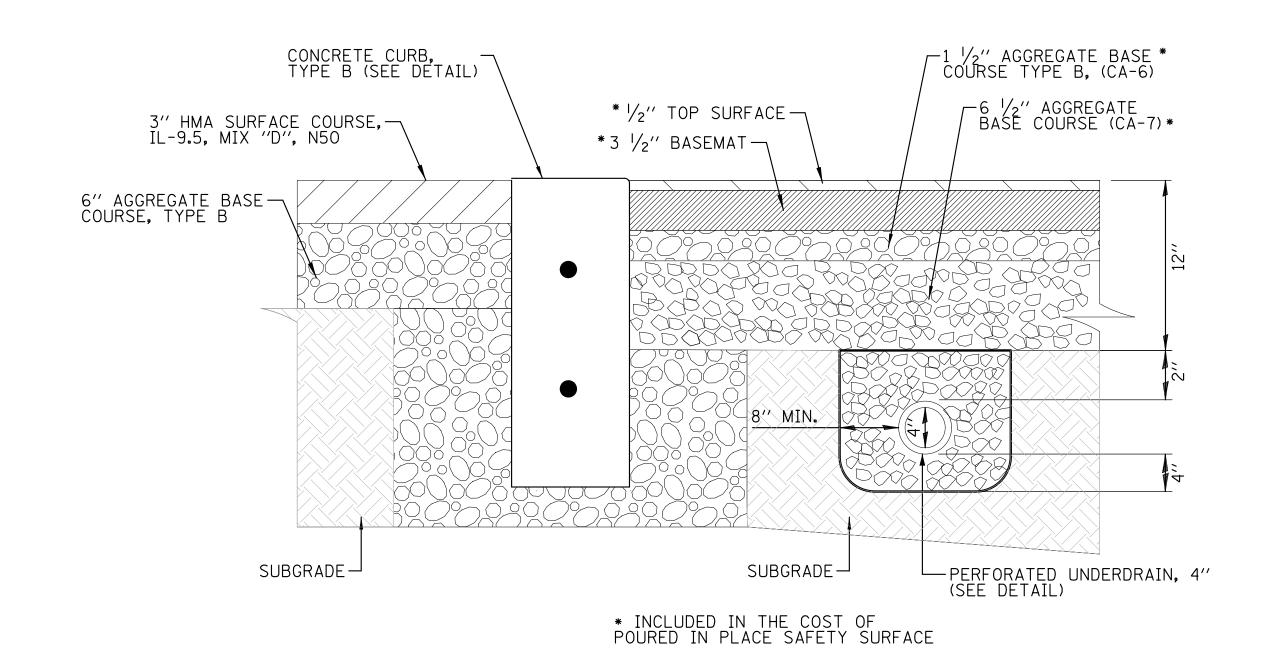
**GENERAL NOTES** 

TITLE:

PROJ. NO. 0023\_BG112 DATE: 3/24/2023 SHEET 2 OF 5 DRAWING NO.

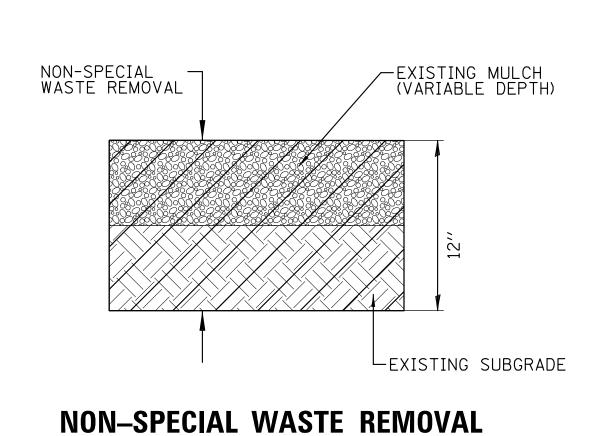
# **SUMMARY OF QUANTITIES**

SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT OF MEASURE	TOTAL QUANTITY
	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	50
	20101200	TREE ROOT PRUNING	EACH	20
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	90
	35101800	AGGREGATE BASE COURSE, TYPE B, 6"	SQ YD	10
	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	10
	44000300	CURB REMOVAL	FOOT	10
	60600605	CONCRETE CURB, TYPE B	FOOT	210
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	90
	66900530	SOIL DISPOSAL ANALYSIS	EACH	1
	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1
*	N/A	CHAIN LINK FENCE REMOVAL	FOOT	100
*	N/A	EXISTING PLAYGROUND EQUIPMENT REMOVAL	L SUM	1
*	N/A	PERFORATED UNDERDRAIN, 4"	FOOT	130
*	N/A	PLAYGROUND EQUIPMENT INSTALLATION	L SUM	1
*	N/A	POURED IN PLACE SAFETY SURFACE	SQ FT	2250
*	N/A	STORM SEWER, CLASS B (PVC), TYPE 1, 8"	FOOT	60
*	N/A	TRAFFIC CONTROL AND PROTECTION	L SUM	1
*	N/A	VINYL PRIVACY FENCE, 8' HEIGHT	FOOT	100

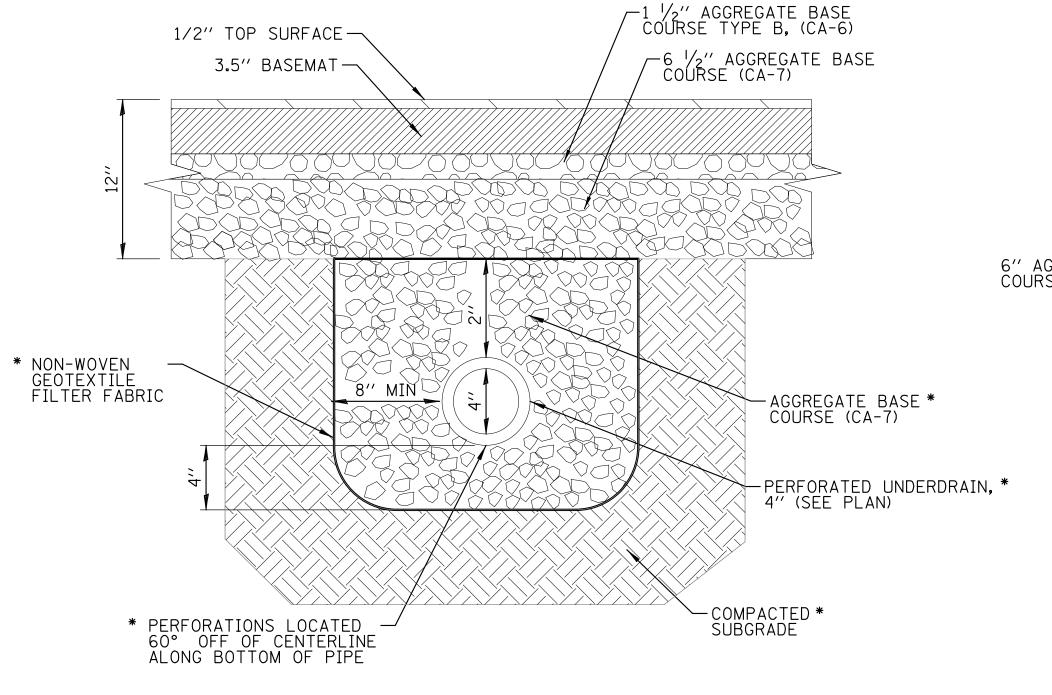


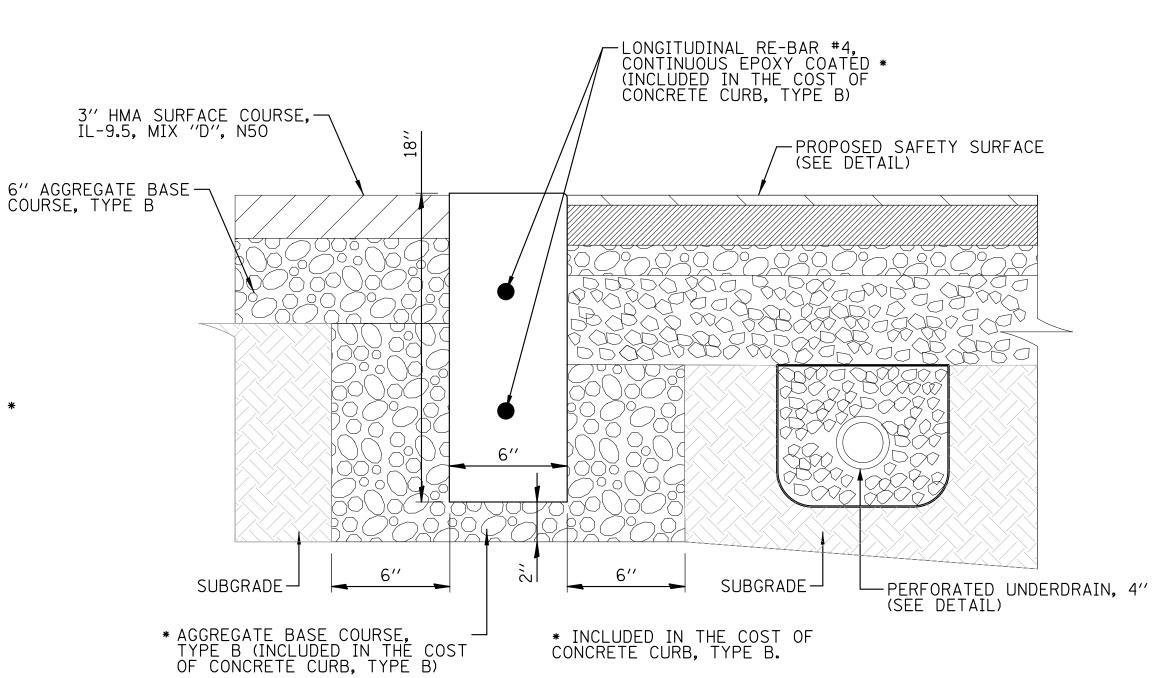
PLAYGROUND POURED-IN-PLACE SAFETY SURFACE

N.T.S.



N.T.S.





\* INCLUDED IN THE COST OF PERFORATED UNDERDRAIN, 4"

PERFORATED UNDERDRAIN, 4" (SAFETY SURFACE) N.T.S.

N.T.S.

**CONCRETE CURB, TYPE B** 

CLIENT: CHRISTOPHER B. BURKE ENGINEERING, LTD.

**VILLAGE OF FOREST PARK** 

517 DES PLAINES AVENUE FOREST PARK, ILLINOIS 60130

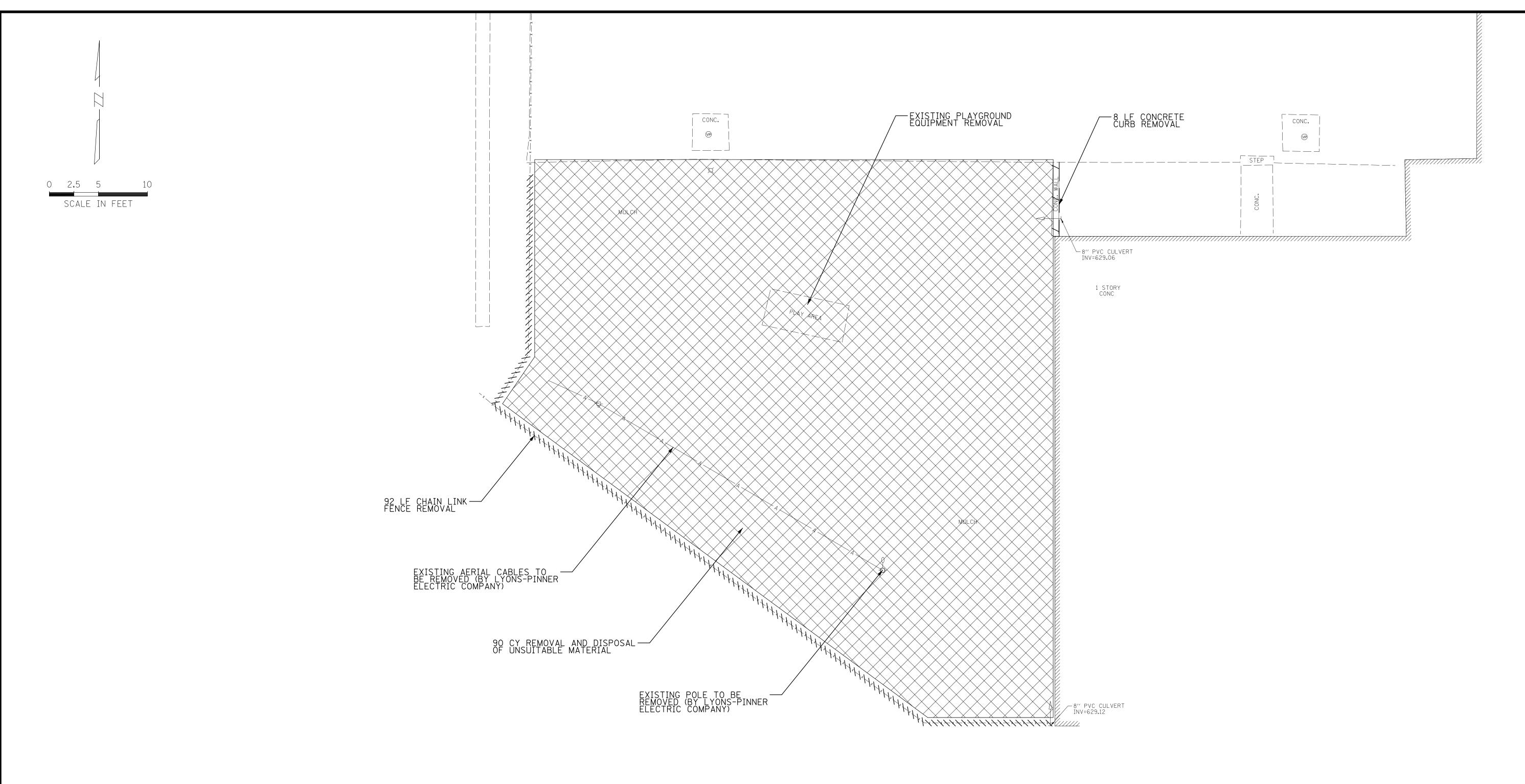
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**SUMMARY OF QUANTITIES &** CONSTRUCTION DETAILS

PROJ. NO. 0023\_BG112 DATE: 3/24/2023 SHEET 3 OF 5 DRAWING NO.

9575 W. Higgins Road, Su Rosemont, Illinois 60018 (847) 823-0500 9575 W. Higgins Road, Suite 600 (847) 823-0500

SOQ/DET



LEGEND

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL DEPTH VARIES FROM EX. GRADE TO 12" BELOW PROP. FINISHED GRADE (SAFETY SURFACE)

\_/\_ \_/\_ CONCRETE CURB REMOVAL

///// STORM SEWER REMOVAL, 8"

\\\\\\ CHAIN LINK FENCE REMOVAL

9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500

(847) 823-0500

CHRISTOPHER B. BURKE ENGINEERING, LTD.

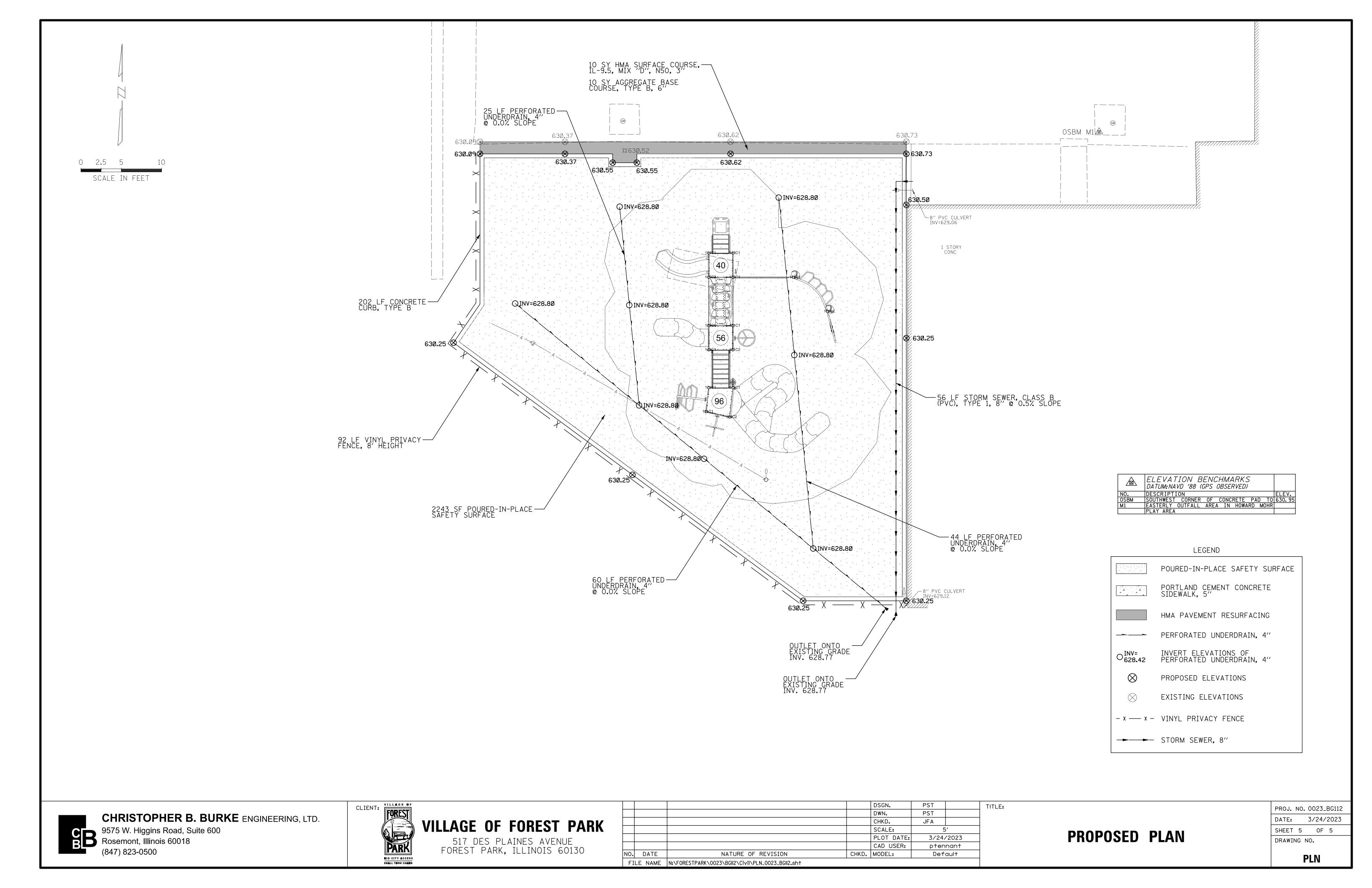
# VILLAGE OF FOREST PARK

517 DES PLAINES AVENUE FOREST PARK, ILLINOIS 60130

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				DWN.	PST		1
				CHKD.	JFA		1
				SCALE:	5	5′	1
				PLOT DATE:	3/24/	/2023	7
				CAD USER:	pten	nant	1
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	Def	ault	1
FII	F NAME	N:\FORESTPARK\0023\BG  2\Civil\REM 0023 BG  2.sbt					7

PROJ. NO. 0023\_BG112 DATE: 3/24/2023 SHEET 4 OF 5 **REMOVAL PLAN** 

DRAWING NO. **REM** 



# VILLAGE OF FOREST PARK CONTRACT DOCUMENTS FOR

# COMMUNITY CENTER PLAYGROUND IMPROVEMENTS PROJECT (CBBEL PROJECT NO. 0023.00112)

Bid Opening Date:	April 13, 2023
Bid Due By:	
Bid Opening Time:	
Bid Opening Location:	
Bid Deposit:	10% of the Amount of Bid
Performance and Payment Bond:	

#### **Obtain Information From:**

James Amelio, PE Christopher B. Burke Engineering, Ltd. 9575 West Higgins Road, Suite 600 Rosemont, IL 60018 (847) 823-0500

Submit bids online to:

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

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the VILLAGE of Forest Park and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

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# VILLAGE OF FOREST PARK NOTICE TO BIDDERS FOR

# COMMUNITY CENTER PLAYGROUND IMPROVEMENTS PROJECT

The Village of Forest Park is now accepting sealed bid proposals for the Community Center Playground Improvements Project.

#### **DESCRIPTION OF WORK**

The proposed work is officially known as "Community Center Playground Improvements Project" and further described as installation of new playground equipment, perforated underdrain, poured in place safety surface, concrete ribbon, and restoration all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL).

# **AVAILABILITY OF CONTRACT DOCUMENTS**

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website http://cbbel.com/bidding-info/ or at www.questcdn.com under Login using QuestCDN #xxxxxx for a non-refundable charge of \$50.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

Notice is hereby given that the Village of Forest Park, Illinois, will receive and accept bids ONLY through QuestCDN.com via their electronic VirtuBidTM online bid service. A virtual bid opening will be held at the day and time of the bid closing.

Join Zoom Meeting

XXXX

Meeting ID: xxxx Passcode: xxxx

Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

# **BID SECURITY**

All bid proposals must be accompanied by a bid bond payable to the Village of Forest Park for ten (10) percent of the amount of the bid as provided in the General Provisions. No proposals or bids will be considered unless accompanied by such bond.

#### PREVAILING WAGE RATE

All CONTRACTORS and subcontractors bidding for work involving fixed works constructed for public use must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130/2).

If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the contract, the revised prevailing wage rates shall apply to the work performed pursuant to the contract, and all CONTRACTORS and subcontractors shall pay their employees in accordance with the new prevailing wage rate.

#### PERFORMANCE BOND

The successful BIDDER for the construction of the improvements will be required to enter into Performance and Labor and Material Payment bonds equal to 100% of the amount of the bid with sureties to be approved by the Mayor and Commissioners, when entering into the contract for the work, which shall be conditioned upon the proper and faithful performance by the CONTRACTOR of the work specified in accordance with the contract documents therefore, and the ordinances providing for the work.

#### AWARD OR REJECTION

The Owner (Village of Forest Park) reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. All bids must submit a bid for all items to have a responsive bid. Failure to comply with all items of this provision will be a basis for rejecting the bid.

#### **BASIS OF AWARD**

The Village will choose the "low bidder" based upon Village's budget.

#### REJECTION OF BIDS

The VILLAGE, reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

#### **GENERAL PROVISIONS**

The general requirements of the contract shall be in accordance with Section 100 of the "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" adopted by the Illinois Department of Transportation January 1, 2022, except as amended below.

#### **DEFINITIONS**

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Forest Park, Cook County, Illinois.

The term "ENGINEER" whenever used in the contract documents shall be construed to mean the Village Engineer of the Village of Forest Park or the appointed representative.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the VILLAGE or its appointed representative.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

The term "STANDARD SPECIFICATIONS" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 and "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2022, as amended; the "Standard Specifications for Traffic Control Items"; and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect; all issued by the State of Illinois, Department of Transportation.

The term "WATER AND SEWER SPECIFICATIONS" whenever used in this document shall be construed to mean the "Standard Specifications for Water and Sewer Main Construction in Illinois", Eighth Edition, adopted 2020, available from the Associated General Contractors of Illinois or the Illinois Society of Professional Engineers.

#### PREPARATION OF BID

The BIDDER shall prepare proposal on the attached proposal forms furnished by the VILLAGE. Do not detach any portion of this document. Invalidation could result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the VILLAGE'S opinion that the words rather than the figures are in error. BIDDERS are warned against making any erasures or alterations of any kind, and Proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

If BIDDER is a corporation, the Mayor and Secretary shall execute the bid and the corporate seal

shall be affixed. In the event this bid is executed by other than the Mayor, attach hereto a certified copy of that section of corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If BIDDER is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Mayor shall be submitted.

#### SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The BIDDER acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its costs, including but not limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The BIDDER also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings and specifications made a part of the bidding documents. Any failure of the BIDDER to take the actions described and acknowledged in this paragraph will not relieve the BIDDER from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the VILLAGE.

Christopher B. Burke Engineering, Ltd. assumes no responsibility for any conclusions or interpretations made by the BIDDER based on information made available by Christopher B. Burke Engineering, Ltd. or the VILLAGE of the project. Nor does the VILLAGE or Christopher B. Burke Engineering, Ltd. assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the acceptance of the bid offer and execution of the contract, unless that understanding or representation is expressly stated in the contract.

#### PREVAILING WAGES

The VILLAGE requires all construction CONTRACTORS bidding on VILLAGE projects to be governed by the Illinois Prevailing Wage Act as defined in Section 2 of the Prevailing Wage Act (820 ILCS 130/2). Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914 or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10<sup>th</sup> Floor, Chicago, Illinois 60604.

#### EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

The Employment of Illinois Workers on Public Works Act took effect on July 1<sup>st</sup>, 2020. This state law requires the workforce on all public works projects to be compromised of a minimum of 90% Illinois residents.

#### **MATERIAL ORDERS**

CONTRACTOR shall order all materials with long lead times within 5 working days from the issuance of the Notice of Award to minimize any project delays and meet project completion date.

#### **CONSTRUCTION SCHEDULE**

CONTRACTOR shall submit an anticipated construction schedule within 10 working days from the issuance of the Notice of Award.

#### RESPONSIBLE BIDDER REQUIREMENTS

The Village of Forest Park has responsible bidder requirements per the Village Code.

Bidders shall submit with their proposal the following documents:

- a. Documents evidencing compliance with all applicable laws and ordinances prerequisite to doing business in Illinois.
- b. A valid federal employer tax identification number, or, if an individual, a valid social security number.
- c. A statement of compliance with the equal opportunity employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375 (known as the Equal Opportunity Employer Provision).
- d. Certificates of insurance indicating minimum insurance coverages as set forth in a bid specification, including general liability workers' compensation, completed operations, automobile, hazardous occupations and products liability.
- e. Evidence of a written sexual harassment policy in compliance with the provisions of the Illinois Human Rights Act.
- f. A statement of compliance with the provisions of the Illinois Prevailing Wage Act.
- g. Evidence of compliance with the Substance Abuse Prevention on Public Works Projects Act.
- h. Evidence of relevant experience that indicates the necessary capacity to perform the project and adequate references verifying the quality of work performed.
- i. For Village public works construction projects (construction of new Village facilities, renovation of existing Village facilities or Village road and/or utility construction projects) over fifty thousand dollars (\$50,000.00), evidence of participation in apprentice and training programs applicable to the work to be performed on the project which are approved by

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and registered with the United States Department of Labor Office of Apprenticeship and Training or are reasonably equivalent to such programs.

j. For Village construction projects (construction of new Village facilities, renovation of existing facilities or Village road and/or utility construction projects), responsible bidders must demonstrate a good faith effort toward providing equal employment opportunities for persons to work as craftpersons, laborers, workers or mechanics consistent with the racial, ethnic and gender demographics of the labor force available in the Illinois Department of Employment Security Chicago-Naperville-Joliet Metropolitan Division which consists of Cook DeKalb, DuPage, Grundy, Kane, Kendall, McHenry and Will Counties.

# SPECIAL PROVISIONS FOR COMMUNITY CENTER PLAYGROUND IMPROVEMENTS PROJECT

#### **CLARIFICATION OF CONTRACT DOCUMENTS**

Any BIDDER in doubt as to the true meaning of any part of the contract documents shall address all questions to the ENGINEER before the bid opening.

### **CONTRACT TIME**

The CONTRACTOR shall complete all contract work including punch list items by August 1, 2023. It is anticipated that the Notice to Proceed will be issued by May 1, 2023, and that the playground equipment will be delivered June 1, 2023. Work may begin once the Notice to Proceed has been issued. Below is a summary of the anticipated project schedule:

Anticipated Project Schedule				
Bid Opening	4/13/2023			
Contract Awarded	4/24/2023			
Anticipated Notice to Proceed	5/1/2023			
Anticipated Equipment Delivery	6/1/2023			
Completion Date	8/1/2023			

#### **SPECIFICATIONS**

The following Special Provisions supplement the STANDARD SPECIFICATIONS and WATER AND SEWER SPECIFICATIONS. These Special Provisions included herein apply to and govern the proposed improvement, and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

# **CONSTRUCTION DEBRIS**

EFFECTIVE OCTOBER 18, 1999

Add the following to the third paragraph of Article 202.03 of the STANDARD SPECIFICATIONS:

"The CONTRACTOR shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the CONTRACTOR for 3 years.

#### FAILURE TO COMPLETE THE WORK ON TIME

Delete Article 108.09 of the STANDARD SPECIFICATIONS and substitute with the following:

Time is of the essence to the contract. Should the CONTRACTOR fail to complete the work on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable and shall pay to the VILLAGE the sum of \$750.00 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the VILLAGE during extended and delayed performance by the CONTRACTOR for the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the CONTRACTOR. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The VILLAGE will deduct these liquidated damages from any monies due or to become due to the CONTRACTOR from the VILLAGE.

### IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, and State and local tipping fees.

The CONTRACTOR is required to submit copies of all dump debris tickets to the ENGINEER.

#### **INSURANCE REQUIREMENTS**

The CONTRACTOR shall follow Section 107 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The insurance shall also name the Village of Forest Park and Christopher B. Burke Engineering, Ltd. as additional insured.

These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured.

#### **MAINTENANCE OF EXISTING UTILITIES**

The CONTRACTOR shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The CONTRACTOR shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the VILLAGE to mark the location of underground utilities.

#### **MAINTENANCE OF ROADWAYS**

Beginning on the date that the CONTRACTOR begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the VILLAGE but shall not include snow removal operations. Traffic control and protection for this work will be provided by the CONTRACTOR as required by the VILLAGE.

The work involved in maintaining the existing pavement will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection required for this work shall be considered incidental to the contract.

If items of work have not been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the VILLAGE, will be paid for in accordance with Article 109.04 of the STANDARD SPECIFICATIONS.

#### PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the STANDARD SPECIFICATIONS, the CONTRACTOR shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

During all construction operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval of the VILLAGE.

#### **SIGN RELOCATE**

The CONTRACTOR shall remove and relocate all street signs located in or near the construction zone as directed by the VILLAGE or ENGINEER. The CONTRACTOR shall be responsible for replacing at his expense any signs damaged during the course of construction and the operation of removing and relocating any signs. The removal and relocation of all existing signs within the construction limits shall not be paid for separately but shall be incidental to the contract.

#### **STREET CLEANING**

Special attention shall be paid to Section 107.15 of the STANDARD SPECIFICATIONS. If the CONTRACTOR fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the VILLAGE at any time during the contract, the VILLAGE will notify the CONTRACTOR at which time the CONTRACTOR will have 24 hours to respond. If the CONTRACTOR fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR.

### **VANDALISM**

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage.

#### **CHAIN LINK FENCE REMOVAL**

**Description.** This work shall consist of removing the chain link fence as shown on the plans and whereas directed by the Engineer. Existing fence foundations shall be removed.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the Contract unit price per FOOT for CHAIN LINK FENCE REMOVAL, which price shall include all labor, materials, and equipment to accomplish the work as detailed above. Measurements will be taken on the centerline of the fence between repaired locations.

#### **CONSTRUCTION LAYOUT**

**Description:** The CONTRACTOR shall be required to complete the construction layout for this project.

The CONTRACTOR shall provide field force, equipment, and material to set all layout for this project, which is needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to set a proposed grade line (PGL), for the edge of the pavement, flow line, back of curb, structures and driveways. This information shall be kept in a field book and available to be reviewed by the Engineer. Stakes for line and grade of the aforementioned items shall be set at sufficient station intervals (not to exceed 15m (50 ft.)) to assure the aforementioned items are acceptable.

#### **Responsibilities of the CONTRACTOR:**

- a. The CONTRACTOR shall set the centerline of the roadway and curb and gutter based on the existing center of pavement, which shall be reviewed and approved by the Engineer.
- b. The CONTRACTOR shall survey the existing roadway at the centerline every 50 feet, all driveway locations, and all low spots and high points. This information shall be recorded directly in a field book to be reviewed by the Engineer.
- c. The CONTRACTOR shall design and layout the proposed aforementioned items using offset stakes and grub hubs, which shall be reviewed and approved by the Engineer.
- d. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly, and in accepted form.
- e. Work shall be sealed by an Illinois Registered Land Surveyor or Engineer.

Method of Measurement and Basis of Payment: This work will be paid for at the contract LUMP SUM price for CONSTRUCTION LAYOUT which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project.

#### **EXISTING PLAYGROUND EQUIPMENT REMOVAL**

**Description:** This work shall consist of removing and properly disposing of all existing playground equipment, foundations, frames and appurtenances within the existing playground footprint as directed by the VILLAGE and ENGINEER. Abandoned foundation holes shall be backfilled to existing grade with compacted Aggregate Base Course, Type B (CA-6) if necessary.

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract LUMP SUM price for EXISTING PLAYGROUND EQUIPMENT REMOVAL.

#### **ITEMS ORDERED BY ENGINEER**

**Description:** An allowance has been set aside as part of this contract for items ordered by the Engineer. The CONTRACTOR will include in his bid a unit price of \$1.00 for ITEMS ORDERED BY ENGINEER. Only additional work, not covered by existing pay items, indicated on the Plans or in the Project Specifications as approved by the OWNER and ENGINEER will be eligible for payment under the Allowance.

#### PERFORATED UNDERDRAIN, 4"

**Description:** This work shall consist of constructing 4" perforated pipe underdrains in accordance with the plans and/or as directed by the ENGINEER. The underdrains shall be installed in the prepared trench to obtain the grades indicated on the plans.

**Construction Requirements:** Perforated pipe underdrains shall be installed in accordance with Section 601 of the STANDARD SPECIFICATIONS and the manufacturer specifications.

- a) Pipe underdrain shall be A-2000 Perforated Pipe, 4" or approved equal
- b) Pipe shall be smooth wall interior
- c) Porous granular backfill shall be in accordance with the detail on the plans.
- d) Trench and pipe shall each be wrapped with non-woven geotextile filter fabric.

All pipes shall be placed in the prepared trench and immediately backfilled to a depth of 6" (minimum) above the top of the pipe with aggregate base course (CA-7), by hand, to ensure proper alignment.

The CONTRACTOR shall backfill all trenches and excavation as rapidly as conditions will permit. The backfill material shall be carefully deposited in such a manner as not to cause injurious side pressures or otherwise damage the pipe.

Method of Measurement and Basis of Payment: This work will be measured and paid for at the contract unit price per FOOT for PERFORATED UNDERDRAIN, 4" which price shall include trench excavation and disposal of material, non-woven geotextile filter fabric, aggregate base course (CA-7), labor, equipment, and material necessary to complete the work as specified herein.

#### PLAYGROUND EQUIPMENT INSTALLATION

1. All playground equipment and appurtenances have been purchased directly from the manufacturer by the VILLAGE. This work shall consist of installation and storage only of the playground equipment as shown on the plans and as recommended by the equipment manufacturer. All equipment shall be washed upon completion of the installation.

#### 2. Execution

- a. Support posts shall be set plumb: true to line and grade with post holes backfilled with Class SI Concrete meeting the applicable requirements of Section 504 of the STANDARD SPECIFICATIONS. Deck sections shall be level at the height per the manufacturer. All hardware and fasteners shall be tightened securely. The CONTRACTOR shall exercise extreme care while installing the playground equipment so as to not damage any protective coating. Excessive harm to the coating or post will result in rejection of the affected member(s). Replacement will be at CONTRACTOR's expense.
- b. Playground equipment shall be installed in accordance with the manufacturer's specifications and recommendations.
- c. The following playground equipment and appurtenances must be installed. Addition or removal of playground equipment is subject to change at the VILLAGE's discretion prior to installation.

# BURKE SYNERGY STRUCTURE SHOWN ON PROPOSAL 129-149820-2 provided by PLAY ILLINOIS

- 3. Materials, Warranty and Services
  - i. Manufacturer:

Play Illinois, LLC 310 N. Grant Street, Westmont, IL 60559 Tel (844) 222-9990 Fax (844) 217-1113 www.playil.com

- ii. Warranty. All manufacturer warranties shall apply
- iii. <u>Services</u>. Manufacturer must have a representative available to answer any questions the CONTRACTOR may have during installation. Representative may be required to make one of more site visits during construction and shall be available for final approval.

All playground equipment and appurtenances have been purchased directly from the manufacturer by the VILLAGE. The VILLAGE anticipates the playground equipment to be

CBBEL Project No. 0023.00112 Page 24

delivered on the date in the schedule. The CONTRACTOR shall coordinate with the manufacturer's representative to accept delivery of the equipment and store it (if needed), by any means necessary, in a secure location (trailer, off-site storage, etc.) until the equipment is ready to be installed by the CONTRACTOR. It is the responsibility of the CONTRACTOR to verify that all equipment, appurtenances, parts, etc. necessary to install the playground equipment as specified in the plans are included upon delivery. A representative from the VILLAGE shall also be present upon delivery of the equipment for concurrence. All components shall be inspected for damage. It is the responsibility of the CONTRACTOR to coordinate with the manufacturer's representative for providing missing components or replacement of damaged components, at no additional cost to the VILLAGE.

Please contact Cori Green with Play Illinois, LLC (844) 222-9990 to coordinate delivery and acceptance of the equipment. Coordination shall begin approximately one month prior to anticipated delivery.

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract LUMP SUM price for PLAYGROUND EQUIPMENT INSTALLATION which price shall include all labor and equipment required for the installation of the playground equipment and appurtenances as recommended by the manufacturer and specified herein.

#### POURED IN PLACE SAFETY SURFACE

**Description:** This work shall consist of furnishing and installing a poured in place (PIP) safety surface. Provide a 2-layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:

- 1. Shock Attenuation (ASTM F1292):
  - a. Gmax: Less than 200
  - b. Head Injury Criteria: Less than 1000
- 2. Flammability (ASTM D2859): Pass
- 3. Tensile Strength (ASTM D412): 60 psi (413 kPa)
- 4. Tear Resistance (ASTM D624): 140%
- 5. Water Permeability: 0.4 gal/yd2/second
- 6. Accessibility: Comply with requirements of ASTM F1951

Manufacturer: Surface America, Inc. or approved equal.

PO Box 157, Williamsville, NY 14231; Telephone: (800) 999-0555, (716) 632-8413;

Poured in Place Safety Surface, including the following:

- 1. Poured In Place Primer:
  - a. Material: Urethane.
- 2. Poured in Place Basemat:
  - a. Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
  - b. Thickness: 3.5"
  - c. Formulation Components: Blend of strand and granular material.
- 3. Poured In Place Top Surface:
  - a. Material: Blend of recycled EPDM (ethylene propylene diene monomer) rubber and aliphatic urethane binder. Aliphatic urethane (Extreme-10). Installation of aliphatic binder shall carry a 10-year warranty.
  - b. Thickness: Nominal 0.5"
  - c. Color: To be determined by the VILLAGE prior to purchase and installation. For bidding purposes, the CONTRACTOR shall assume the PIP safety surface is 100% color.
  - d. Dry Static Coefficient of Friction (ASTM D2047): 1.0
  - e. Wet Static Coefficient of Friction (ASTM D2047): 0.9
  - f. Dry Skid Resistance (ASTM E303): 89
  - g. Wet Skid Resistance (ASTM E303): 57
- 4. Required mix proportions by weight:
  - a. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
  - b. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

#### **References:**

- 1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
- 2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- 3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- 4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
- 5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- 6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- 7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

#### **Submittals:**

Submit manufacturer's verification samples of 9" x 9" (229 x 229 mm) minimum, illustrating color choices. Submit manufacturer's product data and installation instructions. Submit certificate of qualifications of the playground surfacing installer. Submit warranty documents at time of project close-out.

#### **Qualifications:**

Utilize an installer approved and trained by the manufacturer of the PIP safety surface, having experience with other projects of the scope and scale of the work described in the plans. International Play Equipment Manufacturers Association (IPEMA) certified.

#### **Project / Site Conditions:**

Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1-degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

#### **Installation:**

Comply with the instructions and recommendations of the PIP safety surface manufacturer. Substrate preparation must be in accordance with surfacing manufacturer's specification.

Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

Do not proceed with PIP safety surface installation until all applicable site work, including substrate preparation, fencing, fitness equipment installation and other relevant work, has been completed.

#### Basemat Installation:

- 1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m3) to the specified thickness.
- 2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
- 3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.

Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

#### <u>Top Surface Installation:</u>

- 1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m3) to a nominal thickness of 1/2" (12.7 mm).
- 2. Allow top surface to cure for a minimum of 48 hours.
- 3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
- 4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

#### **Protection:**

Protect the installed playground surface from damage resulting from subsequent construction activity or vandalism on the site until the surface has been sufficiently cured.

Method of Measurement and Basis of Payment: This work will be measured for payment in place and paid for at the contract unit price per SQUARE FOOT for POURED IN PLACE SAFETY SURFACE which price shall include the poured in place safety surface system as described herein, compacted 8" aggregate base course CA-7 and CA-6 capping stone, and all labor, equipment, and material necessary to complete the work as specified herein.

#### STORM SEWER, PVC

**Description:** This work consists of constructing storm sewer of the specified diameter at the locations shown on the plans, meeting the material and installation requirements of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions Section 550 of the Standard Specifications.

**Materials Requirements:** The storm sewer shall be C900 PVC pipe and shall meet the requirements of Section 40 and 41-2.01 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", (DIV. V/STANDARD DRAWINGS) in the "Standard Specifications for Water and Sewer Main Construction in Illinois".

**Method of Measurement and Basis of Payment:** This work will be measured and paid for in accordance with section 550 of the Standard Specifications, except the pay item shall be STORM SEWER, CLASS B (PVC), TYPE 1 of the diameter specified, and shall include all materials, labor, and equipment.

#### TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the latest edition of "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", the applicable sections of the "Standard Specifications for Traffic Control Items", and these Special Provisions.

At the Pre-Construction Meeting, the CONTRACTOR shall furnish the name and 24-hour phone number of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for the project.

Special attention is called to Article 107.09 and 107.14 of the STANDARD SPECIFICATIONS and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control.

HIGHWAY STDS: 701001-02, 701006-05, 701801-06, 701901-08, BLR 17-4, BLR 18-6

**DETAILS:** 

None

SPECIAL PROVISIONS:

None

The CONTRACTOR shall obtain, erect, maintain, and remove all signs, barricades, flaggers, and other traffic control devices as may be necessary for the purposes of regulating, warning, or guiding traffic.

As a minimum, a Type I barricade with a flashing light is required at each end of each location where sidewalk is being installed.

Once the curb has been removed, a minimum of two Type I barricades with flashing lights are required, with a maximum spacing of 20'.

Where driveways are being replaced, a single Type I barricade with a flashing light is required to be placed in the center of the driveway. This is in addition to the barricades required for any curb being replaced. All driveway closures shall not exceed a total of 12 working days. Closure can occur only after the affected residents or businesses have been given a minimum of 24 hours written notice from the CONTRACTOR. Driveway closures shall be allowed only on the side of street in which work is being performed. If the CONTRACTOR fails to restore all access to driveways within the time limits specified above, the ENGINEER will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the CONTRACTOR and end with the Resident ENGINEER'S acceptance of driveway access. For this project, the daily deduction will be one thousand dollars per day per driveway. In addition, if the CONTRACTOR fails to respond, the ENGINEER may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the CONTRACTOR. This corrective action will in no way relieve the CONTRACTOR of his/her contractual requirements or responsibilities.

CBBEL Project No. 0023.00112 Page 30

Prior to the start of work the CONTRACTOR shall have a sufficient number of barricades, signs, and flaggers at the job site for the scheduled work. Barricades shall remain in place, as directed by the ENGINEER, until after the front filling and backfilling operations are complete. Traffic control devices shall not be moved from one location to another without prior notice and approval from the ENGINEER. If satisfactory traffic control as determined by the ENGINEER is not in place, the ENGINEER shall order work to be halted.

All temporary pavement markings required to implement a safe work zone shall conform to Section 703 of the STANDARD SPECIFICATIONS. Temporary pavement markings shall be included in the unit price of this pay item and will not be paid for separately.

TRAFFIC CONTROL AND PROTECTION shall also include furnishing, installing and subsequently removing and disposing aggregate material for items such as stabilizing sewer trenches and for providing temporary access ramps for driveways.

Due to the temporary nature of this item, the CONTRACTOR will be allowed to use Porous Granular Embankment, Crushed Recycled Concrete, Reclaimed Asphalt Pavement, or crushed stone or gravel following the specification for CA-6 in Section 1004 of the Highway Standards.

The material furnished shall be placed to a minimum thickness of 4" and compacted sufficient to support vehicular traffic without rutting, raveling or pushing and shoving. Material shall be placed in driveways so that vehicles do not scrape or "bottom out".

After the temporary driveways have served their purpose, the suitable aggregate shall be removed and, at the direction and approval of the ENGINEER, utilized for other purposes, such as for other driveway aprons.

Method of Measurement and Basis of Payment: This work will be paid for at the contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION which price shall include but not be limited to furnishing, placing, maintaining, and removing all traffic control devices, including all signs, temporary access ramps, barricades, cones, flaggers, arrow boards, and incidentals required to implement safe traffic control as specified herein and as directed by the ENGINEER.

#### **VINYL PRIVACY FENCE**

**Description:** This work shall consist of providing and installing a white vinyl privacy fence. Rails are to be 1 <sup>3</sup>/<sub>4</sub>" x 7", posts are to be 5" x 5", boards are to be 6" Glidelock boards, panels are to be 8' wide, and the overall height of the fence is to be 8'. The 5" x 5" posts shall be set true to line and grade in concrete bases. All posts shall be sound and free from all decay, splits, multiple cracks, or any other defect which would weaken the posts or otherwise cause them to be structurally unsuitable for the purpose intended. All excess soil material excavated from post holes shall be removed from the site. The grade around the posts shall be restored once setting is complete.

Manufacturer: Peerless Fence Group, or approved equal.

Method of Measurement and Basis of Payment: This work shall be paid for at the Contract unit price per FOOT for VINYL PRIVACY FENCE, 8' HEIGHT. Unit prices shall include all labor, material, and equipment necessary for excavation, foundation, and installation of the fencing and all incidental work herein specified.

### **BID PROPOSAL**

I/We hereby agree to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the **Community Center Playground Improvements Project** in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

SP	ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST

SP	ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	D.D.D.D.	DD ODOGAL FOR MANAGES	DE D CO			
	BIDDER'S  * See Specia	PROPOSAL FOR MAKING ENTI	RE IMPROV	EMENT		

<sup>\*</sup> See Special Provision

\*\* See Detail in Plans (FIGURES)

BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENT	
(WORDS)	_

# VILLAGE OF FOREST PARK CONTRACT DOCUMENTS BID PROPOSAL (CONTINUED)

Signed on this day of _	, 2023.
If an individual or partnership	o, all individual names of each partner shall be signed:
By:	
Print Name:	
Position/Title:	
By:	
Print Name:	
Position/Title:	
Company Name:	
Address line 1:	
Address line 2:	
Telephone:	
If a corporation, an officer of	duly authorized should sign and attach corporate seal
PLACE CORPORATE SEA	AL HERE
Ву	:
Print Name	:
Position/Title	:
Company Name	:
Address line 1	:
Telephone	:

The VILLAGE is exempt from sales or federal tax; therefore, do not include in bid price.

## **BIDDER'S CERTIFICATION FORM (BID PROPOSAL)**

(Name of Bidder), having submitted a bid on a contract for <b>Community Center Playground Improvements Project,</b> to the VILLAGE, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.					
By:Authorized Agent of BIDDER					
Subscribed and sworn to before me this	day of	, 2023.			
Notary Public					
The VILLAGE reserves the right to reject any	or all bids, to waiv	e technicalities in bidding.			
BIDDER'S CERTIFICATION FO	ORM (MATERIAI	_ PROCUREMENT)			
the Community Center Playground Improvement said BIDDER has contacted all necessar and has confirmed that materials are availated completion date listed in the bid documents: In the VILLAGE all material procurement delays	rements Project to ry subcontractors, in the upon request to May 1, 2023. Below	material suppliers, vendors, etc. to complete said project by the w, the BIDDER shall disclose to			
Subcontractor/Material Supplier/Vendor	Material	Projected Lead Time			
By:					

<b>CBBEL</b>	Project No.	0023.001	12
Page 36	3		

#### Authorized Agent of BIDDER

Subscribed and sworn to before me this	day of	, 2023.
Notary Public	-	

The VILLAGE reserves the right to reject any or all bids, and to waive technicalities in bidding. The VILLAGE reserves the right to reject the bid of any BIDDER who fails to complete this form. The VILLAGE reserves the right to terminate the contract at any time if the awarded BIDDER cannot complete the project by the completion date listed in the bid documents.

## **BIDDER'S CERTIFICATION OF PRIOR PUBLIC WORKS PROJECTS**

, being duly sworn and under oath states as follows:
I am the duly authorized agent of("Bidder") and am authorized to execute this certification on behalf of the Bidder.
In the five (5) year period immediately preceding the date of this certificate, the Bidder served as a general CONTRACTOR or subcontractor for the State of Illinois ("state") or any county, township, municipality or other political subdivision of the State as listed on Exhibit "A".
For the ten (10) year period immediately preceding the date of this certificate, listed on Exhibit "B" are all projects or work where the Bidder was removed as a general CONTRACTOR or subcontractor, or was subject to the payment of damages, or was involved in any litigation as a party, or had a claim made against any bond posted by the Bidder.
I. The Bidder agrees that any misrepresentation in this certification shall be deemed to be a material breach of the Contract.
Affiant sayeth further naught.
By:ts authorized agent
Subscribed and Sworn to before ne thisday of, 2023.

## **EXHIBIT "A"**

DATE	PROJECT	UNIT OF GOVERNMENT	CONTACT PERSON	PHONE NUMBER

T '1' 1	C
Initial:	OI

## **EXHIBIT "B"**

DATE	PROJECT	UNIT OF GOVERNMENT	CONTACT PERSON	PHONE NUMBER
nitial:	I	I	of	<u> </u>
_				
Notary Pu	blic			

## Village of Forest Park - Community Center Playground Improvements Project

Engineer's Opinion of Probable Cost

Design Firm Name: Christopher B. Burke Engineering

Design Firm Project #: 0023.BG112

SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT OF MEASURE	UNIT PRICE	TOTAL QUANTITY	TOTAL COST
	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	\$35.00	50	\$
	20101200	TREE ROOT PRUNING	EACH	\$100.00	20	\$
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	\$100.00	90	
	35101800	AGGREGATE BASE COURSE, TYPE B, 6"	SQ YD	\$100.00	10	\$
	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	\$250.00	10	\$
	44000300	CURB REMOVAL	FOOT	\$50.00	10	\$
	60600605	CONCRETE CURB, TYPE B	FOOT	\$50.00	210	
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	\$100.00	90	
	66900530	SOIL DISPOSAL ANALYSIS	EACH	\$2,000.00	1	
	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	\$2,500.00	1	
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	\$5,000.00	1	
*	N/A	CHAIN LINK FENCE REMOVAL	FOOT	\$10.00	100	
*	N/A	EXISTING PLAYGROUND EQUIPMENT REMOVAL	L SUM	\$5,000.00	1	
*	N/A	PERFORATED UNDERDRAIN, 4"	FOOT	\$50.00	130	
*	N/A	PLAYGROUND EQUIPMENT INSTALLATION	L SUM	\$40,000.00	1	
*	N/A	POURED IN PLACE SAFETY SURFACE	SQ FT	\$45.00	2250	
*	N/A	STORM SEWER, CLASS B (PVC), TYPE 1, 8"	FOOT	\$90.00	60	
*	N/A	TRAFFIC CONTROL AND PROTECTION	L SUM	\$2,500.00	1	
*	N/A	VINYL PRIVACY FENCE, 8' HEIGHT	FOOT	\$100.00	100	

TOTAL CONSTRUCTION COST=

#### **AGENDA MEMO**

Village Council Meeting

Forest Park, Illinois

March 27, 2023

#### **Issue Statement**

Request for Village Council action related to the approval of a maintenance contract between McAdam Landscaping and the Village of Forest Park to maintain all plant beds, berms and islands throughout the Village of Forest Park. Scope of services will consist of spring clean-up & prep, monthly maintenance in the summer, trimming & pruning of shrubs and fall clean-up.

#### Background

As more plant beds were being added throughout town in conjunction with street resurfacing and water main improvement projects, the number quickly climbed to a point where Public Works is unable to keep up with the required maintenance of these beds. A previous contract between McAdam Landscaping and the Village of Forest Park called for the maintenance of all plant beds, berms and islands in the Village. During COVID, the Village looked at different areas to cut costs. Flower plantings went from four times a year to one and all maintenance of the plant beds and islands was halted from as a cost cutting measure. The last few summers have been very challenging in keeping up with the maintenance of these beds and trying to provide the same quality of public services to the residents of Forest Park. There are 135 different plant/flower/shrub bed locations where continual maintenance is required. Weed maintenance alone takes up countless hours for two to four Public Works employees (there are 14 full-time Public Works employees on staff). Spring, summer and fall months are very busy for the Public Works Department. In summary, Public Works is tasked with:

- Preparation and breakdown of community events (Juneteenth, Pride, Mexican Pride, October Fest, Ribfest, Groov'n In the Grove, Rib Fest, etc.);
- Mowing of various public properties and right of ways throughout the Village;
- Curb and roadway painting:
- Street sign replacement;
- Pot hole and pavement patching;
- Tree trimming and removal;
- Trash collection for 120+ receptacles & litter removal; and
- Street sweeping (Just to name a few).

In 2023, Public Works is planning to utilize its new vac/jet truck in efforts to clean out catch basins and main sewer lines. This work began in 2021 and will continue on a greater scale in 2023 (in light of said new vac/jet truck) as such facilities play critical roles during rain events. Keeping these facilities free and clear of debris and other obstructions minimize the chance that residents will encounter sewer back-ups in their basements. With the addition of a commercial grade jetting system connected to this equipment, it will give the Village the advantage of also being able to clean and maintain its main sewer lines. These efforts, which the Village used to contact out at a sum of \$800+ per hour, will now become routine maintenance for two Public Works employees. On a side note, Public Works is looking to perform maintenance on all the catch basins and main lines in one zone of town per year, going off the Zone Map as a reference. In light of this, the Department's new truck will be out almost daily to perform this task.

The total cost of the McAdam contract is \$21,856.00. Taking into consideration that the two berms on Des Plaines Avenue are already maintained by McAdam Landscaping and 1/3 of the plant beds fall with TIF areas, this contract would only burden the General Fund about \$10,000.00 per year – a sum that does not include the cost savings that used to be paid to a private contractor to utilize their equipment for our sewer cleaning needs (as this work will now be done in-house). Just one new employee in the Public Works Department would cost the Village close to \$70,000.00 + per year after benefits. For just 14% of that cost, this services contract will take a huge burden off the Public Works Department so they can perform important other daily tasks, especially those that impact our residents, business owners and guests on a frequent basis.

#### Attachments

- Proposal from McAdam Landscaping

#### ORDINANCE NO. O- -23

# AN ORDINANCE WAIVING BID AND AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR LANDSCAPING MAINTENANCE, INC. BY AND BETWEEN McADAMS LANDSCAPING AND THE VILLAGE OF FOREST PARK

WHEREAS, pursuant to Section 1-8A-7 of the Village Code of the Village of Forest Park, the corporate authorities of the Village of Forest Park (the "Village") may, by four-fifths vote of all Council members then holding office, waive the competitive bidding requirements of Section 1-8A-7 of the Village Code; and

WHEREAS, the Village requires seasonal landscape maintenance for various Villageowned landscape beds, islands and other properties; and

WHEREAS, McAdams Landscaping, Inc. ("McAdams") has provided and currently provides landscaping maintenance services to the Village and proposes to provide such services to the Village ("Landscape Services"); and

WHEREAS, the corporate authorities of the Village believe that, due to its experience, skill set and existing satisfactory relationship with the Village, McAdams is uniquely qualified to provide such additional cost effective Landscape Services to the Village; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from McAdams regarding the Landscape Services, for the 2023 season, commencing April 1, 2023, in the total amount of Twenty-One Thousand Eight Hundred Fifty-Six and 00/100 Dollars (\$21,856.00).

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

The foregoing recital clauses to this Ordinance are adopted by the Section 1. corporate authorities as their findings of fact and are incorporated herein by specific reference. The corporate authorities of the Village hereby waive the requirement of Section 2. Section 1-8A-7 of the Village Code, and hereby accept the Landscaping Services proposal from McAdams, a copy of which is attached hereto as Exhibit A (the "Agreement"), subject to execution by McAdams and receipt by the Village of the certifications attached hereto as Exhibit B and made a part hereof. The Village Administrator is hereby authorized and directed to execute the Section 3. Agreement on behalf of the Village. The officials, officers and employees of the Village are hereby authorized Section 4. to take such further actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Proposal. This Ordinance shall be in full force and effect upon its adoption. Section 5. ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 27th day of March, 2023. AYES: \_\_\_\_ NAYS: ABSENT: APPROVED: Rory E. Hoskins, Mayor ATTESTED:

Vanessa Moritz, Village Clerk

## EXHIBIT A

McAdams Landscaping, Inc. Landscaping Services Proposal



Village of Forest Park 517 DesPlaines Ave. Forest Park, IL 60130

March 15, 2023 **Bed Maintenance** 

P: 708-771-2299 F:708-771-4553 31212 Bed Mainten

This proposal by and between Village of Forest Park and McAdam Landscaping, Inc., 2001 Des Plaines Avenue, Forest Park, IL 60130 for the following listed landscape services to be performed at Parking lot east side of Des Plaines Ave across from Village Hall, Sidewalk bed at Village Hall, beds at the following intersections: Brown St. and Franklin, Circle and Franklin, Marengo and Franklin, Elgin and Franklin, Washington and Elgin, Washington & Marengo, Jackson Ave and Hannah, Jackson and Thomas, Jackson and Beloit, Jackson and Ferdinand, Troost and Harvard Teardrop, Harvard and Ferdinand, Harvard and Beloit (with 3 tree rings and small park area exclusive of turf) Harvard and Thomas, Circle and Harvard, and Elgin and Harvard Teardrop, Todd and Holland, and Beloit lot #1, DesPlaines Ave. berm adjacent Community Center and the berm on the east side of DesPlaines between the overpasses, four center islands in Roosevelt Road between Harlem and Des Plaines, and beds at Harlem and Roosevelt, Elgin and Roosevelt, Marengo and Roosevelt, Hannah and Roosevelt, Thomas and Roosevelt, Beloit and Roosevelt, Ferdinand and Roosevelt, Lathrop and Roosevelt, Dunlop and Roosevelt and Troost and Roosevelt, is entered into subject to the following:

#### SCOPE OF WORK

This proposal provides for the maintenance and care of all village owned beds and islands, but specifically excludes, paved areas, lights, fences and native trees unless authorized. This landscape maintenance program is designed to promote healthy growth and is defined in the following. It should be understood that unforeseen and unpredictable occurrences such as storm damage and insect and disease problems do occur and they must be responded to. It is because of their unpredictable nature that we have omitted them from this proposal and would respond upon written authorization on a separate basis. This program does not include turf care.

#### PERIOD OF COVERAGE

This proposal shall provide landscape maintenance services, April through November for the 2023 season. Service begins early April with a thorough spring clean-up and continues through the end of November finishing with a season ending fall clean up.

#### SERVICES TO BE PERFORMED:

- 1) SPRING CLEAN-UP includes removal and disposal of debris accumulated during the winter, cutting back of any remaining perennials or ornamental grasses, cultivating of unmulched areas, edging of all planting beds, fertilizing all shrubs and perennials with an appropriate time release fertilizer and a pre-emergent weed control application. All noted areas.
- 2) BED WORK hand weeding, cultivating as necessary, edging and any stone areas or mulch areas that are a part of the landscape shall be kept free of weeds. Perennial and annual flowers will be deadheaded and pinched as necessary and any other activities as required to maintain an appealing and healthy landscape will be performed from May through October for total of six (6) visits.
- 3) PRUNING AND TRIMMING Shrubs will be trimmed two (2) times and dead or damaged branches will be removed. Trees up to fifteen-feet will be trimmed once to remove deadwood, broken branches and to provide clearances of buildings and walkways. Pruning will be done to develop the natural form of the plant. All pruning will be done in accordance with accepted horticultural practices.
- 4) FALL CLEAN UP includes removal and disposal of leaves from all planting beds and hardscape areas. Perennials will be cut down to ground level with the exception of ornamental grasses, which will be cut down during the spring clean-up. (November)

#### **GENERAL CONDITIONS**

- 1) Trained and supervised personnel and appropriate equipment shall be provided by McAdam Landscaping to fulfill this agreement in a professional and timely manner in accordance with industry accepted horticultural practices.
- 2) Inspection of the landscape shall be made throughout the season, needs or problems noted and discussed with the client and recommendations for appropriate actions will be made as necessary.
- 3) Certificates of insurance will be provided upon request.
- 4) Watering is the responsibility of the client unless otherwise specified.
- 5) Hardwood mulch installation, restoration pruning and/or installation of seasonal flowers can be provided upon written, signed authorization at an additional charge.

FORCE MAJEURE. If the critical path activities of our work or services are delayed, through no fault of McAdam Landscaping, Inc., or its Subcontractors or Sub-subcontractors, by a Force Majeure Event, then the completion date and/or fees set forth herein shall be equitably adjusted by a change order to reflect the impact of the Force Majeure Event on the critical path activities of the work or services. "Force Majeure Event" means an act of God, fire, tornado, hurricane, flood, earthquake, pandemic (including, but not limited to COVID-19), explosion, war on American soil, act of terrorism on the project, civil disturbance or unrest, labor strikes away from the project site, and other unavoidable casualties.

#### **COMPENSATION**

It is agreed and accepted that McAdam Landscaping, Inc. is to be compensated per the terms and schedule outlined below. Monthly invoices of one eighth (1/8) the total annual contract does not necessarily represent the portion of landscape services rendered for any particular month. Payment is appreciated within thirty (30) days from receipt of the invoice. A service charge of one and one half percent (1.5%) per month may be added to all past due balances. This is an annual rate of eighteen percent (18%).

#### ONE YEAR AGREEMENT

Services for the 2023 season will be provided for the sum of \$21,856.00, payable in eight(8) equal installments of \$2,732.00 beginning April 1, 2023 and monthly thereafter.

ACCEPTED AND AGREED	ACCEPTED AND AGREED
By:	By: McAdam/Landscaping, Inc.
Title:	Title: Vice President
Email:	Name: Rob McAdam
Date	Date3/15/2023

#### **EXHIBIT B**

McAdams Landscaping Certifications

### McADAMS LANDSCAPING, INC. CONTRACTOR CERTIFICATION FORM

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

-	minate	the con	ntract if it is later determined that the Contractor rendered a false of
I,			, hereby certify that I am the of
McADAMS OF FOREST	LANDS PARK ers hold	SCAPIN , a mun ing mo	NG, INC., and as such, hereby represent and warrant to the VILLAGI nicipal corporation, (hereinafter the "Village") that the Contractor and the than five percent (5%) of the outstanding shares of the corporation
			quent in the payment of taxes to the Illinois Department of Revenue is ce with 65 ILCS 5/11-42.1-1;
	(b	id riggi	ed from contracting as a result of a violation of either Section 33E-ing) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCs and 5/33E-4);
		ot in def ILCS 3	fault, as defined in 5 ILCS 385/2, on an educational loan, as defined in 85/1.
In add	dition, tl	ne Cont	tractor hereby represents and warrants to the Village, that:
(A)			or, pursuant to 30 ILCS 580/1 <i>et seq</i> . ("Drug-Free Workplace Act") a drug-free workplace by:
	(1)	Publis	shing a statement:
		a.	Notifying employees that the unlawful manufacture, distribution dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

- violations of such prohibition;
- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
  - i. Abide by the terms of the statement;
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

Specifying the actions that will be taken against employees for

b.

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

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 et seq.), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.
- (H) the Contractor shall comply with any and all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130 *et seq*.

•		•	or or term or condition in the vithin seven (7) days.	is contract changes,
Dated:	, 2023	Contractor:	McADAMS LANDSCA	PING, INC.
		By:		
			(Name of Owner or Officer	(Title or Office)
STATE OF	)	· S.		
COUNTY OF _	)			
			or the State and County afor wn to me to be the	
of McADAMS I	Name of Owner or of CANDSCAPING Sworn on oath, a	<i>Officer)</i> G, INC., appeared	before me this day in person he executed the foregoing of	tle or Office) n and,
Dated:	, 2023			
			Notary Pu	blic

### Forest Park Police Department

Field Services

Memorandum

TO:

Mayor Hoskins; Moses Amedei

FROM:

**Chief Ken Gross** 

DATE:

21Mar22

SUBJECT: Probationary Police Officer

The resignation of Ofc. M. Salgado #273 has created a need for the police department to hire a probationary police officer.

I am respectfully asking that the Village Council direct the Forest Park Board of Fire and Police Commissioners to offer employment to the next, eligible probationary police officer.

J. Kallis

#### ENGAGEMENT AGREEMENT

	The Date of the first A series of the first	7 011
_	This contract made for services of entertainment, this 9 day of May (herein referred to as "Artist") 500000 of Forest Park (herein referred to as "Purchaser"). Purchaser hereby enga	10 Band (the "Musicians") and The Village
58	said engagement with the Musicians and to be bound by all terms and cor	nditions set forth herein:
1.	1. Place of engagement: Altenheim (also known as The Forest Park Grove	e), 7820 Madison Street Forest Park, IL
2.	2. Date . JUNE 20, 2023	
3.	3. Times: 7PM-10PM	
4.	4. Wage: \$ 995— -All payments shall be paid by check payable	7 //i.S, upon completion of engagement
5.	5. Sound & Lights provided by: BAND	
6.	6. Load in: TBD Sound check: TBD	
7.	7. Special Provision and additional requirements: Cold bottled water, ice,	, Beer, Soda
8.	8. Artist is not an employee of Purchaser, and Artist executes this contract	ct as an independent contractor.
9.	9. Artist shall at all times indemnify, defend and hold harmless Purchaser employees, agents, and assigns against all losses, claims, liabilities, cos reasonable attorney's fees) incurred by reason of damage to any proper death) to any person occurring in, on, or about the premises provided the Production as contemplated by this Agreement, to the extent that arise from the acts or omissions of the Artist, the Musicians, or any of agents, subcontractors, and assigns.	sts, and expenses (including court costs and erty or any injury (including but not limited to by Purchaser to the Artist for production of such injury or damage shall be caused by or
10	10. Notwithstanding any other provision of this Agreement, neither Party failure to perform or for delays in performing its obligations under this or causes beyond its reasonable control including, without limitation, f disputes, war or violence, order or requirement of any government agreement.	s Agreement which result from circumstances fire or casualty, acts of God, strikes or labor
WE	WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE TH	IE TERMS AND CONDITIONS SET FORTH HEREIN.
Ho 764 For	The Village of Forest Park Howard Mohr Community Center 7640 Jackson Blvd. Forest Park, IL 60130 708-771-7737	7/
Х_	XDate	Date 3/10/23

Oliff Ward

### **ENGAGEMENT AGREEMENT**

1. Place of engagement: Altenheim (also known as The Forest Park Grove), 7820 Madison Street Forest Park, IL  2. Date - 1015 May - 1010 18, 2023  3. Times: 7PM - 1010 19  4. Wage: \$1000 22  - All payments shall be paid by check payable	of F	(herein referred to as "Artisti Lakes hereby engages Artist, and Artist hereby agrees to perform dengagement with the Musicians and to be bound by all terms and conditions set forth herein:
<ol> <li>Times: 7P/N - IOPN</li> <li>Wage: \$ 1000 ftAll payments shall be paid by check payable</li></ol>	1.	Place of engagement: Altenheim (also known as The Forest Park Grove), 7820 Madison Street Forest Park, IL
<ol> <li>Times: 7P/N - IOPN</li> <li>Wage: \$ 1000 ftAll payments shall be paid by check payable</li></ol>	2.	Date - TULSday - July 18,2023
4. Wage: \$ 1000 ** All payments shall be paid by check payable	3.	Times: 7PM-10PM
<ol> <li>Load in: TBD Sound check: TBD</li> <li>Special Provision and additional requirements: Cold bottled water, ice, Beer, Soda</li> <li>Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.</li> <li>Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.</li> <li>Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.</li> <li>WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.</li> <li>Band - La La Jale Russial</li> <li>Print Name Cliff Ward</li> <li>Print Name Cliff Ward</li> </ol>	4,	Wage: \$ 1000 es -All payments shall be paid by check payable Cliff Ward upon completion of engagement
<ol> <li>Special Provision and additional requirements: Cold bottled water, ice, Beer, Soda</li> <li>Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.</li> <li>Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.</li> <li>Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.</li> <li>WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.</li> <li>Band — Lake Scholl Reprint Name Cliff Ward</li> <li>Print Name Cliff Ward</li> <li>Print Name Cliff Ward</li> </ol>	5.	Sound & Lights provided by: BAND
<ol> <li>Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.</li> <li>Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.</li> <li>Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.</li> <li>WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.</li> <li>The Village of Forest Park Howard Mohr Community Center 7640 Jackson Blvd.</li> <li>Forest Park, IL 60130 708-771-7737</li> </ol>	6.	Load in: TBD Sound check: TBD
<ol> <li>Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.</li> <li>Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.</li> <li>WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.</li> <li>The Village of Forest Park Howard Mohr Community Center</li> <li>7640 Jackson Blvd.</li> <li>Forest Park, IL 60130</li> <li>708-771-7737</li> </ol>	7.	Special Provision and additional requirements: Cold bottled water, ice, Beer, Soda
employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including but not limited to reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.  10. Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.  WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.  The Village of Forest Park Howard Mohr Community Center  7640 Jackson Blvd.  Forest Park, IL 60130  708-771-7737	8.	Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.
failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.  WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.  The Village of Forest Park Howard Mohr Community Center 7640 Jackson Blvd. Forest Park, IL 60130 708-771-7737		employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.
The Village of Forest Park Howard Mohr Community Center 7640 Jackson Blvd. Forest Park, IL 60130 708-771-7737  Band - Lake Side Revival Print Name Cliff Ward Print Name 3/14/2=	10.	failure to perform or for delays in performing its obligations under this Agreement which result from the cambanass or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor
The Village of Forest Park Howard Mohr Community Center 7640 Jackson Blvd. Forest Park, IL 60130 708-771-7737  Band - Lake Side Revival Print Name Cliff Ward Print Name 3/14/2=	WE	ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.
x	The Ho 764 For	e Village of Forest Park  ward Mohr Community Center  40 Jackson Blvd.  rest Park, IL 60130  Band - La Ke 5 idle Revived  Print Name Cliff Ward  Print Name
	Х_	

#### **ENGAGEMENT AGREEMENT**

downt March 2023 between
This contract made for services of entertainment, this day of
1. Place of engagement: Altenheim (also known as The Forest Park Grove), 7820 Madison Street Forest Park,  IL  A. D. L.
2. Date - August 15 (Tuesday) 3. Times: 7PM-10PM
4. Wage: \$ 1000  -All payments shall be paid by check payable
5. Sound & Lights provided by: BAND
6. Load in: TBD Sound check: TBD
7. Special Provision and additional requirements: Cold bottled water, ice, Beer, Soda
8. Artist is not an employee of Purchaser, and Artist executes this contract as an independent contractor.
9. Artist shall at all times indemnify, defend and hold harmless Purchaser and its respective officers, directors, employees, agents, and assigns against all losses, claims, liabilities, costs, and expenses (including court costs and reasonable attorney's fees) incurred by reason of damage to any property or any injury (including but not limited to death) to any person occurring in, on, or about the premises provided by Purchaser to the Artist for production of the Production as contemplated by this Agreement, to the extent that such injury or damage shall be caused by or arise from the acts or omissions of the Artist, the Musicians, or any of their respective officers, directors, employees, agents, subcontractors, and assigns.
10. Notwithstanding any other provision of this Agreement, neither Party shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement which result from circumstances or causes beyond its reasonable control including, without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.
WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.
The Village of Forest Park Howard Mohr Community Center 7640 Jackson Blvd. Forest Park, IL 60130 708-771-7737
Date X 10 Date 3-15-7



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

	APPLICATION	INFORMATION	
Type of Organization:	□ Business	□ Charitable	
□ Educational	□ Fraternal	□ Labor	-
Nonprofit	□ Religious	□ Veterans	
Name of Organization: Howard Moha Community Center  Address: 7640 fackson BIVD.  Applicant's Name: Waren Oylewsk.			
Email Address: Kohflewski	@ foresto	nok net Phone: (708 77/7737	
Length of time organization has bee	en in existence:	Hoys	-
Place and date of organization's cha	arter, if applicable:	3/15/25	
Place: Forest Park Crowle Date			-
			_
Items required (no later than 30 c	lays prior to the st	art of all raffle sales):	
□ Application Fee			- manual post of the same
Class A if aggregate prize	value does not exce	eed \$500.00 - <u>\$25.00</u>	-
<ul> <li>Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00</li> </ul>			
<ul> <li>Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00</li> </ul>			
• Class D if aggregate prize value is greater than \$50,000.00 - \$25.00			
□ Articles of Incorporation and/or Charter			
☐ Organization's Raffle Rules	i.		
□ Organization's IRS Letter o	f Determination (if	applicable)	
□ Fidelity Bond			

OFFICE	RINFORMATION
President/Chairnerson's Name:	
Address:	
Telephone #:	
Address:	
Telephone #:	Email:
Treasurer's Name:	
Address:	
Telephone #:	}
Deffle Managan's Name:	
•	
Telephone #:	Email:
тетернопе ж.	
RAFFL	E INFORMATION
□ Traditional × 50	/50 □ Progressive
Ticket Sales:  Date(s) of Raffle Ticket Sales (must not exceed 36	55 days): 4/20-7/8-8/15 to 1 Day lack Grove - 7820 madison
Area(s) where Raffle Tickets will be sold:	move - 7820 madison
Raffle Ticket Price:	
Maximum number of tickets to be sold:	
Drawing(s):  Date(s) and time(s) of raffle drawing: 6/20  Location of raffle drawing(s): Fo	- 7/18 - 8/15 - cost pack Orave
	7820 madison

	RAFFLE INFORMATION	
Monday:	For Progressive Raffles, state the day(s) of the week and when winning	g chances will be determined:
Tuesday:	Sunday:	
Wednesday:	Monday:	
Wednesday:	Tuesday:	
Friday:		
Friday:	Thursday:	the second secon
List of Prizes and Retail Cost(s):  Prize  Retail Cost  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		
Prize         Retail Cost           \$         \$           \$	Saturday:	
Prize         Retail Cost           \$         \$           \$		
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	List of Prizes and Retail Cost(s):	
	Prize	Retail Cost
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	То	

#### **BOND INFORMATION**

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

#### **AFFIDAVIT**

The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.

— Applicant	President/Chairman
Secretary	Raffle Manager
Subscribed and sworn to me this day of	
Notary Public	(SEAL)

BETSY ROSS ELEMENTARY SCHOOL

www.fpsd91.org/betsyross

February 28, 2023

Dear Mayor Hoskins,

I am writing on behalf of the PBIS team at Betsy Ross school. We are requesting to have the 1300 block of Marengo closed off for an end of the school year celebration for our students, staff and families. We are planning this for Wednesday, June 7th from 9:00am - 2:00pm. The reason for the street block request is to ensure our students can have ample space to run around and participate in outdoor activities in which our playgrounds don't allow. Our grade levels are currently not able to be on the playground at the same time due to space constraints.

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

Thank you for your consideration,

Peggy Perry

Betsy Ross Elementary School

VILLAGE OF



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

**INFORMATION:** Name of Entity Street Address: City, State, Zip Code: 4 Name of Owner: Di Ant 9 Person to Contact: Type of Use Requested (i.e., Construction, Location, Size, Street/Parking Lot, etc.): street dosure Schedule (Give dates and times, including set up and tear down):\_\_\_\_\_ 9:00-200 Proposed location (Include sketch of layout with measurements): Street General description of use as well as any special requests:

Use of the Public Way Application	Page 2
Anticipated needs of Village personnel, equipment and/or property:	
horses to block both corners	
of the 1300 block of Marengo	
INSURANCE:	
No later than ten (10) days prior to the event, the Applicant shall furnish to the Village, a certificate of instancing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000 combined single limit per occurrence and Two Million Dollars (\$2,000.000.00) general aggregate limit otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include Village, as additional insured as outlined below. Such insurance shall be maintained during the term of use.	00.00) its and
Such certificate shall include the following language: "The Village of Forest Park, its corporate authoritie officers, officials, boards, commissions, employees, attorneys, agents and representatives are made additions insured with respect to any and all claims which arise out of, or are in any way related to, the operations of (entity name) while present in the Village of Forest Park."	nal
The Applicant shall also attach proof that the appropriate workers compensation and employer's liability insurance have been provided for the employees of the requesting entity.	
Certificate attached(initials)	
(initials)	
INDEMNITY AGREEMENT:	
The Applicant shall sign a Non-Exclusive Permit and Indemnity Agreement with the Village of Forest Par holding the Village harmless of any claim that may arise from their use of designated public property, righ way, or equipment in conjunction with the permitted use.	k t-of-
SURETY BOND REQUIRED	
	of t's use
In addition to the foregoing requirements, the applicant shall, as a part of his application, deposit with the village clerk a surety bond in the amount of ten thousand dollars (\$10,000.00) as security for the payment any damage which may result to such public way, public park or public building by reason of the applicant of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period be returned to the applicant within ten (10) days after the expiration date.	
village clerk a surety bond in the amount of ten thousand dollars (\$10,000.00) as security for the payment any damage which may result to such public way, public park or public building by reason of the applicant of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period	

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

#### **CASH DEPOSIT:**

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

#### **FEES AND REMUNERATION:**

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

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

Village Clerk

ne Village of Forest Park, Cook County,	, Illinois.
Signature	
Tinisa Huff	<del> </del>
Print Name	11010
Principal	319/23
Title	Date
APPROVED:	

Date



Order #: 672242

CORPORATE OFFICE:
474 N. Lake Shore Drive
Ste. 3511
Chicago, IL 60611
312-222-9328 ext. 1
www.shorelinesightseeing.com

Please sign this contract and either email or fax it back to 312-268-6065. Your space is not held without a signed contract.

Please read all contract policies.

Please e-mail with any necessary changes on this contract to: groups@shorelinesightseeing.com

#### Bill To:

Howard Mohr Community Center Brenda Powers 7640 Jackson Blvd FOREST PARK IL, 60130 Phone:708-771-7737

Fax:

e-mail:bpowers@forestpark.net

Quantity	PLU	Description	Price	Extended
25	SLS10100146	Group Architecture Adult Navy Pier Office Architecture River Tour Navy Pier 06/28/23 1:30 PM	36.96	924.00
		9% Amusement Tax 10.25% Beverage Tax ( If Applicable)	Tax	83.25
			Total	1,007.25
			Payments	0.00
		Balance Due Date: 06/21/2023	Balance Due	1,007.25

#### PAYMENT INFORMATION:

If payment is not received by the date indicated above, Shoreline reserves the right to release your space without notice.

Advance payment is required for all groups.

Additional guests may be paid for on site for the contracted rate. Unused tickets are non-refundable

Minimum guest counts are due three (3) business days (Monday to Friday) prior to your trip. The ticket quantity on this contract will be considered your minimum if you fail to provide a different guest count prior to your balance due date. This is the number of guests for which you will be responsible for paying.

On-Site contact info

#### SHORELINE GROUP CONTRACT POLICIES/INFO

Please arrive at least 15 minutes prior to your departure time and have ONE person check in at the ticket booth to obtain your group ticket (groups do not receive individual tickets)

If your group arrives with LESS people than you paid for, you must let the ticket agent know at check in. No refunds are given. You will be sent a credit statement for use on a future GROUP reservation.

<u>CANCELLATION POLICY</u>: Notice of cancellation must be given three (3) business days (Monday to Friday) prior to your contracted departure date to receive a refund. If your group cancels after that date, you will receive a credit toward another Shoreline GROUP reservation.

FOUL WEATHER: All tours are weather-dependent. In the event of foul weather, the Captain will decide, with full discretion, whether or not to sail. If the cruise is cancelled by Shoreline for any reason, you will receive a full refund.

Name	Mobile Phone #
By signing below I acknowledge that I hav	ve read and understand all contract policies.
PLEASE READ THE FAQ PAGE I	FOR FURTHER INFORMATION PERTINENT TO GROUP RESERVATIONS.
	3/12/2023
Constant Cities (almost admin)	D-1

rayment information.	
Order #: 672242	2 12224 - 12 O
Group Name: Howard Mohr Community Center	
Customer Name: Brenda Powers	CONTRACTOR OF THE PARTY NAMED IN
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Contact Name and phone number for accounting department	
Expected date of naument arrival	

Federal Tax ID Number: 36-1770999 Complete W-9 Form Available upon request

#### Frequently Asked Questions

#### What if it rains?

Typically, we sail rain or shine. If the captain deems it unsafe, the tour may be canceled. If the cruise is cancelled, you can either reschedule or request for a full refund to be issued. Otherwise, please advise all guests to dress for an outdoor activity.

#### Is the boat covered?

Shoreline uses two different types of boats single level barge boats and double decker boats. The single level barge boat does not provide any cover and is commonly used for the Architecture River Tour. The double decker boats provide cover overhead only on the lower level, but the windows are still open. We cannot guarantee which type of boat your tour will be on as it depends on logistics. However, all our boats are open air, which means they are not temperature controlled, so please prepare for an outdoor activity.

#### Are there life jackets on board?

The US Coast Guard requires that there be life jackets for every passenger. However, they are only passed out in an emergency.

#### Is the boat handicapped accessible?

Please check with your Group Sales Representative on handicap accessibility.

#### How many people fit on the boat?

Depending on the vessel, anywhere from 150 to 250 people will fit on the boat.

#### Where do we board the boat?

Please visit our website at www.shorelinesightseeing.com to view maps of our docks.

#### Where do we pick up the tickets?

One person from your group must check in at the ticket booth and obtain a boarding pass for your entire group using the Order Number on the contract. Individual tickets are never issued to groups.

#### Can our group sit together?

Seating is first come, first served. Sections of seats are never reserved for groups. We cannot guarantee that your group will all be seated together.

#### Is there food/drinks on board?

There is a cash bar on board most of our vessels open from May to September. Food is not served onboard.

#### **PAYMENT QUESTIONS**

#### When is payment due?

Please check your contract for your exact due date. Credit card payments can be taken over the phone, or the authorization form must be filled out and signed.

#### Can I pay on site?

All payments are due by the due date stated on the first page of your contract.

#### What if I have less people the day of the trip?

Refunds are not given for unused tickets. A credit will be applied to the contact information for the group and can be used toward a future GROUP booking.

#### What if I have more people the day of the tour?

Additional tickets may be purchased at the contracted rate on site. However, those seats are based on availability.



helping children thrive and families flourish since 1897

March 15, 2023

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.

We appreciate your continued assistance in allowing us to advertise the Kids Resale Event to the Forest Park community. Many attendees from the Fall sale commented on learning of the event from this signage! 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 a couple weeks of April 2023, if possible. 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.



VIP SALE: \$10 ENTRY Friday, April 14 6:30 - 9:30 PM

### KIDS RESALE EVENT

REGULAR SALE: FREE ENTRY Saturday, April 15 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,

Barbara Krause Database Manager

Direct Line: (708) 649-7160

CC: Sal Stella, Public Works Director



### TOYS, SPRING/SUMER KIDS & MATERNITY CLOTHES









VOLUNTEER | DONATE | CONSIGN | SHOP

# KIDS RESALE EVENT

<u> APRIL 13 - 15, 2023</u>

St. John Lutheran Church 305 Circle Ave., | Forest Park



# MATERNITY/ INFANT SALE

(free entry)
Thursday
April 13
7:30 – 8:30 pm

### VIP SALE

(\$10 entry fee)

Friday April 14 6:30 – 9:30 pm

## REGULAR SALE

(free entry)
Saturday
April 15
8:30 – 10:30 am

### HALF-PRICE SALE

(free entry)
Saturday
April 15
11:00 – 12:00 pm

Email: hephzibahkidsresale@gmail.com Instagram: @hephzibahkidsresale

FB group: Hephzibah Kids Resale Event

MORE INFO AT WWW.HEPHZIBAHHOME.ORG

#### **AGENDA MEMO**

Village Council Meeting
Forest Park, Illinois
March 27, 2023

#### **Issue Statement**

Request for Village Council Policy Direction: Increasing Local (Village) Funding Amount for Illinois Transportation Enhancement Program Grant (ITEP) Project in an amount of \$3,814.00.

#### **Background**

Pursuant to action taken by the Village Council at their February 13, 2023 meeting (see links below), the Illinois Department of Transportation (IDOT) commenced the bid process for the subject project.

The engineer's estimate for the improvements amounted to \$101,250. After the bids were opened, the low bid came in at \$139,900.00 from Vixen Construction, Inc. out of Bridgeview, IL.

Since this project is an IDOT-let job, the Village was unable to view the bid tabulations from the bid results. The purpose of same was to determine if certain items could be cut from the job to allow the project to proceed pursuant to the construction budget (\$101,250) – an estimated sum that is about two years old.

In light of this, the Village was advised to compose a letter to see if the \$38,140.00 funding gap could be funded by the grant award agency (IDOT – using state and federal funds).

Please see the attached letter from the Village dated 3/16/2023. The Village offered to pay 10% (\$3,814.00) of this funding gap as the local cost share of the project calls for 10% Village funding participation (10% Village, 10% state and 80% federal).

IDOT contacted the Village on 3/22/2023 to advise that in addition to the Village's 10% funding gap contribution, the remaining 90% funding gap contribution will be paid for using state/federal funds.

Therefore, staff is seeking the Village Council's concurrence to proceed with this extra funding request (the Village's portion will be paid for using VIP funds), in efforts to advise IDOT same so that they can award the project to the low bidder.

Note: Should it be required that the resolution passed at the 2/13/2023 needs to be amended, said amendment resolution will appear on a future Village Council meeting agenda.

#### Attachments

https://www.forestpark.net/dfp/wp-content/uploads/2023/02/021323VillageCouncilPacket.pdf (Page 107) https://www.forestpark.net/dfp/wp-content/uploads/2021/12/121321VillageCouncilPacket.pdf (Page 37)

- Village Letter to IDOT Dated March 16, 2023





### Rory E. Hoskins

517 DESPLAINES AVENUE FOREST PARK, it 60130 PH. 708-366-2323 FAX: 708-4880361 www.forestpark.net

### Joseph Byrnes Commissioner

ACCOUNTS & FEMALE

### Ryan Noro COMMISSIONES STREETS & PUBLIC IMPROVEMENTS

### Jessica L. Voogd Convissional Place Profession

### Maria Maxham Cowwissones Public Health & Swell

Moses E. Amidei VELAGE ADMINISTRATOR

Vanessa Moritz
VIIAGE CIEIX

Charles Riddle, P.E.
District Local Roads and Streets Engineer
IDOT-Region One-District One
Bureau of Local Roads and Streets
201 West Center Court
Schaumburg, Illinois 60196
VIA EMAIL ONLY: charles.riddle@illinois.gov

Re: Village of Forest Park, Cook County, IL
ITEP Project - Commuter Bike Facility
Improvements
Contract: 61J26

Section Number: 21-00118-00-MS

Dear Mr. Riddle:

As you are aware, a bid opening recently took place regarding the above referenced project.

The apparent low bidder's (Vixen Construction, Inc.) bid amount came in at \$139,390.00. Said sum is \$38,140.00 higher than the project's estimated construction cost (\$101,250.00).

As the project estimate is now approximately two (2) years old, said estimate and associated project agreements do not take into account the significant inflationary effects that pertain to a variety of commodities that are associated with this improvement.

In light of this, the Village of Forest Park would like to inquire if additional federal or state monies can be allocated to this project to allow for the improvement to commence immediately. As existing agreements follow an 80/10/10 cost share formula, the Village of Forest Park is willing to contribute \$3,814.00 to said \$38,140.00 funding gap.

Please advise if you should have any questions or comments. We appreciate your assistance with this request in efforts to provide the commuting public upgraded facilities to park their bicycles when travelling to two public transportation facilities within our Village.

Sincerely,

Moses Amidei

Village Administrator