

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](http://www.forestpark.net)

Regular Village Council Meeting Agenda

APRIL 10, 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 831 0588 0954; Passcode 319947 or by clicking here:

<https://us02web.zoom.us/j/83105880954?pwd=TkdBQVFCWGZ2R1hIU2dKbWVXWjh4Zz09>

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](mailto:vmoritz@forestpark.net)) prior to 6:30 p.m.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
  - a. March 27, 2023 Village Council Meeting Minutes
  - b. March 27, 2023 Special Village Council Meeting Minutes
  - c. March 27, 2023 Closed Session Meeting Minutes
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
  - a. Resolution Approving Payment of Bills Dated April 10, 2023
8. UNFINISHED BUSINESS
9. NEW BUSINESS
  - a. Ordinance Amending the Forest Park Village Code Regarding Single-Use Foodware in Places of Eating
  - b. Resolution Approving a Local Public Agency Joint Funding Agreement for Illinois Department of Transportation State-Let Construction Work Regarding Certain Improvements to the Van Buren Street Parking Lot and Harrison Street
  - c. Resolution Authorizing the Award for the 2023 Alley Improvement Project to J. Nardulli Concrete, Inc.
  - d. Resolution Approving and Authorizing the Execution of a Professional Construction Engineering Services Proposal for the 2023 Alley Improvement Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.
  - e. Resolution Authorizing the Award for the 2023 Watermain Improvement Project Contract to Uno Construction Co., Inc.
  - f. Resolution Approving and Authorizing the Execution of a Professional Construction Engineering Services Proposal for the 2023 Watermain Improvements Project By and Between the Village of Forest Park and Christopher B. Burke Engineering, Ltd.
  - g. Resolution Authorizing the Waiver of the Hiring Freeze for IMRF Employees Regarding the Hiring of a Full-Time Administration/Accounts Receivable Clerk
  - h. Approval: Ratification of Mayor's Signature on Senior Trip Contracts
  - i. Approval: Banner Request by Forest Park Public Library – Summer Reading Program
  - j. Approval: Banner Request by CROP Hunger Walk
10. ADMINISTRATOR'S REPORT
11. COMMISSIONER REPORTS
12. ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING, MARCH 27, 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 March 13, 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:**

The Fire Department submitted its February, 2023, report and the Police Department submitted its January and February, 2023, report.

**APPROVAL OF BILLS:**

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the payment of bills be adopted. The bills totaled \$736,528.13.

**R-22-23  
RESOLUTION FOR THE  
PAYMENT OF BILLS IN THE  
AMOUNT OF \$736,528.13  
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 Maxham and seconded by Commissioner Nero that the Resolution approving and publishing the Official Zoning Map of the Village of Forest Park be adopted.

**R-23-23  
RESOLUTION PUBLISHING  
OFFICIAL ZONING MAP  
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 Permeable Paver Maintenance (Joint Bid) Project (500 Block Beloit and Ferdinand – Adams to Jackson; 900 Block Marengo and Elgin – Lexington to Harvard) be adopted.

**R-24-23  
RESOLUTION APPROVING  
SPECIFICATIONS AND  
BIDDING FOR 2023  
PERMEABLE PAVER  
MAINTENANCE PROJECT  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Resolution approving the specifications and authorizing the advertising of bids for the Mohr Community Center Park Improvements Project be adopted.

**R-25-23  
RESOLUTION  
SPECIFICATIONS AND  
BIDDING FOR COMMUNITY  
CENTER PARK  
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 Voogd and seconded by Commissioner Nero that the Ordinance waiving bidding and authorizing the acceptance of a proposal for Landscaping Maintenance by and between McAdam Landscaping and the Village of Forest Park be adopted.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Nero to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Probationary Police Officer Eligibility List to fill a vacancy.

**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 Voogd to authorize the Mayor's signature on agreements with Sundance, Lakeside Revival, and R-Gang, associated with Groov'n in the Grove functions organized by the Community Center.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**O-16-23  
RESOLUTION APPROVING  
LANDSCAPING  
MAINTENANCE PROPOSAL  
WITH MCADAM  
LANDSCAPING**

**BOARD OF FIRE AND  
POLICE COMMISSIONERS  
DIRECTED TO HIRE ONE  
PROBATIONARY POLICE  
OFFICER  
APPROVED BY MOTION**

**GROOV'N IN THE GROVE  
ENTERTAINMENT  
AGREEMENTS  
APPROVED BY MOTION**

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Raffle License Application submitted by the Village of Forest Park Community Center for their Groov'n in the Grove events for 2023 be approved.

**GROOV'N IN THE GROVE  
RAFFLE PERMIT  
APPROVED BY MOTION**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Byrnes to approve Betsey Ross Elementary School's request to close the 1300 block of Marengo on June 7, 2023, to hold an end of school year celebration event.

**BETSEY ROSS BLOCK  
PARTY CLOSURE  
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 Byrnes and seconded by Commissioner Maxham to authorize and ratify the Mayor's signature on agreements with Shoreline Sightseeing, associated with community functions organized by the Community Center.

**COMMUNITY CENTER  
AGREEMENT  
RATIFIED 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 Nero to approve the request from Hephzibah Children's Association to display banners promoting their Kids Resale Event at St. John Lutheran Church on April 14-15, 2023.

**HEPHZIBAH CHILDREN'S  
ASSOCIATION BANNER  
REQUEST  
APPROVED BY MOTION**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

## **ADMINISTRATOR'S REPORT:**

Administrator Amidei requested consensus from the Village Council to continue with Bike Facility Improvements at the CTA station and along Harrison Street. This was previously approved and awarded an ITEP grant. The village will pay 10% of the cost. IDOT handles the bidding and award of contract for the project. The bid came in \$38,000 over the estimate, and the village will pay an extra \$3,800.00. There was no objection from the Village Council to proceed, in light of the additional cost.

## **COMMISSIONER'S REPORTS:**

Commissioner Burnes thanked the Police and Fire Departments for submitting their reports.

Commissioner Maxham thanked the Police Department for holding the 10-week Citizen's Police Academy, which she recently completed. The commissioner commented that the program was amazing and enlightening. The commissioner further reported that Proviso Township has approved the budget for the May 6, 2023, Mental Health Fair, which will provide access to citizens to different mental health and other social services. Last, Commissioner Maxham announced that the village is accepting applications from citizens to participate in the Public Health Commission. Applications are available online or at Village Hall.

Commissioner Nero encouraged those property owners who have received notice of the water main replacement, to help by providing the photos and completing the access agreements for the village to replace the lead water service lines in their property. This is so the village can be in compliance with the newly instituted mandate to replace lead water service lines any time the water main is replaced. Water main projects are scheduled for this summer, in accordance with the Infrastructure Improvement Plan.

Commissioner Voogd expressed gratitude to the Police Department for holding the Citizen's Police Academy, adding that it was a great way to learn about how police approach and the situations that they face. Also, it was great to get to know the police department staff a little better. The commissioner encouraged residents to sign up if the department holds another session. Commissioner Voogd further announced that the village has qualified as Tree City USA for 2023, and thanked Director, Sal Stella, for all of his efforts supporting the application. Arbor Day is April 28<sup>th</sup>, and there will be a ceremony at the Library at 9:00 a.m. that day. The library is further holding a program for 2 weeks prior to that, involving residents. There will be a Grand Re-Opening of the Dog Park on April 29 at 11:00 a.m. There will be a community cleanup day on May 27<sup>th</sup>, in coordination with Public Works Week and the village's electronic recycling event. Last, the commissioner reported that the House passed a ban on polystyrene wear and the Village Council will likely be considering an Ordinance related to single use plasticware at one of the April meetings.

## **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 7:26 P.M.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**THE SPECIAL MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON MONDAY EVENING, MARCH 27, 2023**

Mayor Hoskins called the meeting to order at 5:00 p.m.

**ROLL CALL**

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

**Public Comment**

None

**ADJOURNMENT**

It was moved by Commissioner Byrnes and seconded by Commissioner Nero to adjourn into closed session pursuant to 5 ILCS 120/2(c)(2) to consider collective bargaining matters. The motion carried unanimously. Mayor Hoskins declared the meeting adjourned at 5:01 p.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**RESOLUTION No.**

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

Refunds and Allocations	\$ 90.00
Public Affairs	\$ 78,107.97
Police Department	\$ 886.12
Community Center	\$ 538.63
Accounts & Finance (Clerks Office)	\$ 181,290.36
Accounts & Finance (Fire Department)	\$ 34,629.26
Department of Health & Safety	\$ 5,718.55
Street Department	\$ 80,384.98
Public Property	\$ 50,299.68
Seizure	\$ 5,577.67
Federal Customs	\$ 2,765.01
VIP	\$ 700.01
Water Department	\$ <u>24,043.19</u>

<b>TOTAL</b>	<b>\$ 465,031.43</b>
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**ADOPTED BY THE Council of the Village of Forest Park this 10<sup>th</sup> Day of April, 2023.**

Ayes:

Nays:

Absent:

\_\_\_\_\_  
Rory Hoskins, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Moritz, Village Clerk





Account Number	Vendor	Invoice Date	Amount
100-00-000-4220-200	R. Eck & Son Inc.	03/27/2023	60.00
100-00-000-4510-100	Enrique Blas	03/24/2023	30.00
Refunds and Allocations			90.00



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-135	GPG Strategies LLC	03/31/2023	2,000.00
100-10-101-6120-305	Forest Pk. Chamber of Commerce	03/27/2023	132.00
100-10-101-6120-305	Illinois State Police	02/28/2023	15.00
100-10-101-6120-305	Westgate Flower and Plant Shop	02/28/2023	92.98
100-10-101-6140-100	Ahead Of Our Time Publishing Inc	03/08/2023	500.00
100-10-101-6150-120	Rachell Entler	03/20/2023	26.46
100-10-101-6150-152	Verizon Wireless	03/22/2023	300.33
100-10-101-6150-152	Verizon Wireless	03/22/2023	42.19
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	09/07/2022	1,120.00
100-10-101-6150-202	Dr. Carrie Steiner	03/14/2023	585.00
100-10-101-6150-202	Dr. Carrie Steiner	03/18/2023	585.00
100-10-101-6150-202	Stanard & Associates Inc	03/17/2023	940.00
100-10-101-6150-202	Stanard & Associates Inc	03/28/2023	715.00
100-10-101-6150-210	Book Reporting Service	03/17/2023	250.00
100-10-101-6150-220	Anastasie M. Senat	03/22/2023	165.00
100-10-101-6150-220	Anastasie M. Senat	03/22/2023	165.00
100-10-101-6150-220	Anastasie M. Senat	03/22/2023	330.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	03/01/2023	67,644.00
100-11-111-6110-105	DELL MARKETING LP	02/18/2023	2,000.01
100-11-111-6110-110	Illinois Secretary of State	03/21/2023	500.00
		Public Affairs	78,107.97



Account Number	Vendor	Invoice Date	Amount
100-12-123-6145-202	Steri-Clean Illinois	03/20/2023	140.00
100-12-123-6145-202	Steri-Clean Illinois	03/22/2023	140.00
100-12-123-6145-202	Steri-Clean Illinois	03/28/2023	160.00
100-12-124-6150-114	Thomson Reuters-West	03/01/2023	446.12
	Police Department		886.12



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-140	Case Lots Inc	03/13/2023	194.35
100-15-151-6140-200	SCHAUERS HARDWARE	02/28/2023	63.28
100-15-169-6160-100	Elmhurst Occupational Health	02/28/2023	281.00
	Community Center		538.63



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	03/17/2023	137,106.35
100-21-211-5005-002	Fidelity Security Life Ins Co	03/22/2023	571.86
100-21-211-5005-002	Fidelity Security Life Ins Co	03/22/2023	83.10
100-21-211-5005-002	Guardian	03/22/2023	7,738.13
100-21-211-6120-300	Edward Occupational Health	02/28/2023	270.00
100-21-211-6120-300	Elmhurst Occupational Health	01/31/2023	58.00
100-21-211-6120-300	Elmhurst Occupational Health	02/28/2023	336.00
100-21-211-6120-300	HRdirect	04/02/2023	89.99
100-21-211-6120-300	West Central Municipal Conf	03/15/2023	2,521.17
100-21-211-6140-104	Jackson-Hirsh Inc	03/28/2023	52.40
100-21-211-6140-104	Quill	03/01/2023	232.91
100-21-211-6140-104	Quill	03/07/2023	88.92
100-21-211-6140-104	Quill	03/08/2023	50.84
100-21-211-6140-104	Quill	03/08/2023	27.60
100-21-211-6140-104	Quill	03/15/2023	335.68
100-21-211-6140-104	Quill	03/17/2023	40.99
100-21-211-6140-110	Forest Printing Company	03/02/2023	124.50
100-21-211-6140-140	Quill	03/01/2023	47.30
100-21-211-6140-140	Quill	03/08/2023	18.42
100-21-211-6140-140	Quill	03/15/2023	17.43
100-21-211-6150-150	AT&T	03/25/2023	111.91
100-21-211-6150-150	AT&T	03/25/2023	55.97
100-21-211-6150-150	AT&T	03/25/2023	51.89
100-21-211-6160-001	Alliant Insurance Services Inc	03/22/2023	250.00
100-21-211-6160-001	Alliant Insurance Services Inc	03/22/2023	130.00
100-21-211-6160-001	Alliant Insurance Services Inc	03/27/2023	12,975.00
100-21-211-6190-003	POLICE PENSION FUND	03/22/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	03/22/2023	8,952.00
Accounts and Finance (Clerks Office)			181,290.36



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	02/28/2023	12.34
100-30-301-6140-200	Haiges Machinery Inc.	02/13/2023	245.00
100-30-301-7000-040	Air One Equipment Inc	03/21/2023	16,332.50
205-00-000-6900-205	Air One Equipment Inc	03/21/2023	16,332.50
100-30-302-6110-150	Verizon Wireless	03/22/2023	209.53
100-30-302-6110-200	Air One Equipment Inc	03/20/2023	210.50
100-30-302-6110-200	The Coats Company LLC	02/03/2023	237.50
100-30-302-6145-100	Witmer Public Safety Group	03/22/2023	710.02
100-30-302-6145-306	Grainger Inc.	03/15/2023	39.37
100-30-303-6145-300	BioTron Inc	03/09/2023	300.00
Accounts and Finance (Fire Department)			34,629.26



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Tariq Dandan	04/03/2023	84.00
100-40-401-5000-017	Raymond Traynor	03/27/2023	855.00
100-40-402-6100-115	Muse Community + Design	03/31/2023	2,025.00
100-40-402-6150-232	Tariq Dandan	04/03/2023	168.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	04/01/2023	1,200.00
100-40-403-6150-220	Restore Construction Inc	02/25/2023	1,320.00
100-40-410-6140-202	SCHAUERS HARDWARE	02/28/2023	66.55
Department of Health and Safety			5,718.55



Account Number	Vendor	Invoice Date	Amount
100-50-501-6145-100	Red Wing Business Advantage Account	02/10/2023	242.99
100-50-502-6140-202	SCHAUERS HARDWARE	02/28/2023	85.28
100-50-502-6185-108	SCHAUERS HARDWARE	02/28/2023	11.69
100-50-502-6185-110	Traffic Control & Protection	03/23/2023	64.85
100-50-502-6185-110	Traffic Control & Protection	03/23/2023	361.65
100-50-502-6185-110	Traffic Control & Protection	03/23/2023	645.20
100-50-502-6185-112	Republic Services #551	03/15/2023	385.20
100-50-502-6185-501	Republic Services #551	03/15/2023	43,506.18
100-50-502-6185-502	Republic Services #551	03/15/2023	30,757.48
100-50-502-6185-503	Republic Services #551	03/15/2023	4,324.46
Streets Department			80,384.98





Account Number	Vendor	Invoice Date	Amount
100-55-551-6150-112	American Public Works Association	02/02/2023	229.00
100-55-552-6180-101	SCHAUERS HARDWARE	02/28/2023	32.35
100-55-552-6180-101	SCHAUERS HARDWARE	02/28/2023	268.93
100-55-552-6180-101	SCHAUERS HARDWARE	02/28/2023	(5.36)
100-55-552-6180-101	First Ayd Corp.	03/21/2023	375.51
100-55-553-6180-150	Lyons Pinner Electric Co	03/22/2023	1,088.57
100-55-553-6180-150	Lyons Pinner Electric Co	03/22/2023	438.16
100-55-553-6180-150	Lyons Pinner Electric Co	03/22/2023	702.00
100-55-553-6180-150	Lyons Pinner Electric Co	03/29/2023	183.83
100-55-553-6180-150	Lyons Pinner Electric Co	03/29/2023	621.00
100-55-553-6180-150	Lyons Pinner Electric Co	03/30/2023	6,795.07
100-55-553-6180-150	Lyons Pinner Electric Co	03/31/2023	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	03/31/2023	595.00
100-55-553-6180-160	Com Ed	03/15/2023	112.79
100-55-553-6180-160	Com Ed	03/29/2023	24.21
100-55-553-6180-160	Com Ed	03/29/2023	24.74
100-55-553-6180-160	Com Ed	03/29/2023	23.85
100-55-553-6180-160	Com Ed	03/29/2023	28.82
100-55-553-6180-160	Com Ed	03/29/2023	222.74
100-55-553-6180-160	Com Ed	03/30/2023	28.56
100-55-553-6180-160	Com Ed	03/30/2023	41.89
100-55-555-6180-100	SCHAUERS HARDWARE	02/28/2023	25.63
100-55-555-6180-100	Comcast	03/08/2023	200.01
100-55-555-6180-100	Colley Elevator Co	02/28/2023	228.00
100-55-555-6180-100	Quill	03/01/2023	333.89
100-55-555-6180-100	Quill	03/08/2023	80.24
100-55-555-6180-100	Quill	03/15/2023	174.38
100-55-555-6180-100	Tim Stefl Inc	03/17/2023	245.24
100-55-555-6180-100	PremiStar-North	01/10/2023	833.00
100-55-555-6180-100	PremiStar-North	03/27/2023	813.00
100-55-555-6180-110	Comcast	03/02/2023	50.60
100-55-555-6180-110	Comcast	03/12/2023	2.11
100-55-555-6180-110	Comcast	03/13/2023	128.95
100-55-555-6180-120	Grainger Inc.	03/16/2023	567.85
100-55-555-6180-130	Case Lots Inc	03/13/2023	120.70
100-55-555-6180-140	SCHAUERS HARDWARE	02/28/2023	128.12
100-55-555-6180-140	Comcast	03/07/2023	2.11



Account Number	Vendor	Invoice Date	Amount
100-55-555-6180-140	Comcast	03/22/2023	188.04
100-55-555-6180-140	HOME DEPOT CREDIT	02/13/2023	6.18
100-55-555-6180-140	HOME DEPOT CREDIT	02/16/2023	155.60
100-55-555-6180-140	HOME DEPOT CREDIT	02/16/2023	489.21
100-55-555-6180-140	HOME DEPOT CREDIT	02/21/2023	178.54
100-55-555-6180-140	HOME DEPOT CREDIT	02/27/2023	(134.58)
100-55-555-6180-140	HOME DEPOT CREDIT	02/27/2023	(52.68)
100-55-555-6180-140	HOME DEPOT CREDIT	02/27/2023	368.00
100-55-570-6155-101	Mohr Oil Company	03/21/2023	13,381.99
100-55-570-6155-102	Schaeffer Mfg Co	03/27/2023	3,770.20
100-55-570-6155-106	CCP INDUSTRIES INC	03/23/2023	123.01
100-55-570-6155-106	RUSH TRUCK CENTER	03/21/2023	33.90
100-55-570-6155-106	Currie Motors Chevrolet	03/16/2023	72.32
100-55-570-6155-106	Currie Motors Chevrolet	03/17/2023	84.00
100-55-570-6155-106	Fleet Safety Supply	03/27/2023	619.52
100-55-570-6155-106	Factory Motor Parts Co	03/16/2023	51.80
100-55-570-6155-106	Factory Motor Parts Co	03/16/2023	463.51
100-55-570-6155-106	Factory Motor Parts Co	03/16/2023	(11.00)
100-55-570-6155-106	Factory Motor Parts Co	03/21/2023	29.58
100-55-570-6155-106	Factory Motor Parts Co	03/23/2023	101.16
100-55-570-6155-106	Factory Motor Parts Co	03/23/2023	335.88
100-55-570-6155-106	Factory Motor Parts Co	03/23/2023	215.64
100-55-570-6155-106	Factory Motor Parts Co	03/27/2023	64.20
100-55-570-6155-106	Factory Motor Parts Co	03/28/2023	20.31
100-55-570-6155-106	Linde Gas North America LLC	03/22/2023	186.68
100-55-570-6155-106	Linde Gas North America LLC	03/22/2023	69.15
100-55-570-6155-110	Adam Groblewski	02/14/2023	2,600.00
100-55-570-6155-112	Action Transmission & Auto	03/22/2023	1,424.21
100-55-570-6155-112	AM Auto Glass & Windows	03/29/2023	285.00
100-55-570-6155-112	Commercial Tire Service	03/17/2023	531.09
100-55-570-6155-112	Fire Service Inc	11/16/2022	300.00
100-55-570-6155-112	Fire Service Inc	11/17/2022	3,324.22
100-55-570-6155-112	Fire Service Inc	03/17/2023	2,361.82
100-55-580-6180-302	Davis Tree Care	03/24/2023	1,325.00
100-00-000-2200-012	HOME DEPOT CREDIT	03/08/2023	223.79
Public Property			50,299.68



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	03/22/2023	72.49
230-00-000-6150-152	Verizon Wireless	03/22/2023	210.95
230-00-000-6900-230	Action Transmission & Auto	03/10/2023	4,788.96
230-00-000-6900-230	Factory Motor Parts Co	03/14/2023	115.17
230-00-000-6900-230	Factory Motor Parts Co	03/14/2023	376.62
230-00-000-6900-230	Factory Motor Parts Co	03/15/2023	7.49
230-00-000-6900-230	Factory Motor Parts Co	03/24/2023	5.99
		Seizure	5,577.67



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	03/22/2023	172.29
232-00-000-6900-232	Sandy Byrnes	03/23/2023	135.00
232-00-000-6900-232	Ray O'Herron Co Inc	03/21/2023	15.58
232-00-000-6900-232	Ray O'Herron Co Inc	03/21/2023	15.58
232-00-000-6900-232	Ray O'Herron Co Inc	03/21/2023	399.85
232-00-000-6900-232	Ray O'Herron Co Inc	03/25/2023	599.83
232-00-000-6900-232	Ray O'Herron Co Inc	03/25/2023	469.93
232-00-000-6900-232	Pro Line Embroidery LLC	03/28/2023	789.95
232-00-000-6900-232	Daysi Riglos	02/16/2023	82.00
232-00-000-6900-232	Daysi Riglos	02/16/2023	85.00
	Federal Customs		2,765.01



Account Number	Vendor	Invoice Date	Amount
312-00-000-6150-152	Verizon Wireless	03/22/2023	38.01
312-00-000-7000-312	K-Five Hodgkins LLC	03/10/2023	160.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/14/2023	160.00
312-00-000-7000-312	K-Five Hodgkins LLC	03/16/2023	160.00
312-00-000-7000-312	Growing Community Media NFP	03/21/2023	182.00
		VIP	700.01



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Verizon Wireless	03/22/2023	36.01
501-80-800-6140-102	Suburban Mailing Services Inc	03/30/2023	2,207.50
501-80-800-6150-112	American Water Works Assoc	03/30/2023	83.00
501-80-800-6150-150	AT&T	03/25/2023	59.93
501-80-800-6150-154	Com Ed	03/14/2023	377.40
501-80-800-6150-154	Com Ed	03/15/2023	32.32
501-80-800-6155-110	SCHAUERS HARDWARE	02/28/2023	22.01
501-80-800-6800-150	Centurion Plumbing Company	03/29/2023	7,099.94
501-80-800-6800-150	Core & Main LP	03/22/2023	990.00
501-80-800-6800-150	Elmhurst Chicago Stone Company	03/23/2023	757.00
501-80-800-6800-150	Great Lakes Concrete LLC	03/20/2023	1,649.82
501-80-800-6800-151	Core & Main LP	03/09/2023	90.00
501-80-800-6800-152	Centurion Plumbing Company	03/29/2023	10,094.41
501-80-800-6800-153	SCHAUERS HARDWARE	02/28/2023	14.43
501-80-800-6800-153	Comcast	03/06/2023	83.90
501-80-800-6800-153	HOME DEPOT CREDIT	03/02/2023	153.02
501-80-800-6800-153	HOME DEPOT CREDIT	03/03/2023	110.50
501-80-800-7000-020	Growing Community Media NFP	03/21/2023	182.00
Water Department			24,043.19

## AGENDA MEMO

### Village Council Meeting

Forest Park, Illinois

April 10, 2023

#### Issue Statement

Request for Village Council action: Ordinance Amending the Forest Park Village Code Regarding Single-Use Foodware in Places of Eating

#### Background

Pursuant to several discussions at the Village Council level regarding the effort to encourage business owners and patrons to use less single-use foodware, especially in conjunction with delivery and take-out orders, the attached ordinance, patterned after the one that was adopted by the River Forest Board of Trustees in 2022, seeks to implement this goal locally in Forest Park.

The draft ordinance indicates that the “opt-in” period for delivery and take out orders shall commence this coming July. This gives the Village time, specifically, the Village’s Environmental Commission, to begin public outreach both with the business community and its patrons, to support efforts to reduce the provision of such foodware, when possible.

Remember, single-use foodware is not being prohibited; it is encouraged that patrons opt-in and request same only if needed, especially if the consumption of food associated with delivery or takeout orders is not to one’s place of residence or employment where such items may already be available.

Not only does the reduction of single use foodware have environmental benefits, the business owner may very well benefit as well due to less overhead costs.

More information on this topic can be viewed in the meeting packet from the February 27, 2023 Village Council Meeting, starting on page 262:

<https://www.forestpark.net/dfp/wp-content/uploads/2023/02/022723VillageCouncilPacket.pdf>

#### Attachments

- Ordinance amending the Village Code regarding the need to “Opt-In” to receive single-use foodware

**ORDINANCE NO. O-\_\_\_\_-23**

**AN ORDINANCE AMENDING THE FOREST PARK VILLAGE CODE  
REGARDING SINGLE-USE FOODWARE IN PLACES OF EATING**

WHEREAS, the Village of Forest Park (“Village”), is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and,

WHEREAS, single-use foodware, meaning items designed and intended for only one usage before being discarded, including forks, spoons, sporks, knives, chopsticks, other eating utensils, plastic straws, stirrers, drink stoppers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup sleeves, beverage trays, disposable plates, and condiment packets, but excluding paper straws, beverage lids, or items used to contain or package food or beverages for delivery or take-out orders, unnecessarily distributed in the Village generates a significant amount of waste; and,

WHEREAS, single-use plastics do not readily break down in the environment, eventually becoming microplastics which are known to have harmful effects to humans, wildlife (see “Single-Use Plastics 101,” Lindwall, C. (2021), published by the Natural Resources Defense Council), and which microplastics are now found throughout the marine ecosystems in the Great Lakes (see “Summary of Literature on the Chemical Toxicity of Plastics Pollution to Aquatic Life and Aquatic-Dependent Wildlife,” Beaman, J., & Bergeron, C. (2016), published by the United States Environmental Protection Agency); and,

WHEREAS, the Village sought input from Village business owners potentially affected by the regulation of single-use foodware as set forth in this Ordinance; business owners were invited to share their comments to voice their opinions; and,

WHEREAS, after considering a variety of materials available to it, including the scientific studies set forth above, it is recommended that the Village Council regulate single-use foodware as proposed in this Ordinance in order to better protect the public’s health, safety and welfare, by reducing waste occurring from the distribution of single-use foodware except when allowed by this Ordinance; and,

WHEREAS, the Village has the authority to “regulate the places where and the manner in which any beverage or food for human consumption is sold,” pursuant to 65 ILCS 5/11-20-2; and,

WHEREAS, the Village has the obligation to “regulate and inspect retail food establishments in the municipality” in accordance with local ordinances and regulations, pursuant to 65 ILCS 5/11-20-16(a); and,

WHEREAS, the Village has the authority to “define, prevent and abate nuisances,” pursuant to 65 ILCS 5/11-60-2; and,

WHEREAS, the Village has determined that limiting the distribution of single-use foodware in the Village would reduce the amount of waste generated by single-use foodware,



thereby reducing the environmental impact from such waste, while at the same time, potentially allowing the business community to save money; and,

WHEREAS, the Village Council have determined that limiting the distribution of single-use foodware is a reasonable and necessary regulation of places where beverage or food for human consumption are sold; and,

WHEREAS, the Village Council of the Village find and declare that the unnecessary distribution of single-use foodware is a nuisance and a significant detriment to the public's health, safety and welfare; and,

WHEREAS, in order to best serve the public's health, safety and welfare, the Village Council of the Village desire to make certain amendments to the Village of Forest Park Village Code ("Village Code") regarding the use of single-use plastics in places of eating, as set forth below.

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

SECTION 1: That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: That the current Section 4-3-12 of the Forest Park Village Code is hereby stricken in its entirety and in lieu thereof replaced with the following:

**4-3-12: SINGLE USE-FOODWARE:**

A. Definitions:

SELF-SERVICE STATION: An area dedicated to customers taking away single-use foodware and condiments.

SINGLE-USE FOODWARE: Any eating utensil or other item to be used as part of food or beverage service that is designed and intended by the manufacturer for only one usage before being discarded, including forks, spoons, sporks, knives, chopsticks, other eating utensils, stirrers, drink stoppers, splash sticks, cocktail sticks, toothpicks, napkins, wet wipes, cup sleeves, beverage trays, disposable plates, and condiment packets. "Single-use foodware" does not include straws, beverage lids, or items used to contain or package food or beverages for delivery or take-out orders.

B. Procedures:

1. Requirements. Beginning on July 1, 2023, in connection with any delivery or take-out order of food or beverage, a food establishment may only provide single-use foodware upon request from the customer or at a self-service station. Food establishments shall provide options for customers to affirmatively request single-use foodware when ordering food and beverages for

delivery or take-out across all ordering or point of sale platforms, including internet enabled applications, digital platforms, phone orders, and in-person ordering. The Village is authorized to establish, by rule, a standard sign for use by food establishments in connection with this Subsection.

2. Exceptions. This Section shall not apply to:

- a. Single-use foodware necessary to address safety concerns, such as lids, drink stoppers, beverage trays and cup sleeves for beverages served at an average temperature in excess of 170 degrees Fahrenheit;
- b. A food vending machine, as defined in Section 4-3-11 of the Village Code;
- c. Any single-use foodware that is prepackaged with or attached to any food or beverage products by the manufacturer prior to receipt by the food establishment;
- d. Any charitable food establishment;
- e. Single-use foodware provided in connection with any food or beverage order fulfilled at a drive-through facility; and,
- f. A food establishment granted a waiver by the Village Council.

SECTION 3: That the existing Section 4-3-12 of the Forest Park Village Code is hereby re-codified as Section 4-3-13 of the Forest Park Village Code.

SECTION 4: That the Environmental Commission shall be tasked to assist the Village with outreach and education efforts amongst affected Forest Park businesses, its residents and its patrons regarding the implementation and education of this ordinance along with the promotion of being less-reliant on single-use foodware whenever possible and practicable – in tandem with the Plastic Free July® movement.

SECTION 5: The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and can be changed to “Section,” “Article,” Chapter” or some other appropriate word or phrase to accomplish codification, and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 6: All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 7: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby

declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: That this Ordinance shall be in full force and effect sixty (60) days after its passage and approval according to law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this \_\_\_\_ day of \_\_\_\_, 2023.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_, 2023.

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_ day of \_\_\_\_, 2023.

\_\_\_\_\_  
Vanessa Moritz, Clerk

## AGENDA MEMO

### Village Council Meeting

Forest Park, Illinois

April 10, 2023

#### Issue Statement

Request for Village Council Action: Resolution Approving a Local Public Agency Joint Funding Agreement for Illinois Department of Transportation State-Let Construction Work Regarding Certain Improvements to the Van Buren Street Parking Lot and Harrison Street

#### Background

The Village Council gave consensus at the March 27, 2023 meeting to provide an additional \$3,814 of local monies for the Van Buren Street/Harrison Street Commuter Bike Improvements Project.

For more information about this discussion, please refer to Page 205 of the March 27, 2023 Village Council Meeting Packet:

<https://www.forestpark.net/dfp/wp-content/uploads/2023/03/032723VillageCouncilMeetingPacket.pdf>

In light of this additional “appropriation,” the Resolution adopted at the February 13, 2023 meeting needs to be amended.

#### Attachments

- Amended Resolution

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

**A RESOLUTION APPROVING A LOCAL PUBLIC AGENCY JOINT  
FUNDING AGREEMENT FOR ILLINOIS DEPARTMENT OF  
TRANSPORTATION STATE-LET CONSTRUCTION WORK  
REGARDING CERTAIN IMPROVEMENTS  
TO THE VAN BUREN STREET PARKING LOT AND HARRISON STREET**

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

WHEREAS, the Village, pursuant to Resolution No. R-11-23 and the State of Illinois, acting through IDOT, entered into a Local Public Agency Joint Funding Agreement for State-Let Construction Work (“LPA Participation Agreement”) regarding certain improvements to the Van Buren Street Parking Lot and Harrison Street ("Project") within the corporate boundaries of the Village; and

WHEREAS, IDOT, as lead agency, bid the Project and the lowest qualified bidder, Vixen Construction, Inc., submitted its bid for One Hundred Thirty-Nine Thousand Nine Hundred Dollars (\$139,900.00) (“Low Bid”), exceeding the LPA Participation Agreement estimated cost for the Project by Thirty-Eight Thousand One Hundred Forty Dollars (\$38,140.00) (“Project Hard Cost Increase”); and

WHEREAS, IDOT has offered to fund 90% of the Project Hard Cost Increase, resulting in an additional Three Thousand Eight Hundred Fourteen Dollars (\$3,814.00) to be paid by the Village.

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

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

Section 2. The Village Council hereby approves and authorizes the expenditure of the additional amount of Three Thousand Eight Hundred Fourteen Dollars (\$3,814.00), to provide for the balance of funds necessary to fund the Project Hard Cost Increase for the completion of the Project.

Section 3. The Mayor is hereby authorized and directed to execute any change order or documentation, as required, on behalf of the Village.

Section 4. The officials, officers, employees and agents of the Village are hereby authorized to take such actions and execute such documents as are necessary to effectuate the Agreements for the Project and to carry out the terms, provisions, and intent of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval as required by law.

Resolved this 10<sup>th</sup> day of April, 2023.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED and filed in my office  
and published in pamphlet form this  
\_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

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

**A RESOLUTION AUTHORIZING THE AWARD FOR THE 2023 ALLEY IMPROVEMENT PROJECT CONTRACT TO J. NARDULLI CONCRETE, INC.**

WHEREAS, the Village of Forest Park previously approved specifications and re-advertised for bids for the 2023 Alley Improvement Project ("Project"); and

WHEREAS, on March 30, 2023, at 10:00 a.m., bids were received virtually, the bid results were publicly opened and read aloud via Zoom, and five (5) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	<b>COMPANY</b>	<b>BID</b>
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$464,710.00</i>
1	J. Nardulli Concrete, Inc.	\$436,053.25
2	Triggi Construction, Inc.	\$512,175.00
3	Davis Concrete Construction Co.	\$531,221.00
4	Schroeder & Schroeder, Inc.	\$538,029.50
5	Martam Construction, Inc.	\$568,063.00

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

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined J. Nardulli Concrete, Inc. to be a lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to J. Nardulli Concrete, Inc. for the bid in the amount of Four Hundred Thirty-Six Thousand Fifty-Three and 25/100 Dollars (\$436,053.25); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, J. Nardulli Concrete, Inc., for the bid in the amount of Four Hundred Thirty-Six Thousand Fifty-Three and 25/100 Dollars (\$436,053.25); and

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

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, J. Nardulli Concrete, Inc., for the bid in the amount of Four Hundred Thirty-Six Thousand Fifty-Three and 25/100 Dollars (\$436,053.25).

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible and qualified bidder, J. Nardulli Concrete, Inc., for the bid in the amount of Four Hundred Thirty-Six Thousand Fifty-Three and 25/100 Dollars (\$436,053.25).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of April, 2023.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this 10<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Vanessa Moritz, Village Clerk





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

March 30, 2023

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: 2023 Alley Improvement Project  
**Bid Results / Recommendation of Award**  
(CBBEL Project No. 00-23BG0113)

Dear Mr. Amidei:

On Thursday, March 30, 2023 at 10:00 a.m. bids were received virtually and opened publicly via zoom meeting for the 2023 Alley Improvement Project. Five (5) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 464,710.00
1	J. Nardulli Concrete, Inc.	\$ 436,053.25
2	Triggi Construction, Inc.	\$ 512,175.00
3	Davis Concrete Construction Co	\$ 531,221.00
4	Schroeder & Schroeder Inc.	\$ 538,029.50
5	Martam Construction, Inc.	\$ 568,063.00

J. Nardulli Concrete, Inc. is the low bidder with a bid of \$ 436,053.25. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with J. Nardulli Concrete, Inc. previously and they appear qualified to perform this work.

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

Sincerely,

James F. Amelio, PE  
Group Lead

cc: Sal Stella – Village of Forest Park

Forest Park 2023 Alley Improvements (#8427030)  
Owner: Village of Forest Park  
Solicitor: Christopher B Burke Engineering Ltd  
03/30/2023 10:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		J. Nardulli Concrete, Inc.		Triggi Construction, Inc.		Davis Concrete Construction Co		Schroeder & Schroeder Inc.		Martam Construction, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	20200100	EARTH EXCAVATION	CY	243	\$50.00	\$12,150.00	\$42.50	\$10,327.50	\$75.00	\$18,225.00	\$20.00	\$4,860.00	\$57.00	\$13,851.00	\$89.00	\$21,627.00
2	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	160	\$45.00	\$7,200.00	\$15.00	\$2,400.00	\$40.00	\$6,400.00	\$20.00	\$3,200.00	\$57.00	\$9,120.00	\$89.00	\$14,240.00
3	20700220	POUROUS GRANULAR EMBANKMENT	CY	160	\$45.00	\$7,200.00	\$15.00	\$2,400.00	\$35.00	\$5,600.00	\$10.00	\$1,600.00	\$40.00	\$6,400.00	\$68.00	\$10,880.00
4	20800250	TRENCH BACKFILL, SPECIAL (CA-7)	CY	285	\$45.00	\$12,825.00	\$35.00	\$9,975.00	\$35.00	\$9,975.00	\$47.00	\$13,395.00	\$47.00	\$13,395.00	\$74.00	\$21,090.00
5	28000510	INLET FILTERS	EACH	9	\$250.00	\$2,250.00	\$130.00	\$1,170.00	\$150.00	\$1,350.00	\$50.00	\$450.00	\$185.00	\$1,665.00	\$250.00	\$2,250.00
6	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SY	1595	\$13.00	\$20,735.00	\$10.00	\$15,950.00	\$15.00	\$23,925.00	\$12.00	\$19,140.00	\$12.00	\$19,140.00	\$11.00	\$17,545.00
7	42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SY	1595	\$80.00	\$127,600.00	\$75.00	\$119,625.00	\$88.50	\$141,157.50	\$95.00	\$151,525.00	\$115.00	\$183,425.00	\$112.00	\$178,640.00
8	42001650	PAVEMENT FABRIC (SPECIAL)	SY	1595	\$9.00	\$14,355.00	\$10.00	\$15,950.00	\$10.00	\$15,950.00	\$7.00	\$11,165.00	\$2.00	\$3,190.00	\$15.00	\$23,925.00
9	42400430	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SF	75	\$13.00	\$975.00	\$12.00	\$900.00	\$15.00	\$1,125.00	\$25.00	\$1,875.00	\$15.00	\$1,125.00	\$22.00	\$1,650.00
10	44000600	SIDEWALK REMOVAL	SF	75	\$3.00	\$225.00	\$3.00	\$225.00	\$5.00	\$375.00	\$5.00	\$375.00	\$5.00	\$375.00	\$8.00	\$600.00
11	44004400	PAVEMENT REMOVAL (SPECIAL)	SY	1595	\$20.00	\$31,900.00	\$13.00	\$20,735.00	\$17.50	\$27,912.50	\$20.00	\$31,900.00	\$15.00	\$23,925.00	\$24.00	\$38,280.00
12	44201745	CLASS D PATCHES, TYPE IV, 8"	SY	35	\$100.00	\$3,500.00	\$100.00	\$3,500.00	\$85.00	\$2,975.00	\$60.00	\$2,100.00	\$88.00	\$3,080.00	\$175.00	\$6,125.00
13	55100200	STORM SEWER REMOVAL 6"	LF	10	\$25.00	\$250.00	\$10.00	\$100.00	\$10.00	\$100.00	\$50.00	\$500.00	\$50.00	\$500.00	\$30.00	\$300.00
14	60200102	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	\$6,000.00	\$36,000.00	\$5,000.00	\$30,000.00	\$5,000.00	\$30,000.00	\$6,950.00	\$41,700.00	\$6,950.00	\$41,700.00	\$4,500.00	\$27,000.00
15	60230104	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$3,000.00	\$6,000.00	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$2,450.00	\$4,900.00	\$2,450.00	\$4,900.00	\$2,500.00	\$5,000.00
16	60500050	REMOVING CATCH BASINS	EACH	1	\$750.00	\$750.00	\$500.00	\$500.00	\$500.00	\$500.00	\$425.00	\$425.00	\$425.00	\$425.00	\$600.00	\$600.00
17	70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00	\$5,000.00	\$5,000.00	\$57,120.00	\$57,120.00	\$15,750.00	\$15,750.00	\$32,000.00	\$32,000.00
18	Z00009900	AGGREGATE FOR TEMPORARY ACCESS	TON	10	\$16.00	\$160.00	\$1.00	\$10.00	\$50.00	\$500.00	\$35.00	\$350.00	\$25.00	\$250.00	\$40.00	\$400.00
19	Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$6,000.00	\$6,000.00	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00	\$5,260.00	\$5,260.00	\$28,000.00	\$28,000.00	\$5,000.00	\$5,000.00
20	X0326806	WASHOUT BASIN	L. SUM	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00
21	XX003668	PRECONSTRUCTION VIDEO TAPING	L. SUM	1	\$1,250.00	\$1,250.00	\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
22	N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8"	SY	550	\$80.00	\$44,000.00	\$88.00	\$48,400.00	\$125.00	\$68,750.00	\$125.00	\$68,750.00	\$95.00	\$52,250.00	\$95.00	\$52,250.00
23	N/A	HMA DRIVEWAY REMOVAL AND REPLACMENT	SY	195	\$70.00	\$13,650.00	\$45.00	\$8,775.00	\$100.00	\$19,500.00	\$65.00	\$12,675.00	\$67.50	\$13,162.50	\$75.00	\$14,625.00
24	N/A	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SF	55	\$25.00	\$1,375.00	\$17.00	\$935.00	\$25.00	\$1,375.00	\$20.00	\$1,100.00	\$25.00	\$1,375.00	\$58.00	\$3,190.00
25	N/A	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	80	\$50.00	\$4,000.00	\$47.00	\$3,760.00	\$60.00	\$4,800.00	\$69.00	\$5,520.00	\$50.00	\$4,000.00	\$68.00	\$5,440.00
26	N/A	DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	EACH	2	\$350.00	\$700.00	\$150.00	\$300.00	\$300.00	\$600.00	\$300.00	\$600.00	\$500.00	\$1,000.00	\$650.00	\$1,300.00
27	N/A	STORM SEWERS, 8" (SPECIAL)	LF	653	\$100.00	\$65,300.00	\$120.00	\$78,360.00	\$135.00	\$88,155.00	\$92.00	\$60,076.00	\$92.00	\$60,076.00	\$67.00	\$43,751.00
28	N/A	CORED CONNECTION TO STRUCTURE / SEWER	EACH	2	\$1,300.00	\$2,600.00	\$1,080.00	\$2,160.00	\$1,000.00	\$2,000.00	\$1,450.00	\$2,900.00	\$1,450.00	\$2,900.00	\$800.00	\$1,600.00
29	N/A	STRUCTURE TO BE ADJUSTED	EACH	2	\$420.00	\$840.00	\$400.00	\$800.00	\$500.00	\$1,000.00	\$525.00	\$1,050.00	\$525.00	\$1,050.00	\$600.00	\$1,200.00
30	N/A	TENSAR TRIAX 130S GEOGRID	SY	1595	\$4.00	\$6,380.00	\$3.50	\$5,582.50	\$5.00	\$7,975.00	\$6.00	\$9,570.00	\$5.00	\$7,975.00	\$9.00	\$14,355.00
31	N/A	EDGE SLOPE ADJUSTMENT	LF	295	\$12.00	\$3,540.00	\$8.35	\$2,463.25	\$10.00	\$2,950.00	\$12.00	\$3,540.00	\$15.00	\$4,425.00	\$20.00	\$5,900.00
32	N/A	HALF TRAP	EACH	2	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$1,050.00	\$2,100.00	\$1,050.00	\$2,100.00	\$650.00	\$1,300.00
33	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	10000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
Base Bid Total:						\$464,710.00		\$436,053.25		\$512,175.00		\$531,221.00		\$538,029.50		\$568,063.00

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

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

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

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional construction engineering services for the Project for a total estimated cost of Thirty-Two Thousand Eight Hundred and 00/100 Dollars (\$32,800.00) ("Proposal"); and

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

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

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

Section 2. It is hereby determined that the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal with Burke, for the furnishing of professional construction engineering services for the Project.

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

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of April, 2023

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**EXHIBIT A**

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
2023 ALLEY IMPROVEMENT PROJECT  
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES PROPOSAL**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

April 4, 2023

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering  
for the 2023 Alley Improvements

Dear Mr. Amidei:

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

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the project consists of Portland Cement Concrete Pavement, subbase granular material, storm sewer and drainage structures, driveway removal and replacement, curb and gutter removal and replacement, and PCC sidewalks designed by CBBEL. The improvements are located on the 900 Block Alley Dunlop-Lathrop and 1100 Block Alley Circle-Marengo in the Village of Forest Park. It is our understanding that the Village will be using Local funds and the work shall be completed by July 28, 2023.

**SCOPE OF WORK**

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

**Task 1 – Pre-Construction Services**

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

### **Task 2 – Construction Observation**

CBBEL will provide one part-time Resident Engineer (4 hours / day) for the duration of the Project (assumes 40 Working Days). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many similar projects for the Village of Forest Park.

Construction observation will include the following tasks:

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

### **Task 3 – Post-Construction**

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

**Task 4 – Material Testing (by others)**

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

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

**ESTIMATE OF FEE**

Our Estimate of Fee is \$32,800.00 as shown on the attached exhibit A.

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

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



CBBEL WORK EFFORT  
Village of Forest Park

Construction Engineering - 2023 Alley Improvements

	Personnel & Hours		Total Hours	% of Hours	Total Cost
	ENG V	Engineer III			
Rate	\$220.00	\$160.00			
Pre-Construction Services	2	6	8	4.3%	\$ 1,400.00
Construction Observation		160	160	87.0%	\$ 25,600.00
Post-Construction	4	12	16	8.7%	\$ 2,800.00
Subtotal	6	178	184		
% of Hours	3.3%	96.7%			
Total Cost	\$ 1,320.00	\$ 28,480.00	\$ 29,800.00		\$ 29,800.00
Direct Costs					
Material Testing					\$ 3,000.00
Total Cost					\$ 32,800.00

*\*\*Estimated 4 hours / day for 40 Working Days*

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%
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\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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

**A RESOLUTION AUTHORIZING THE AWARD FOR THE 2023 WATERMAIN  
IMPROVEMENT PROJECT CONTRACT TO UNO CONSTRUCTION CO., INC.**

WHEREAS, the Village of Forest Park previously approved specifications and re-advertised for bids for the 2023 Watermain Improvement Project ("Project"); and

WHEREAS, on March 30, 2023, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and six (6) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	<b>COMPANY</b>	<b>BID</b>
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$2,702,165.00</i>
1	Uno Construction Co., Inc.	\$2,636,531.00
2	Swallow Construction	\$2,675,609.50
3	Bolder Contractors	\$3,116,134.00
4	Martam Construction, Inc.	\$3,138,441.00
5	Millennium Contracting Co.	\$3,334,465.00
6	Reliable Contracting & Equipment	\$4,468,000.00

WHEREAS, Uno Construction Co., Inc. was the apparent lowest responsible and qualified bidder for the Project and provided the correct forms required for the Project, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined Uno Construction Co., Inc. to be a lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to Uno Construction Co., Inc. for the bid in the amount of Two Million Six Hundred Thirty-Six Thousand Five Hundred Thirty-One and 00/100 Dollars (\$2,636,531.00); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Uno Construction Co., Inc., for the bid in the amount of Two Million Six Hundred Thirty-Six Thousand Five Hundred Thirty-One and 00/100 Dollars (\$2,636,531.00); and

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

contract to Uno Construction Co., Inc., pursuant to the bid for the Project, and that the Village Clerk attest to the Mayor's signature on said documents.

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Uno Construction Co., Inc., for the bid in the amount of Two Million Six Hundred Thirty-Six Thousand Five Hundred Thirty-One and 00/100 Dollars (\$2,636,531.00).

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible and qualified bidder, Uno Construction Co., Inc., for the bid in the amount of Two Million Six Hundred Thirty-Six Thousand Five Hundred Thirty-One and 00/100 Dollars (\$2,636,531.00).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of April, 2023.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this 10<sup>th</sup> day of April, 2023.

---

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of April, 2023.

---

Vanessa Moritz, Village Clerk



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

March 30, 2023

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

Subject: 2023 Watermain Improvement Project  
**Bid Results / Recommendation of Award**  
(CBBEL Project No. 00-23BG0105)

Dear Mr. Amidei:

On Thursday, March 30, 2023 at 10:00 a.m. bids were received virtually and opened publicly via zoom meeting for the 2023 Watermain Improvement Project. Six (6) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 2,702,165.00
1	Uno Construction Co Inc	\$ 2,636,531.00
2	Swallow Construction	\$ 2,675,609.50
3	Bolder Contractors	\$ 3,116,134.00
4	Martam Construction, Inc.	\$ 3,138,441.00
5	Millennium Contracting Co.	\$ 3,334,465.00
6	Reliable Contracting & Equipment	\$ 4,468,000.00

Uno Construction Co. Inc. is the low bidder with a bid of \$ 2,636,531.00. We have reviewed their bid document and find it to be in order. The Village and CBBEL have worked with Uno Construction Co. Inc. previously and they appear qualified to perform this work.

Please recall that this project consists only of the watermain improvements. Roadway restoration shall be bid out separately due to funding and scheduling requirements as the roadway will be using MFT Rebuild Bond Illinois funding.

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

Sincerely,

James F. Amelio, PE  
Group Lead

cc: Sal Stella – Village of Forest Park

Forest Park 2023 Watermain Improvements (#8428089)  
Owner: Village of Forest Park  
Solicitor: Village of Forest Park  
03/30/2023 10:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Uno Construction Co Inc		Swallow Construction		Bolder Contractors		Martam Construction, Inc.		Millennium Contracting Co.		Reliable Contracting & Equipment	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	20101100	TREE TRUNK PROTECTION	EACH	44	\$150.00	\$6,600.00	\$24.00	\$1,056.00	\$100.00	\$4,400.00	\$100.00	\$4,400.00	\$200.00	\$8,800.00	\$125.00	\$5,500.00	\$85.00	\$3,740.00
2	NA	TRENCH BACKFILL (SPECIAL)	CU YD	2250	\$50.00	\$112,500.00	\$45.00	\$101,250.00	\$48.75	\$109,687.50	\$48.00	\$108,000.00	\$69.00	\$155,250.00	\$30.00	\$67,500.00	\$10.50	\$23,625.00
3	55100400	STORM SEWER REMOVAL, 10"	FOOT	104	\$20.00	\$2,080.00	\$15.00	\$1,560.00	\$6.00	\$624.00	\$6.00	\$624.00	\$20.00	\$2,080.00	\$10.00	\$1,040.00	\$129.50	\$13,468.00
4	55100500	STORM SEWER REMOVAL, 12"	FOOT	293	\$20.00	\$5,860.00	\$15.00	\$4,395.00	\$6.00	\$1,758.00	\$6.00	\$1,758.00	\$20.00	\$5,860.00	\$10.00	\$2,930.00	\$125.00	\$36,625.00
5	55100700	STORM SEWER REMOVAL, 15"	FOOT	55	\$25.00	\$1,375.00	\$20.00	\$1,100.00	\$6.00	\$330.00	\$6.00	\$330.00	\$20.00	\$1,100.00	\$10.00	\$550.00	\$127.27	\$6,999.85
6	55100900	STORM SEWER REMOVAL, 18"	FOOT	22	\$25.00	\$550.00	\$10.00	\$220.00	\$6.00	\$132.00	\$6.00	\$132.00	\$20.00	\$440.00	\$10.00	\$220.00	\$258.31	\$5,682.82
7	56100010	DUCTILE IRON WATER MAIN TEE, 8" X 4"	EACH	1	\$500.00	\$500.00	\$700.00	\$700.00	\$655.00	\$655.00	\$510.00	\$510.00	\$580.00	\$580.00	\$600.00	\$600.00	\$300.00	\$300.00
8	56100015	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EACH	6	\$525.00	\$3,150.00	\$700.00	\$4,200.00	\$785.00	\$4,710.00	\$510.00	\$3,060.00	\$650.00	\$3,900.00	\$610.00	\$3,660.00	\$350.00	\$2,100.00
9	56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	1	\$525.00	\$525.00	\$700.00	\$700.00	\$785.00	\$785.00	\$580.00	\$580.00	\$700.00	\$700.00	\$650.00	\$650.00	\$670.00	\$670.00
10	56101150	DUCTILE IRON WATER MAIN REDUCER, 8" X 6"	EACH	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$290.00	\$870.00	\$400.00	\$1,200.00	\$356.00	\$1,068.00	\$278.00	\$834.00
11	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	125	\$140.00	\$17,500.00	\$75.00	\$9,375.00	\$120.00	\$15,000.00	\$280.00	\$35,000.00	\$125.00	\$15,625.00	\$180.00	\$22,500.00	\$371.56	\$46,445.00
12	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	2272	\$140.00	\$318,080.00	\$135.00	\$306,720.00	\$95.00	\$215,840.00	\$300.00	\$681,600.00	\$132.00	\$299,904.00	\$180.00	\$408,960.00	\$165.00	\$374,880.00
13	56103200	DUCTILE IRON WATER MAIN 10"	FOOT	10	\$140.00	\$1,400.00	\$130.00	\$1,300.00	\$100.00	\$1,000.00	\$340.00	\$3,400.00	\$320.00	\$3,200.00	\$220.00	\$2,200.00	\$128.00	\$1,280.00
14	56103300	DUCTILE IRON WATER MAIN 12"	FOOT	15	\$140.00	\$2,100.00	\$130.00	\$1,950.00	\$850.00	\$12,750.00	\$350.00	\$5,250.00	\$335.00	\$5,025.00	\$220.00	\$3,300.00	\$77.05	\$1,155.75
15	56104900	WATER VALVES 6"	EACH	1	\$3,300.00	\$3,300.00	\$3,500.00	\$3,500.00	\$1,650.00	\$1,650.00	\$3,600.00	\$3,600.00	\$2,800.00	\$2,800.00	\$1,808.00	\$1,808.00	\$4,880.00	\$4,880.00
16	56105000	WATER VALVES 8"	EACH	8	\$3,300.00	\$26,400.00	\$3,600.00	\$28,800.00	\$5,000.00	\$40,000.00	\$5,300.00	\$42,400.00	\$3,600.00	\$28,800.00	\$2,508.00	\$20,064.00	\$9,597.00	\$76,776.00
17	56105100	WATER VALVES 10"	EACH	1	\$3,500.00	\$3,500.00	\$3,700.00	\$3,700.00	\$4,650.00	\$4,650.00	\$5,500.00	\$5,500.00	\$4,400.00	\$4,400.00	\$3,500.00	\$3,500.00	\$10,597.00	\$10,597.00
18	56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EACH	15	\$775.00	\$11,625.00	\$750.00	\$11,250.00	\$650.00	\$9,750.00	\$600.00	\$9,000.00	\$450.00	\$6,750.00	\$400.00	\$6,000.00	\$370.00	\$5,550.00
19	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	300	\$50.00	\$15,000.00	\$75.00	\$22,500.00	\$105.00	\$31,500.00	\$80.00	\$24,000.00	\$95.00	\$28,500.00	\$130.00	\$39,000.00	\$278.00	\$83,400.00
20	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	4	\$1,400.00	\$5,600.00	\$300.00	\$1,200.00	\$150.00	\$600.00	\$1,400.00	\$5,600.00	\$900.00	\$3,600.00	\$350.00	\$1,400.00	\$500.00	\$2,000.00
21	56400820	FIRE HYDRANT WITH AUXILARY VALVE AND VALVE BOX	EACH	6	\$7,000.00	\$42,000.00	\$9,000.00	\$54,000.00	\$9,750.00	\$58,500.00	\$13,000.00	\$78,000.00	\$9,200.00	\$55,200.00	\$8,956.00	\$53,736.00	\$5,560.00	\$33,360.00
22	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$6,500.00	\$19,500.00	\$8,000.00	\$24,000.00	\$4,350.00	\$13,050.00	\$7,500.00	\$22,500.00	\$4,500.00	\$13,500.00	\$4,600.00	\$13,800.00	\$10,540.00	\$31,620.00
23	60249010	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	10	\$5,000.00	\$50,000.00	\$4,800.00	\$48,000.00	\$4,425.00	\$44,250.00	\$8,500.00	\$85,000.00	\$7,800.00	\$78,000.00	\$5,000.00	\$50,000.00	\$4,125.00	\$41,250.00
24	60257900	MANHOLES TO BE RECONSTRUCTED	EACH	19	\$1,500.00	\$28,500.00	\$2,000.00	\$38,000.00	\$2,300.00	\$43,700.00	\$2,150.00	\$40,850.00	\$1,600.00	\$30,400.00	\$3,000.00	\$57,000.00	\$2,500.00	\$47,500.00
25	67100100	MOBILIZATION	L SUM	1	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$214,000.00	\$214,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$20,000.00	\$20,000.00	\$53,949.91	\$53,949.91
26	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$2,500.00	\$2,500.00	\$50,000.00	\$50,000.00	\$85,000.00	\$85,000.00	\$1,000.00	\$1,000.00	\$92,000.00	\$92,000.00	\$75,000.00	\$75,000.00	\$6,100.00	\$6,100.00
27	X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$3,600.00	\$3,600.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
28	X0325366	STORM SEWER REPAIR	FOOT	30	\$500.00	\$15,000.00	\$45.00	\$1,350.00	\$140.00	\$4,200.00	\$200.00	\$6,000.00	\$360.00	\$10,800.00	\$200.00	\$6,000.00	\$100.00	\$3,000.00
29	X0327785	CURED-IN-PLACE PIPE LINER, 12"	FOOT	606	\$100.00	\$60,600.00	\$80.00	\$48,480.00	\$85.00	\$51,510.00	\$100.00	\$60,600.00	\$98.00	\$59,388.00	\$275.00	\$166,650.00	\$204.00	\$123,624.00
30	X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	200	\$40.00	\$8,000.00	\$2.00	\$400.00	\$9.00	\$1,800.00	\$100.00	\$20,000.00	\$60.00	\$12,000.00	\$125.00	\$25,000.00	\$200.00	\$40,000.00
31	X5610700	WATER MAIN REMOVAL	FOOT	70	\$40.00	\$2,800.00	\$45.00	\$3,150.00	\$2.00	\$140.00	\$90.00	\$6,300.00	\$30.00	\$2,100.00	\$10.00	\$700.00	\$10.00	\$700.00
32	X6026622	VALVE VAULTS TO BE REMOVED	EACH	8	\$750.00	\$6,000.00	\$800.00	\$6,400.00	\$605.00	\$4,840.00	\$1,000.00	\$8,000.00	\$600.00	\$4,800.00	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00
33	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$54,000.00	\$54,000.00	\$266,000.00	\$266,000.00	\$72,000.00	\$72,000.00	\$20,000.00	\$20,000.00	\$2,900.00	\$2,900.00
34	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	6	\$650.00	\$3,900.00	\$8,000.00	\$48,000.00	\$605.00	\$3,630.00	\$1,000.00	\$6,000.00	\$600.00	\$3,600.00	\$1,000.00	\$6,000.00	\$500.00	\$3,000.00
35	N/A	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1310	\$75.00	\$98,250.00	\$70.00	\$91,700.00	\$73.00	\$95,630.00	\$75.00	\$98,250.00	\$73.00	\$95,630.00	\$85.00	\$111,350.00	\$75.50	\$98,905.00
36	N/A	ITEMS ORDERED BY ENGINEER	EACH	30000	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00
37	N/A	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	7	\$1,500.00	\$10,500.00	\$3,500.00	\$24,500.00	\$8,500.00	\$59,500.00	\$13,000.00	\$91,000.00	\$4,200.00	\$29,400.00	\$10,000.00	\$70,000.00	\$10,136.00	\$70,952.00
38	N/A	PLUG AND BLOCK EXISTING WATER MAIN (SPECIAL)	EACH	7	\$1,500.00	\$10,500.00	\$4,000.00	\$28,000.00	\$1,500.00	\$10,500.00	\$3,000.00	\$21,000.00	\$2,800.00	\$19,600.00	\$6,000.00	\$42,000.00	\$1,000.00	\$7,000.00
39	N/A	SANITARY SEWER REMOVAL AND REPLACEMENT, 12"	FOOT	120	\$150.00	\$18,000.00	\$660.00	\$79,200.00	\$300.00	\$36,000.00	\$410.00	\$49,200.00	\$576.00	\$69,120.00	\$250.00	\$30,000.00	\$561.50	\$67,380.00
40	N/A	SANITARY SEWER REMOVAL AND REPLACEMENT, 15"	FOOT	55	\$175.00	\$9,625.00	\$400.00	\$22,000.00	\$265.00	\$14,575.00	\$440.00	\$24,200.00	\$712.00	\$39,160.00	\$300.00	\$16,500.00	\$760.00	\$41,800.00
41	N/A	SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-5 LF	EACH	18	\$2,000.00	\$36,000.00	\$400.00	\$7,200.00	\$5,500.00	\$99,000.00	\$1,200.00	\$21,600.00	\$382.00	\$6,876.00	\$2,500.00	\$45,000.00	\$100.00	\$1,800.00
42	N/A	STORM SEWER DUCTILE IRON 10"	FOOT	104	\$100.00	\$10,400.00	\$450.00	\$46,800.00	\$147.00	\$15,288.00	\$290.00	\$30,160.00	\$142.00	\$14,768.00	\$220.00	\$22,880.00	\$129.50	\$13,468.00
43	N/A	STORM SEWER DUCTILE IRON 12"	FOOT	293	\$100.00	\$29,300.00	\$350.00	\$102,550.00	\$250.00	\$73,250.00	\$300.00	\$87,900.00	\$155.00	\$45,415.00	\$243.00	\$71,199.00	\$125.00	\$36,625.00
44	N/A	STORM SEWER DUCTILE IRON 15"	FOOT	55	\$135.00	\$7,425.00	\$100.00	\$5,500.00	\$205.00	\$11,275.00	\$340.00	\$18,700.00	\$208.00	\$11,440.00	\$300.00	\$16,500.00	\$127.27	\$6,999.85
45	N/A	STORM SEWER DUCTILE IRON 18"	FOOT	22	\$135.00	\$2,970.00	\$100.00	\$2,200.00	\$275.00	\$6,050.00	\$380.00	\$8,360.00	\$315.00	\$6,930.00	\$400.00	\$8,800.00	\$258.31	\$5,682.82
46	N/A	SURGE SUPPRESSOR	EACH	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00	\$5,000.00	\$5,000.00	\$9,350.00	\$9,350.00
47	N/A	VIDEO TAPING (INTERIOR AND EXTERIOR)	L SUM	1	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$750.00	\$750.00
48	N/A	WATER SERVICE INTERIOR RESTORATION	EACH	129	\$750.00	\$96,750.00	\$700.00	\$90,300.00	\$1,000.00	\$129,000.00	\$300.00	\$38,700.00	\$1,500.00	\$193,500.00	\$1,000.00	\$129,000.00	\$600.00	\$77,400.00
49	N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EACH	129	\$8,000.00	\$1,032,000.00	\$5,425.00	\$699,825.00	\$5,200.00	\$670,800.00	\$4,500.00	\$580,500.00	\$7,200.00	\$928,800.00	\$8,600.00	\$1,109,400.00	\$15,800.00	\$2,038,200.00
50	N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EACH	50	\$5,000.00	\$250,000.00	\$6,000.00	\$300,000.00	\$3,600.00	\$180,000.00	\$3,300.00	\$165,000.00	\$4,700.00	\$235,000.00	\$7,000.00	\$350,000.00	\$8,625.00	\$431,250.00
51	N/A	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EACH	49	\$4,500.00	\$220,500.00	\$4,500.00	\$220,500.00	\$3,000.00	\$147,000.00	\$2,300.00	\$112,700.00	\$3,900.00	\$191,100.00	\$3,500.00	\$171,500.00	\$8,825.00	\$432,425.00
Base Bid Total:						\$2,702,165.00		\$2,636,531.00		\$2,675,609.50		\$3,116,134.00		\$3,138,441.00		\$3,334,465.00		\$4,468,000.00



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

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

WHEREAS, Christopher B. Burke Engineering, Ltd. ("Burke") has proposed to provide the professional construction engineering services for the Project for a total estimated cost of One Hundred Sixty-Nine Thousand Nine Hundred Sixty and 00/100 Dollars (\$169,960.00) ("Proposal"); and

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

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

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

Section 2. It is hereby determined that the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the public interest that the Village enter into the Proposal with Burke, for the furnishing of professional construction engineering services for the Project.

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

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of April, 2023.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED

\_\_\_\_\_  
Vanessa Moritz, Village Clerk

**EXHIBIT A**

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
2023 WATERMAIN IMPROVEMENTS PROJECT  
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES PROPOSAL**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

April 4, 2023

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering  
for the 2023 Watermain Improvements

Dear Mr. Amidei:

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

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the project consists of consists of watermain replacement, Class D patches, parkway restoration, and collateral work in the plans and specifications as designed by CBBEL. The improvements are located on Ferdinand Avenue from Roosevelt Road to Harrison Street and on Wilcox Avenue from Railroad Tracks from Des Plaines Avenue in the Village of Forest Park. It is our understanding that the Village will be using Local funds and the work shall be completed by 110 Working Days.

**SCOPE OF WORK**

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

**Task 1 – Pre-Construction Services**

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

### **Task 2 – Construction Observation**

CBBEL will provide one full-time Resident Engineer (8 hours / day) for the duration of the Project (assumes 110 Working Days). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer for this project; Mr. Bahn has successfully performed services on many similar projects for the Village of Forest Park.

Construction observation will include the following tasks:

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

### **Task 3 – Post-Construction**

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

**Task 4 – Material Testing (by others)**

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

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

**ESTIMATE OF FEE**

Our Estimate of Fee is \$169,960.00 as shown on the attached exhibit A.

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

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CBBEL WORK EFFORT  
Village of Forest Park

Construction Engineering - 2023 Watermain Improvements

	Personnel & Hours		Total Hours	% of Hours	Total Cost
	ENG V	Engineer III			
Rate	\$220.00	\$160.00			
Pre-Construction Services	2	40	42	4.1%	\$ 6,840.00
Construction Observation	12	880	892	87.6%	\$ 143,440.00
Post-Construction	4	80	84	8.3%	\$ 13,680.00
Subtotal	18	1000	1018		
% of Hours	1.8%	98.2%			
Total Cost	\$ 3,960.00	\$ 160,000.00	\$ 163,960.00		\$ 163,960.00
Direct Costs					
Material Testing					\$ 6,000.00
Total Cost					\$ 169,960.00

*\*\*Estimated 8 hours / day for 110 Working Days*

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%
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\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

June 13, 2005

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**A RESOLUTION AUTHORIZING THE WAIVER  
OF THE HIRING FREEZE FOR IMRF EMPLOYEES REGARDING  
THE HIRING OF A FULL-TIME ADMINISTRATION/ACCOUNTS RECEIVABLE  
CLERK**

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

WHEREAS, the Village has found a need to hire one (1) Administration/Accounts Receivable Clerk employee in its Village Clerk's Office to fill a vacancy.

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

Section 1. The restrictions on hiring imposed by Resolution R-46-06 are hereby waived only to the extent to allow for the Village to hire one (1) full-time Administration/Accounts Receivable Clerk.

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

Resolved this 10<sup>th</sup> day of April, 2023.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Rory E. Hoskins, Mayor

ATTESTED:

\_\_\_\_\_  
Vanessa Moritz, Village Clerk



## Group Sales Booking Agreement

Your Contact: Jennifer Ruhe  
jruhe@blueman.com

Dear Brenda Powers,

Thank you for including **BLUE MAN GROUP** in your special event calendar! Everyone loves **BLUE MAN GROUP**, and we are certain that your group will too!

Following is your group sales booking agreement. Please read the terms closely, sign and return it to secure your group booking! **Remember, your reservation is not confirmed until payment has been received.**

We like to inform our clients that due to the quantity of buses dropping off around our theatre, traffic becomes a hindrance for both our neighbors and patrons. To help with traffic congestion, we recommend arriving at the theatre **30-45 minutes** prior to your curtain time. All patrons will be Bodily checked over with a hand-held electronic detection device and their bags searched by security prior to entry.

Enjoy your show!

Blue Man Group

Group & Contact Information			
<b>Group</b>	Howard Mohr Community Center	<b>Company</b>	Howard Mohr Community Center
<b>Contact</b>	Brenda Powers	<b>Address</b>	7640 Jackson Blvd. Forest Park, IL
<b>Phone</b>	(708) 771-7737		
<b>Email</b>	bpowers@forestpark.net		

Performance & Ticket Information			
<b>Production</b>		Briar Street Theatre	
<b>Date</b>		May 17, 2023	
<b>Time</b>		2:00 PM	
<b>Quantity</b>	<b>Cost Per Ticket</b>	<b>Description</b>	<b>Total</b>
1	\$10.00	Mailing Fee	\$10.00
25	\$70.00	Main Floor Seating	\$1,750.00
<b>Grand Total</b>			<b>\$1,760.00</b>

Additional Notes:

The following terms and conditions are designed to ensure a convenient and efficient booking process for the group ticket buyers (henceforth "Group") and a safe and enjoyable show for all ticket holders (henceforth "Guests").

Group Sales Policies
<ul style="list-style-type: none"> <li>It is the responsibility of the <b>Group</b> to ensure that all <b>Guests</b> are informed of all terms and conditions contained herein.</li> <li>As is the nature of live entertainment, performance schedule is subject to change.</li> <li>A group consists of 10 or more tickets at a single performance with one method of payment.</li> <li>Seats are assigned as best available in the chosen category at the time of reservation. Seats will not be held without payment.</li> <li><b>Group</b> shall not in any way, resell, transfer, or distribute the tickets to any other party, ticket broker, or reseller in exchange for any consideration whatsoever, without express written permission by Blue Man Group (henceforth "BMG")</li> <li><b>Group</b> shall not be entitled to carry any public promotion for the distribution of the tickets through any media whatsoever, including, without limitation, print, billboards, internet, television, or radio, without express written permission by <b>BMG</b>.</li> <li>Subject to prior written approval from <b>BMG</b>, <b>Group</b> may be permitted to promote the distribution of tickets by any non-public means normally used by <b>Group</b> for the promotion of its activities, including private mailing.</li> <li><b>Group</b> must provide any changes to this Booking Agreement (name changes, additional tickets, etc.) in writing at least 24 hours prior to performance time and are subject to <b>BMG</b> approval and attrition restrictions.</li> </ul>
Attrition
<ul style="list-style-type: none"> <li>If <b>Group</b> wishes to reduce the number of purchased tickets, a request must be received <b>30 days prior</b> to the performance date.</li> <li>Only one reduction of numbers is permitted.</li> <li><b>Group</b> must maintain a minimum purchase of 10 tickets. If your final group number falls below 10, your tickets will be sold to you at regular box office prices, including any applicable service charges.</li> <li>No refunds shall be awarded <b>within 30 days</b> of performance date.</li> <li>Refunds may take up to 30 days following the performance date to be processed.</li> <li>Notwithstanding anything to the contrary in the present terms and conditions, <b>once tickets are mailed or picked up, the order is considered final and no refunds are available.</b></li> </ul>

<b>Ticket Pick Up (when applicable)</b>
<ul style="list-style-type: none"> <li>• Tickets will only be released at the will call window to the credit card holder, or authorized person with proper valid photo ID and confirmation number.</li> <li>• Group confirmation email/receipt will list box office hours. It is recommended to pick up tickets at least <b>60 minutes</b> prior to performance time.</li> <li>• <b>Group</b> is responsible for distributing all tickets to <b>Guests</b> in advance of the performance.</li> <li>• <b>BMG</b>, and/or its affiliates are not responsible for any lost, stolen, or misplaced tickets. Tickets cannot be reprinted</li> </ul>
<b>Performance Start Time and Seating Policy</b>
<ul style="list-style-type: none"> <li>• All seating is assigned (i.e. there is no general admission seating). All <b>Guests</b> are required to sit in the seats printed on tickets.</li> <li>• Seating begins 30 minutes prior to each performance. <b>Guests</b> must be in their seats no later than 15 minutes prior to show time or their seat locations will not be guaranteed.</li> <li>• Any late arrivals may be subject to temporary seating holds by theater and/or staff for the safety of <b>Guests</b> and performers.</li> <li>• If you anticipate that your group will require special assistance getting settled into the theater, please contact the Sales Manager as soon as possible, but no later than one week prior to your event.</li> <li>• <b>Guests</b> are subject to security screening when entering theater including metal detectors and/or bag checks. Suitcases, backpacks, and other large bags are not permitted in theaters.</li> <li>• Appropriate attire is required; Shoes are required.</li> </ul>
<b>Theater Etiquette</b>
<p>It is important to us that every audience member, performer, and staff member is provided with a safe, respectful environment in which to enjoy, participate in the show and work.</p> <ul style="list-style-type: none"> <li>• Group leaders are responsible for the conduct of their party and must provide adequate chaperones for the group. Chaperones should be interspersed with the group and are responsible for actively chaperoning their group in both the theatre and the lobby areas. If you have any questions about chaperone responsibility, please speak with the Sales Manager prior to your performance.</li> <li>• Authorized theater staff reserves the right, at its discretion, to remove any intoxicated or disorderly Guest, any Guest disrupting the performance or any Guest who put(s) audience members or performers at risk, including children.</li> <li>• The show is recommended for ages 8 and up, and children under 3 are not permitted. If you have any children under 8 in your party, please speak with the Sales Manager for advice.</li> </ul>
<b>Restrictions</b>
<ul style="list-style-type: none"> <li>• No still photography may be taken inside the theatre. Still photos may be taken in the lobby area only. Video and audio recording of any kind is not permitted. No laser pointers are permitted.</li> <li>• You may be asked to check your photography/video/recording equipment prior to entering the theater. Cell phones must be turned off and put away during performances.</li> <li>• No party favors or outside props of any kind (such as toilet paper or marshmallows) are permitted.</li> <li>• No drinks will be served during the show. Outside beverages are not permitted.</li> </ul>

Financial & Payment Information	
Signed Agreement Due	
Payment in Full Due	April 17, 2023
Amount to be Charged	\$1,760.00
Day of Contact Name and Cell Phone Number	
<ul style="list-style-type: none"> <li>Please allow a minimum of two business days for processing of payments. A confirmation/receipt will be sent upon clearance of funds.</li> </ul>	

Paying via Credit/Debit Card	
Credit cards will be charged once this signed agreement is received and ticket availability has been confirmed. Once a payment has been submitted, no alternate forms of payment will be accepted.	
Name on Card _____	
Card Type	<input type="radio"/> MasterCard <input type="radio"/> Visa <input type="radio"/> American Express <input type="radio"/> Discover <input type="radio"/> Diners <input type="radio"/> JTB
Card Number _____	
Expiration _____	Card Variation Code _____
Card Mailing Address: Street _____	
City _____	State _____ Zip _____
My signature below hereby acknowledges I understand and agree to the terms stated above; in addition, I authorize the Cirque du Soleil Entertainment Group to charge the total amount of this order in the above manner.	
Cardholder Printed Name	Cardholder Signature
	Date

It is the responsibility of the group leader to disseminate the above information to his/her group. Please contact the Sales Manager if you have any questions.

Signature below affirms understanding and compliance with all policies, terms, and conditions.

Signature (Required)		
<u>Rory Hoskins</u>	<u>[Signature]</u>	<u>3/28/2023</u>
Printed Name	Signature	Date



The Fireside Theatre

1131 Janesville Avenue, P.O. Box 7, Fort Atkinson, WI 53538

920-563-9505 • 800-477-9505 • Fax 920-563-3023

<https://firesidetheatre.com>

## Invoice

Order Number: 911341

Order Date: 2023-03-27 04:08 PM

Invoice Date: 2023-03-27 04:12 PM

## GROUP CONTRACT

TICKETS	DETAILS	AMOUNT									
Titanic Thu, Sep 28, 2023 10:30 AM	29 x Group Disc Chicken Waterford Pkg - Main Floor @ \$74.25 /each 1 x Group Comp Chicken Waterford Pkg - Main Floor @ \$0.00 /each	\$2,153.25									
	<table><tr><th>SECTION</th><th>ROW</th><th>SEAT</th></tr><tr><td>Sec X</td><td>D</td><td>1 - 20 (20)</td></tr><tr><td>Sec X</td><td>E</td><td>5 - 14 (10)</td></tr></table>	SECTION	ROW	SEAT	Sec X	D	1 - 20 (20)	Sec X	E	5 - 14 (10)	
SECTION	ROW	SEAT									
Sec X	D	1 - 20 (20)									
Sec X	E	5 - 14 (10)									

**TOTAL TICKETS AMOUNT : \$2,153.25**

### COMMENTS

**\*\*SIGNED CONTRACT AND DEPOSIT DUE BY APRIL 10, 2023 ... \*\*FINAL COUNT AND MEAL CHOICES DUE AUGUST 28, 2023. \*\*FINAL PAYMENT DUE SEPTEMBER 07, 2023 . \*\*\*\* 2023 Discount Group Rate is \$78.33 per person including the Show Meal, show and tax. EACH SHOW OFFERS 4 MEAL CHOICES TO BE CHOSEN BY FINAL COUNT DATE. ###MEAL CHOICES ARE: Chicken Waterford, Sliced Pork Tenderloin, Shrimp Tempura or Vegetarian.\*\*\* \*\*Coffee, tea and milk included in pricing.\*\*\* \*\*GRATUITY IS NOT INCLUDED AND CAN BE PRE-PAID ALONG WITH FINAL PAYMENT OR LEFT AT THE TABLE ON THE DAY OF THE SHOW. Recommended gratuity is \$5.00- \$7.00 per person. ##Upon arrival you will be given an Escort Envelope. ONE ESCORT PER GROUP BOOKING is designated as a VIP (with show drink, VIP tag and bakery gift). \*\*\* Thank you Brenda.**

### Billing Customer

CUSTOMER NUMBER: 123818

Forest Park Senior Citizens

Brenda Powers

7640 Jackson Blvd

Forest Park IL

60130-1812

[bpowers@forestpark.net](mailto:bpowers@forestpark.net)

TICKETS **\$2,153.25**

Sales Tax **\$118.32**

**TOTAL \$2,271.57**

PAYMENTS RECEIVED **\$0.00**

**DEPOSIT DUE \$30.00**

Mon, Apr 10, 2023

**BALANCE DUE \$2,271.57**

2023-09-07



## **DELIVERY METHOD**

### **Groups**

All Group Orders

### **GROUP CONTRACT AND DEPOSIT DUE DATE:**

Carefully review your rates, dates and theater seats, then return a SIGNED copy of this contract along with your deposit by the deadline noted on your contract. (14 business days from receipt). All payments must be made with the organization's check or credit card. Tax Certificates are required to offer the tax-exempt rate.

### **FINAL COUNT DUE DATE:**

Final Counts Due 4 weeks prior to show, date noted on contract. Final Counts should include the escort and guests. Once the final count is given, 2 seats can be released up to 48 hours in advance. Credit from released seats can be used for the next booking, within 12 months of the release date. The driver should not be included in count as they enjoy a complimentary meal. You may request the driver dine with group. If you wish the driver to join you with a reserved seat in the theatre only then should they be included in your final count.

If the final count falls below the Group minimum of 13, individual rate will be applied.

### **FINAL PAYMENT DUE DATE:**

The Balance Due 3 weeks prior to show, date is noted on your contract and will be based on your final count. Tax Exempt Group payments must be from the Organization.

### **CANCELLATION POLICY:**

Any cancellation of a booking is due at the same time as your final count deadline. DEPOSITS FOR CANCELLED BOOKING will be held in your account for future use and must be used within 12 months of the cancellation date.


### **ALL DATES, TIMES, PRICES AND MENUS ARE SUBJECT TO CHANGE**

**PLEASE NOTE THE DEADLINES ON THIS CONTRACT, MISSED DEADLINES FOR RETURNED CONTRACTS, DEPOSITS, FINAL COUNTS AND PAYMENTS MAY RESULT IN YOUR SEATS BEING RELEASED**

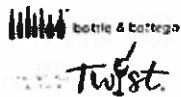
THANK YOU FOR BOOKING WITH THE FIRESIDE Call 800-477-9505, ask for Group Sales or email [groupsales@firesidetheatre.com](mailto:groupsales@firesidetheatre.com) with questions.

By signing this contract, you agree to and understand the policies and procedures noted above:

Please sign below:



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La Grange, IL / Manage Your Event

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# Howard Mohr Community Center Celebration

Wed, May 31 2023 - 11:00 AM to 1:30 PM

Your one stop shop for managing your event!

INFO

INVITES/GUESTS

AGREEMENT

## Agreement Terms

### Your Private Event Agreement

Location: Bottle & Bottega 1 W. Harris Ave. La Grange, IL 60525

Host Name: Brenda Powers

Phone: 708-771-7737

Event Date: Wednesday, May 31st

Arrival Time: 11am-11:30pm

Instruction: 11:30pm-1:00pm

Pics and Clean-Up: 1:00pm-1:30pm

Event Title: Howard Mohr Community Center Celebration

Per Person Rate: \$37pp to create 11x14 Canvas 1 1/2 hrs of instruction

Guest Minimum Requirement: Ten Guest Minimum

### TERMS & CONDITIONS

Due to our business license agreement with the Village of La Grange and State of Illinois- All Attendees must have a paid seat to attend the session\*. (Similar to a play, movie, sports event etc.).

\*Private Events for Kids allow for 3 adults to supervise per 10 guests. A lounge area is on-site ' for anyone wishing to stay on the premises. The Last 45mins of the event after instruction has

concluded is suitable for parents to return and have some visit time, sing happy birthday and enjoy any refreshments the hostess is wanting to provide. (BYOB license can only be utilized by guests 21yrs and older AND having a paid seat per our Village & State license agreement). Hosts wishing to include parents in the celebration and utilize the BYOB license are suggested to structure a Family Session Package. Ask our Event staff for details if interested.

Thank you for booking your private event with Bottle & Bottega La Grange! We are excited to celebrate creatively with you! Please review all of our private event terms and conditions, as we will need your signed and returned agreement to hold your date.

Private parties include all of your painting supplies, step-by-step instruction from our trained artist to create your requested image from our library. Each guest will take home their artwork creation at the conclusion of the event. Although aprons are provided, we recommend wearing something you wouldn't mind getting a little paint on- just in case!

All events begin promptly at the scheduled time; for that reason please instruct your guests arrive at the designated time to get settled and prepped to paint. We allow a 30 minute grace period after the artist has finished instruction. An additional studio fee of \$5 dollars per guest may be added to the total cost if your guests fail to arrive by the time the instruction starts resulting in an extension of the event time period or if your group exceeds the 30-minute grace period following the end of instruction.

\*\*Take advantage of our NEW HOST's page. The link shared with you is where the host can send invites, manage RSVP's, share on social media, select the image, pay the deposit/balance. The host can select if they will be paying for the entire event, everyone will pay separately which can be done using the event link, or we can set up registrations for \$0 if preferred. Please confirm with our events team how you would like registrations/payment to be. As the host of the private event, it is your responsibility to make sure that you have the minimum number of guests paid. Please note that you will be charged at least an amount equal to the minimum number of guests and price of seat regardless of attendance. No credit card information is saved.

Final guest count is due 1 week prior to your scheduled event. Full payment for event balance is due 48 hours prior to your scheduled event.

The deposit is nonrefundable; however, the deposit will be credited toward the payment for the minimum number of guests or the cancellation fee if the event is cancelled. Full payment based on the minimum number of guests or what is confirmed 1 week prior to the event is

required 48 hours prior to the event.

**Cancellation Policy:** We require at least seven days notice for cancellation. A fee in the amount of two seats and any event add-on or special supply order fees will be charged. All remaining funds will be returned. Less notification than 7 days will result in studio credit and a cancellation charge equal to two seats.

**For Adult Private Parties- Alcohol Policy:** Due to our BYOB license, minors aged 13 yrs + must have paid seat and be accompanied/supervised by paid parent or guardian. Alcohol consumption is permitted only for adults over 21. Please have an ID available.

**Artist Ratios:** Adult sessions include 2 artists for up to 30 painters. Any additional artists are an additional \$50 per artist. Kids sessions include 1 artist for 10 painters. For events with more than 10 painters will require additional artist(s) at \$25per artist.

**Photo Release:** I, on behalf of myself and the guests for whom I am purchasing tickets, acknowledge and grant permission to Bottle & Bottega La Grange, its employees or representatives, to take and post photos from my Event on Company's social media platforms. I also grant permission for potential use of photos/digital images of me and my guests in promotional materials. These materials might include printed or electronic publications, websites or other electronic communications. I understand that Company will not release my name and/or identity or those of my guests in descriptive text or commentary in connection with the image(s) without my express consent. I authorize the use of these materials indefinitely without compensation to me or my guests. All negatives, positives, prints, digital reproductions and video and audio recordings shall be the property of Company.

I understand and agree that I am personally responsible for and the credit card provided may be charged to pay for any charges or fees under this Agreement. I agree to defend, indemnify and hold harmless Bottle & Bottega La Grange and Painting with a Twist, L.L.C., their officers, directors, employees, agents, legal representatives, successors and assigns, from and against all liabilities, including those related to the consumption of alcohol, and expenses, including reasonable defense costs and reasonable legal fees, and claims for damages, arising out of the Event or this Agreement. I further agree to pay for any damages suffered by Bottle & Bottega La Grange, including but not limited to, equipment and to the venue, its furniture, equipment, artwork, and/or retail items, etc. or any other damages due to negligence on the part of my guests. I agree that Bottle & Bottega La Grange's total liability under this Agreement shall be limited to the amount paid under this Agreement and in no event shall Bottle & Bottega La Grange or its agents, personnel or representatives be liable for any

special, indirect, incidental or consequential damages.

I acknowledge that I have read and agree to the terms and conditions set forth above.



FIND A LOCATION

PRIVATE PARTY

ABOUT

FRANCHISE

NEAR ME

PRIVACY POLICY | CONTACT US

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FOREST PARK  
PUBLIC LIBRARY

7555 Jackson Blvd  
Forest Park IL 60130

708-366-7171  
[www.fppl.org](http://www.fppl.org)

Thursday, April 6

Mayor Rory Hoskins  
Commissioners of the Village of Forest Park  
517 Des Plaines Avenue  
Forest Park IL 60130

Dear Mayor and Commissioners:

I am writing to respectfully request permission to hang a banner on Madison St in mid-May into June. We are flexible on exact dates. The banner will be 2 feet by six feet and promote the Library's Summer Reading program.

Thank you for your attention to our request.

Sincerely,

Vicki Rakowski  
Library Director





315 Marengo  
#1A  
Forest Park, IL 60130  
[tomholmes10@gmail.com](mailto:tomholmes10@gmail.com)  
708-366-8986

Dear Mayor Hoskins and Commissioners,

I am hereby asking permission to have the Public Works Dept. install our CROP Hunger Walk banner at the corner of Circle and Madison on April 21 and leave it there until May 7.

Thank you for your commitment to growing community in this village.

Sincerely,

Tom Holmes, CROP Walk Planning Team