Village of Forest Park, Illinois
517 Des Plaines Avenue
Forest Park, Illinois 60130
Phone: 708-366-2323 / Fax: 708-488-0361
Web: www.forestpark.net

Regular Village Council Meeting Agenda

Monday, August 14, 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 894 3509 6338; Passcode 770003 or by clicking here:
https://us02web.zoom.us/j/89435096338?pwd=Mk8ycjg1aGlnSnVqdlBxS3JkUTcwdz09

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

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
   a. July 24, 2023 Village Council Meeting Minutes
   b. July 24, 2023 Appropriation Ordinance Public Hearing Minutes
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
   a. Resolution Approving Payment of Bills Dated 8/14/2023
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   a. Ordinance Amending Section 9-1-5 to Add "Performance Venue" to the Definitions and Section 9-4C-2 to Add "Performance Venue as a Conditional Use in the DBD Downtown Business District in the Village of Forest Park, Cook County, Illinois (PZC 2023-05) LINK TO ZONING PACKET (P. 83)
   b. Ordinance Granting a Conditional Use Permit for a Comedy Club and Related Education Center as a Performance Venue in the DBD Downtown Business District in the Village of Forest Park, Cook County, Illinois (PZC 2023-06: 7316 Madison Street) LINK TO ZONING PACKET (P. 93)
   c. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Professional Surveying Services By and Between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park
   d. Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Phase II Design for the 2023 Madison Street Revitalization Project By and Between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park
   e. Resolution Authorizing the Award for the Permeable Paver Maintenance Project Contract to Old World Brick Paving
   f. Resolution Authorizing the Contract Award for the Resurfacing Portion of the 2023 Watermain and Resurfacing Project to ALamp Concrete Contractors, Inc.
   g. Resolution Authorizing the Execution of Pay Request #5 for the 2023 Watermain Project to Uno Construction Co., Inc. (Wilcox & Ferdinand)

h. Resolution Approving and Authorizing the Execution of a Software Service Agreement By and Between Cloudpermit, Inc. and the Village of Forest Park
i. Motion to Approve and Ratify Execution of Community Center Senior Trip Contracts
j. Motion to Approve Banner Request by Sarah's Inn
k. Motion to Approve Raffle License Request by Kiwanis Club of Forest Park

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, JULY 24, 2023

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

ROLL CALL

Commissioners Maxham, Nero, Melin-Rogovin, 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 July 10, 2023, Regular Meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the minutes from the July 10, 2023, Special Meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

PUBLIC COMMENT

Mr. Rick Corley thanked the Village of Forest Park for their support of the Forest Park Theatre's performance this summer. The group is performing Measure for Measure on August 4-6 and August 11-13 at the village's picnic grove.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Police Department submitted its May/June report and the Fire Department submitted its June report.

APPROVAL OF BILLS:

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled $814,283.69.

R-60-23
APPROVAL OF BILLS IN THE AMOUNT OF $814,283.69
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, 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 Appropriation Ordinance of the Village of Forest Park, Cook County, Illinois for the fiscal year beginning May 1, 2023, and ending April 30, 2024, be adopted.

O-31-23
ANNUAL APPROPRIATION ORDINANCE
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution directing receipt and expenditure of American Rescue Plan Act Funds for the Village of Forest Park, Cook County, Illinois be adopted. Administrator Amidei stated that this gives staff a guide and parameters for the funds, which can be amended in the future. The funds are required to be spent by 2026.

R-61-23
RESOLUTION DIRECTING RECEIPT AND EXPENDITURE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Maxham that the Ordinance authorizing the sale or disposition of surplus property (vending machines) of the Village of Forest Park be adopted.

O-32-23
ORDINANCE FOR DISPOSAL OF SURPLUS PROPERTY
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Maxham that the Ordinance approving and authorizing the execution of a lease and maintenance agreement with Gordon Flesch Company for a Police Department printer/copier be adopted.

O-33-23
ORDINANCE APPROVING COPIER AGREEMENT WITH GORDON FLESCH CO.
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Ordinance waiving bid and authorizing the acceptance of an Aviglion Alta Surveillance System proposal from Griffon Systems, Inc. for the purchase and installation f surveillance cameras at various locations within the Village of Forest Park be adopted.

O-34-23
ORDINANCE APPROVING PURCHASE AND INSTALLATION OF SURVEILLANCE CAMERAS
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Voogd that the Ordinance approving and authorizing the execution of a purchase and installation agreement with SEPS, Inc. for a Police Department uninterrupted power supply (UPS) unit be adopted.

O-35-23
ORDINANCE APPROVING PURCHASE OF UPS UNIT FOR POLICE DEPARTMENT
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Supplemental Resolution continuing to consent to and support approval of Class 6b Incentive Abatement for the property commonly described as 7500 Industrial Drive in the Village of Forest Park, Illinois be adopted.

R-62-23
RESOLUTION CONTINUING SUPPORT OF CLASS 6B INCENTIVE ABATEMENT FOR 7500 INDUSTRIAL DRIVE
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, 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 to approve and authorize the execution of a Professional Engineering Services Proposal for Phase II design by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park for the 2023 50-50 Sidewalk Replacement Project be adopted.

R-63-23
RESOLUTION APPROVING ENGINEERING AGREEMENT WITH CBBEL FOR 2023 50-50 SIDEWALK REPLACEMENT PROJECT
APPROVED

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve Housing Forward's request to display banners promoting their 13th annual Compete to Defeat Homelessness Trivia Night on August 24th.

HOUSING FORWARD BANNER REQUEST
APPROVED BY MOTION

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

KNIGHTS OF COLUMBUS FUNDRAISING REQUEST APPROVED BY MOTION

It was moved by Commissioner Nero and seconded by Commissioner Melin-Rogovin to approve the Knights of Columbus' request to conduct their Tootsie Roll fundraising drive on Friday, September 8, 2023, and Saturday, September 9, 2023.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

OPPORTUNITY KNOCKS' RAFFLE REQUEST APPROVED BY MOTION

It was moved by Commissioner Voogd and seconded by Commissioner Nero to approve the request from Opportunity Knocks to hold their annual OK Classic Softball Tournament and 50-50 Raffle on the softball fields at the Park on Saturday, September 23, 2023, or the rain date, Sunday, September 24, 2023.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

CHAMBER OF COMMERCE CASKET RACES BANNER REQUEST APPROVED BY MOTION

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve the request from the Forest Park Chamber of Commerce & Development to display banners promoting their annual Casket Races being held on Saturday, October 21, 2023.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

FOREST PARK THEATRE BANNER REQUEST APPROVED BY MOTION

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve Forest Park Theatre's request to display banners promoting their free performances of Measure for Measure on August 4-6 and August 11-13.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

SHETTIMA WEBB BANNER REQUEST APPROVED BY MOTION

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve Shettima Webb's request to display banners promoting Black H
It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve the Garage Galleries Committee's request to display banners promoting their event on Saturday, August 26, 2023.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

CUB SCOUT PACK 109 REQUEST TO USE PICNIC GROVE APPROVED BY MOTION

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve the request from the Forest Park Cub Scout Pack 109 to use the Picnic Grove to hold a scouting event on Thursday, August 17, 2023, from 5:00 to 8:00 p.m.

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

INDIVIDUALS APPOINTED AND REAPPOINTED TO COMMISSIONS APPROVED BY MOTION

It was moved by Commissioner Nero and seconded by Commissioner Maxham to appoint/reappoint the following individuals to the referenced board/commissions:

Reappointment:
Brittany Tamul – Recreation Board – Expires 4/30/2027
Jonah Harlan – Recreation Board – Expires 4/30/2028
Kate Webster – Diversity Commission – Expires 4/30/2025
Tom Holmes – Diversity Commission – Expires 4/30/2025

Appointment:
Bernadette Smith – Diversity Commission – Expires 4/30/2026

ROLL CALL:
AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYES: None
ABSENT: None
The motion carried unanimously.

ADMINISTRATOR'S REPORT:

No report.

COMMISSIONER'S REPORTS:

Commissioner Nero warned the public about the dangers of carbon monoxide and encouraged residents to make sure they have a detector. The commissioner further recognized Director Steve Glinke for responding to a carbon monoxide concern only to find out there was a leak in a 90-unit building, avoiding harm to the residents. The building residents expressed their gratitude to Director Glinke for his caring response and professionalism.

Commissioner Melin-Rogovin reported that the Safety and Traffic Commission has reschedule their meeting this month the July 27th at 7:00 p.m. There is a monthly Soup and Bread fundraising event that benefits the Forest Park Food Pantry and Forest Park Fridge. This is held on the 3rd Tuesday of each month. The last event was held at Exit Strategy. Last the commissioner congratulated the Kiwanis Club for celebrating their 100th birthday and acknowledged the Police Department for the activities they participated in to honor Officer Nick Kozak.

Commissioner Voogd discussed the Level 1 Accreditation by Arbnet Arboretum Accreditation Program, in partnership with Morton Arboretum that the village received, along with the stringent standards required to achieve this goal. The commissioner further requested to receive more information and an activity report from the village's lobbyist.

Mayor Hoskins reported that he recently met with CTA officials and received an overview of the planned construction that will be done at the Forest Park Blue Line station. In addition, the group discussed the CTA's $50 million grant funding earmarked to combat homelessness and the possibility of some of those funds coming to Forest Park to offset the cost to the village for the ambulance response calls to the two stations on Forest Park. The CTA also vowed to install sharps receptacles for the many used needles found around the stations and their willingness to work with the village to clean up the areas surrounding the stations in town. Last, Mayor Hoskins reported that the Clerk's office is now back to regular Monday through Friday hours of 8:00 to 5:00.

ADJOURNMENT

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

Mayor Hoskins declared the meeting adjourned at 7:55 P.M.

Respectfully submitted,

Vanessa Moritz, Village Clerk

JULY 24, 2023
PUBLIC HEARING
THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF FOREST PARK FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 204

The Village Council of the Village of Forest Park, Cook County, Illinois, convened at 6:45 PM on Monday, July 24, 2023, to receive public comment on the proposed Appropriation Ordinance, appropriating the amounts of money, or as much thereof as may be allowed by law, for the several municipal projects and purposes for the fiscal year beginning May 1, 2023 and ending April 30, 2024.

ROLL CALL

Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins answered the Roll Call.

PUBLIC COMMENT

None

ADJOURNMENT

There being no further business to be addressed, Mayor Hoskins called for a motion to adjourn the Public Hearing concerning the Appropriation Ordinance for Fiscal Year May 1, 2023 to April 30, 2024.

Commissioner Nero motioned to adjourn the public hearing and Commissioner Maxham seconded the motion.

AYES: Commissioners, Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins
NAYS: None
ABSENT: None
The motion carried unanimously. The Hearing adjourned at 6:51 PM.

Respectfully submitted,

Vanessa Moritz, Village Clerk

R E S O L U T I O N 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	$	735.00
Public Affairs	$	5,529.86
Police Department	$	3,206.49
Community Center	$	182.10
Accounts & Finance (Clerks Office)	$	181,743.05
Accounts & Finance (Fire Department)	$	6,979.10
Department of Health & Safety	$	9,172.31
Streets and Public Improvements	$	42,240.34
Public Property	$	44,733.33
Seizure	$	3,625.96
Federal Customs	$	4,860.10
TIF	$	22,872.50
VIP	$	22,954.06
Water Department	$	605,154.57
TOTAL	**$**	**953,988.77**

ADOPTED BY THE Council of the Village of Forest Park this 14th Day of August, 2023.

Ayes:
Nays:
Absent:

_____
Rory Hoskins, Mayor

ATTEST:

_____
Vanessa Moritz, Village Clerk

Account Number	Vendor	Invoice Date	Amount
100-00-000-4220-300	Krystal Moore	08/04/2023	185.00
100-00-000-4480-110	Diamond Jackson	08/01/2023	550.00
		Refunds and Allocations	735.00

Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-135	GPG Strategies LLC	07/27/2023	2,000.00
100-10-101-6120-150	FOP Lodge #24	07/20/2023	300.00
100-10-101-6120-150	Antonia Ruppert Fine Art LLC	07/19/2023	437.50
100-10-101-6120-150	Way Back Inn Inc	07/17/2023	250.00
100-10-101-6120-150	West Central Municipal Conf	07/20/2023	700.00
100-10-101-6120-305	Darien Marion-Burton	08/06/2023	425.00
100-10-101-6120-305	Growing Community Media NFP	07/26/2023	250.00
100-10-101-6150-152	Verizon Wireless	07/22/2023	300.19
100-10-101-6150-152	Verizon Wireless	07/22/2023	42.17
100-10-101-6150-220	Anastasie M. Senat	07/26/2023	495.00
100-10-101-6150-220	Anastasie M. Senat	07/26/2023	330.00
		Public Affairs	5,529.86

Account Number	Vendor	Invoice Date	Amount
100-12-121-6150-114	WESTAF	07/19/2023	500.00
100-12-121-6150-114	WESTAF	07/19/2023	2,250.00
100-12-123-6145-202	SCHAUERS HARDWARE	07/31/2023	51.72
100-12-123-6145-202	Steri-Clean Illinois	07/13/2023	160.00
100-12-123-6145-202	Steri-Clean Illinois	07/23/2023	160.00
100-12-126-6145-126	Christopher Chin	07/12/2023	84.77
		Police Department	3,206.49

Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-140	Case Lots Inc	07/18/2023	182.10
		Community Center	182.10

Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	07/17/2023	138,818.76
100-21-211-5005-002	Fidelity Security Life Ins Co	07/22/2023	80.00
100-21-211-5005-002	Fidelity Security Life Ins Co	07/22/2023	602.30
100-21-211-5005-002	Guardian	07/20/2023	7,724.44
100-21-211-6100-110	Lauterbach & Amen LLP	07/26/2023	6,585.00
100-21-211-6110-110	Xerox Financial Services	07/10/2023	206.99
100-21-211-6110-110	Xerox Financial Services	07/10/2023	16.60
100-21-211-6140-104	Quill	07/06/2023	27.11
100-21-211-6140-104	Quill	07/06/2023	55.52
100-21-211-6140-104	Quill	07/12/2023	95.66
100-21-211-6140-104	Quill	07/13/2023	351.99
100-21-211-6140-104	Quill	07/19/2023	66.26
100-21-211-6140-104	Quill	07/19/2023	205.44
100-21-211-6140-104	Quill	07/26/2023	11.44
100-21-211-6140-104	Quill	07/27/2023	6.66
100-21-211-6140-110	Forest Printing Company	08/04/2023	311.18
100-21-211-6140-140	Quill	07/06/2023	68.84
100-21-211-6140-140	Quill	07/12/2023	28.25
100-21-211-6140-140	Quill	07/19/2023	55.66
100-21-211-6150-100	Growing Community Media NFP	07/13/2023	105.00
100-21-211-6150-112	Municipal Clerks North & Northwest Suburbs	08/07/2023	60.00
100-21-211-6150-116	Growing Community Media NFP	07/14/2023	75.00
100-21-211-6150-150	AT&T	07/25/2023	112.75
100-21-211-6150-150	AT&T	07/25/2023	56.38
100-21-211-6150-150	AT&T	07/25/2023	50.59
100-21-211-6150-150	AT&T	08/01/2023	598.52
100-21-211-6190-003	POLICE PENSION FUND	07/27/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	07/27/2023	8,952.00
100-21-211-7000-080	Xerox Financial Services	07/10/2023	122.50
100-21-211-7000-080	Xerox Financial Services	07/10/2023	1,684.21
100-22-221-6310-410	American AED LLC	06/27/2023	5,656.00
		Accounts and Finance (Clerks Office)	181,743.05

Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	07/31/2023	19.79
100-30-301-6140-200	Case Lots Inc	07/12/2023	79.80
100-30-301-6140-200	Grainger Inc.	07/26/2023	50.88
100-30-301-6140-200	State Chemical Industrial Products	07/18/2023	154.08
100-30-301-6140-200	State Chemical Industrial Products	07/27/2023	308.11
100-30-301-7000-040	SCHAUERS HARDWARE	07/31/2023	40.45
100-30-301-7000-040	Witmer Public Safety Group	08/02/2023	87.89
100-30-302-6110-150	Verizon Wireless	07/22/2023	316.73
100-30-302-6110-200	Air One Equipment Inc	07/19/2023	137.10
100-30-302-6145-100	Air One Equipment Inc	07/11/2023	3,385.00
100-30-302-6145-100	Andrew Weber	07/14/2023	100.00
100-30-302-6145-105	Aaron Hannan	07/12/2023	98.30
100-30-302-6145-105	Mark Maylath	05/16/2023	122.40
100-30-302-6145-105	Ray O'Herron Co Inc	03/15/2023	52.00
100-30-302-6145-105	Ray O'Herron Co Inc	03/15/2023	80.49
100-30-302-6145-105	Ray O'Herron Co Inc	04/05/2023	152.00
100-30-302-6145-105	Ray O'Herron Co Inc	04/18/2023	152.00
100-30-302-6145-105	Ray O'Herron Co Inc	04/18/2023	196.44
100-30-302-6145-105	Ray O'Herron Co Inc	04/28/2023	42.50
100-30-302-6145-105	Ray O'Herron Co Inc	08/02/2023	281.44
100-30-302-6145-105	Phil Chiappetta	07/24/2023	92.40
100-30-302-6145-105	Phil Chiappetta	07/31/2023	129.36
100-30-302-6145-306	SCHAUERS HARDWARE	07/31/2023	13.47
100-30-302-6145-323	Health Endeavors SC	08/04/2023	255.00
100-30-302-6155-110	W.S. Darley & Co.	11/28/2022	63.45
100-30-302-6155-110	Duo-Safety Ladder Corporation	05/10/2023	69.48
100-30-303-6145-300	Grainger Inc.	07/05/2023	498.54
	Accounts and Finance (Fire Department)		6,979.10

Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Tariq Dandan	08/02/2023	294.00
100-40-401-5000-017	Raymond Traynor	07/24/2023	810.00
100-40-402-6100-115	Muse Community + Design	06/30/2023	5,237.50
100-40-402-6150-232	Tariq Dandan	08/02/2023	252.00
100-40-402-6150-240	Book Reporting Service	07/27/2023	963.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	07/06/2023	300.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	08/01/2023	1,200.00
100-40-410-6140-110	Forest Printing Company	07/14/2023	52.84
100-40-410-6140-202	SCHAUERS HARDWARE	07/31/2023	62.97
		Department of Health and Safety	9,172.31

Account Number	Vendor	Invoice Date	Amount
100-50-501-6145-100	Special T Unlimited	08/07/2023	341.00
100-50-502-6140-202	First Ayd Corp.	07/24/2023	188.75
100-50-502-6180-160	Com Ed	07/20/2023	4,060.92
100-50-502-6185-106	SCHAUERS HARDWARE	07/31/2023	158.23
100-50-502-6185-106	Cargill Salt Road Safety	07/24/2023	30,538.41
100-50-502-6185-106	Cargill Salt Road Safety	07/25/2023	6,110.54
100-50-502-6185-108	SCHAUERS HARDWARE	07/31/2023	80.92
100-50-502-6185-108	JC Licht LLC	07/17/2023	21.57
100-50-502-6185-108	JC Licht LLC	07/18/2023	134.99
100-50-502-6185-108	JC Licht LLC	08/01/2023	5.00
100-50-502-6185-108	JC Licht LLC	08/02/2023	95.00
100-50-502-6185-108	JC Licht LLC	08/03/2023	209.91
100-50-502-6185-110	Traffic Control & Protection	07/21/2023	295.10
		Streets and Public Improvements	42,240.34

Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Special T Unlimited	08/07/2023	340.00
100-55-552-6180-101	SCHAUERS HARDWARE	07/31/2023	27.88
100-55-552-6180-101	First Ayd Corp.	07/24/2023	188.76
100-55-552-6180-114	SCHAUERS HARDWARE	07/31/2023	56.56
100-55-552-6180-114	First Ayd Corp.	07/13/2023	826.51
100-55-552-6180-114	First Ayd Corp.	07/24/2023	214.09
100-55-552-6180-114	RUSSO POWER EQUIPMENT	07/20/2023	135.96
100-55-553-6180-150	Lyons Pinner Electric Co	07/19/2023	737.00
100-55-553-6180-150	Lyons Pinner Electric Co	07/19/2023	176.00
100-55-553-6180-150	Lyons Pinner Electric Co	07/19/2023	352.00
100-55-553-6180-150	Lyons Pinner Electric Co	07/31/2023	6,431.32
100-55-553-6180-150	Lyons Pinner Electric Co	07/31/2023	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	07/31/2023	595.00
100-55-553-6180-160	AEP Energy	07/24/2023	3,123.00
100-55-553-6180-160	Com Ed	07/13/2023	72.80
100-55-553-6180-160	Com Ed	07/25/2023	549.27
100-55-553-6180-160	Com Ed	07/27/2023	25.02
100-55-553-6180-160	Com Ed	07/27/2023	24.35
100-55-553-6180-160	Com Ed	07/27/2023	24.25
100-55-553-6180-160	Com Ed	07/27/2023	27.77
100-55-553-6180-160	Com Ed	07/27/2023	101.07
100-55-553-6180-160	Com Ed	07/27/2023	181.20
100-55-553-6180-160	Com Ed	07/28/2023	27.06
100-55-553-6180-160	Com Ed	07/28/2023	31.28
100-55-555-6180-100	Comcast	07/08/2023	200.01
100-55-555-6180-100	Colley Elevator Co	08/01/2023	276.00
100-55-555-6180-100	Quill	07/06/2023	412.12
100-55-555-6180-100	Quill	07/12/2023	363.55
100-55-555-6180-100	Quill	07/19/2023	40.64
100-55-555-6180-100	Quill	07/26/2023	175.78
100-55-555-6180-100	PremiStar-North	07/28/2023	484.00
100-55-555-6180-110	Comcast	07/12/2023	2.11
100-55-555-6180-110	Comcast	07/13/2023	128.95
100-55-555-6180-110	Tim Stefl Inc	07/27/2023	142.16
100-55-555-6180-120	Case Lots Inc	07/17/2023	359.00
100-55-555-6180-120	Tim Stefl Inc	07/24/2023	480.22
100-55-555-6180-130	Case Lots Inc	07/18/2023	147.65

Account Number	Vendor	Invoice Date	Amount
100-55-555-6180-140	SCHAUERS HARDWARE	07/31/2023	11.23
100-55-555-6180-140	Comcast	07/07/2023	2.11
100-55-555-6180-140	Comcast	07/22/2023	188.04
100-55-555-6180-150	SCHAUERS HARDWARE	07/31/2023	44.94
100-55-560-6180-125	SCHAUERS HARDWARE	07/31/2023	55.75
100-55-560-6180-125	First Ayd Corp.	07/27/2023	215.12
100-55-560-6180-125	McAdam Landscaping	07/31/2023	48.00
100-55-560-6180-125	McAdam Landscaping	07/31/2023	96.00
100-55-560-6180-125	McAdam Landscaping	07/31/2023	72.00
100-55-560-6180-125	McAdam Landscaping	07/31/2023	72.00
100-55-560-6180-125	McAdam Landscaping	07/31/2023	120.00
100-55-570-6145-100	Special T Unlimited	08/07/2023	612.00
100-55-570-6155-101	Mohr Oil Company	07/28/2023	14,599.90
100-55-570-6155-106	Altorfer Industries	07/07/2023	110.60
100-55-570-6155-106	CCP INDUSTRIES INC	07/24/2023	122.90
100-55-570-6155-106	Factory Motor Parts Co	07/17/2023	86.28
100-55-570-6155-106	Factory Motor Parts Co	07/18/2023	147.00
100-55-570-6155-106	Factory Motor Parts Co	07/18/2023	163.78
100-55-570-6155-106	Factory Motor Parts Co	07/19/2023	144.16
100-55-570-6155-106	Factory Motor Parts Co	07/19/2023	88.49
100-55-570-6155-106	Factory Motor Parts Co	07/19/2023	(54.28)
100-55-570-6155-106	Factory Motor Parts Co	07/20/2023	127.84
100-55-570-6155-106	Factory Motor Parts Co	07/20/2023	345.05
100-55-570-6155-106	Factory Motor Parts Co	07/20/2023	239.14
100-55-570-6155-106	Factory Motor Parts Co	07/20/2023	298.97
100-55-570-6155-106	Factory Motor Parts Co	07/20/2023	127.84
100-55-570-6155-106	Factory Motor Parts Co	07/24/2023	163.38
100-55-570-6155-106	Factory Motor Parts Co	07/24/2023	18.28
100-55-570-6155-106	Factory Motor Parts Co	07/24/2023	166.44
100-55-570-6155-106	Factory Motor Parts Co	07/25/2023	98.14
100-55-570-6155-106	Factory Motor Parts Co	07/25/2023	(200.14)
100-55-570-6155-106	Factory Motor Parts Co	07/31/2023	143.72
100-55-570-6155-106	Factory Motor Parts Co	07/31/2023	92.64
100-55-570-6155-106	Factory Motor Parts Co	07/31/2023	(105.00)
100-55-570-6155-106	Factory Motor Parts Co	08/03/2023	274.98
100-55-570-6155-106	Hawk Chrysler Dodge	07/25/2023	138.55
100-55-570-6155-106	Linde Gas North America LLC	07/22/2023	199.00

Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Linde Gas North America LLC	07/22/2023	71.38
100-55-570-6155-106	Standard Equipment Co.	08/02/2023	426.48
100-55-570-6155-106	Zeigler Ford North Riverside	06/01/2023	63.86
100-55-570-6155-106	Zeigler Ford North Riverside	06/01/2023	5.60
100-55-570-6155-106	Zeigler Ford North Riverside	06/02/2023	615.27
100-55-570-6155-106	Zeigler Ford North Riverside	06/07/2023	14.94
100-55-570-6155-106	Zeigler Ford North Riverside	06/09/2023	393.36
100-55-570-6155-106	Zeigler Ford North Riverside	06/09/2023	57.06
100-55-570-6155-106	Zeigler Ford North Riverside	06/13/2023	386.43
100-55-570-6155-106	Zeigler Ford North Riverside	06/15/2023	57.06
100-55-570-6155-106	Zeigler Ford North Riverside	07/20/2023	301.27
100-55-570-6155-106	Zeigler Ford North Riverside	07/21/2023	197.53
100-55-570-6155-106	Zeigler Ford North Riverside	07/31/2023	89.89
100-55-570-6155-106	Zeigler Ford North Riverside	07/31/2023	101.09
100-55-570-6155-112	BC Body Craft Inc	08/01/2023	696.02
100-55-570-6155-112	Commercial Tire Service	07/28/2023	102.00
100-55-570-6155-112	Zeigler Ford North Riverside	11/29/2022	325.00
100-55-570-6155-112	Zeigler Ford North Riverside	01/04/2023	130.00
100-55-570-6155-150	ALLDATA	08/04/2023	1,500.00
100-55-580-6180-302	Davis Tree Care	06/13/2023	800.00
100-55-580-6180-302	Davis Tree Care	08/04/2023	495.00
		Public Property	44,733.33

Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	07/22/2023	72.02
230-00-000-6150-152	Verizon Wireless	07/22/2023	210.85
230-00-000-6900-230	Eagle Uniform	06/14/2023	540.00
230-00-000-6900-230	Eagle Uniform	07/25/2023	424.00
230-00-000-6900-230	Ray O'Herron Co Inc	07/12/2023	1,106.36
230-00-000-6900-230	Ray O'Herron Co Inc	07/12/2023	978.27
230-00-000-6900-230	Ray O'Herron Co Inc	07/17/2023	127.44
230-00-000-6900-230	Ray O'Herron Co Inc	07/18/2023	(134.98)
230-00-000-6900-230	Secretary of State	08/04/2023	302.00
		Seizure	3,625.96

Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Comcast	07/22/2023	172.71
232-00-000-6900-232	Nelson Systems Inc	07/11/2023	4,687.39
		Federal Customs	4,860.10

Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-115	Lauterbach & Amen LLP	07/26/2023	457.50
304-00-000-6100-115	Lauterbach & Amen LLP	07/26/2023	457.50
304-00-000-6185-700	LMC Construction Inc	08/03/2023	21,500.00
309-00-000-6100-115	Lauterbach & Amen LLP	07/26/2023	457.50
		TIF	22,872.50

Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-115	Lauterbach & Amen LLP	07/26/2023	457.50
312-00-000-6150-152	Verizon Wireless	07/22/2023	38.01
312-00-000-7000-109	Uno Construction Co Inc	08/04/2023	21,975.00
312-00-000-7000-312	K-Five Hodgkins LLC	07/05/2023	49.77
312-00-000-7000-312	K-Five Hodgkins LLC	07/05/2023	34.30
312-00-000-7000-312	K-Five Hodgkins LLC	07/11/2023	46.40
312-00-000-7000-312	K-Five Hodgkins LLC	07/11/2023	36.32
312-00-000-7000-312	K-Five Hodgkins LLC	07/13/2023	43.71
312-00-000-7000-312	K-Five Hodgkins LLC	07/19/2023	38.33
312-00-000-7000-312	K-Five Hodgkins LLC	07/19/2023	43.04
312-00-000-7000-312	K-Five Hodgkins LLC	07/20/2023	33.63
312-00-000-7000-312	K-Five Hodgkins LLC	07/20/2023	38.33
312-00-000-7000-312	K-Five Hodgkins LLC	07/25/2023	36.99
312-00-000-7000-312	K-Five Hodgkins LLC	07/25/2023	25.56
312-00-000-7000-312	K-Five Hodgkins LLC	07/26/2023	34.30
312-00-000-7000-312	K-Five Hodgkins LLC	07/26/2023	22.87
		VIP	22,954.06

Account Number	Vendor	Invoice Date	Amount
501-00-000-2001-002	Forest Park National Bank	08/02/2023	95.16
501-80-800-6100-110	Lauterbach & Amen LLP	07/26/2023	6,585.00
501-80-800-6110-105	Springbrook Holding Company LLC	07/14/2023	1,375.00
501-80-800-6110-105	Verizon Wireless	07/22/2023	36.01
501-80-800-6140-102	Suburban Mailing Services Inc	07/31/2023	2,225.29
501-80-800-6140-110	Forest Printing Company	08/01/2023	1,456.07
501-80-800-6145-100	Special T Unlimited	08/07/2023	100.00
501-80-800-6150-150	AT&T	07/25/2023	60.36
501-80-800-6150-154	Com Ed	07/12/2023	166.41
501-80-800-6150-154	Com Ed	07/13/2023	20.34
501-80-800-6150-154	Com Ed	07/27/2023	53.73
501-80-800-6150-154	Com Ed	07/27/2023	21.17
501-80-800-6800-111	Suburban Laboratories Inc	11/30/2022	710.00
501-80-800-6800-111	Suburban Laboratories Inc	07/31/2023	247.50
501-80-800-6800-150	Centurion Plumbing Company	07/17/2023	7,950.85
501-80-800-6800-150	Core & Main LP	07/28/2023	619.00
501-80-800-6800-150	Franzen Plumbing Inc	08/03/2023	4,425.00
501-80-800-6800-150	Ozinga Ready Mix Concrete Inc	07/10/2023	595.69
501-80-800-6800-151	Franzen Plumbing Inc	08/03/2023	4,425.00
501-80-800-6800-153	Comcast	07/06/2023	83.90
501-80-800-6800-153	LMC Construction Inc	08/03/2023	11,500.00
501-80-800-6800-153	USA BLUE BOOK	07/26/2023	1,853.34
501-80-800-7000-010	Uno Construction Co Inc	08/04/2023	44,410.00
501-80-800-7000-020	Franzen Plumbing Inc	07/21/2023	650.00
501-80-800-7000-020	Uno Construction Co Inc	08/04/2023	515,489.75
		Water Department	605,154.57

ORDINANCE NO. O-_____-23

AN ORDINANCE AMENDING SECTION 5, ENTITLED "DEFINITIONS," OF CHAPTER 1, ENTITLED "GENERAL ZONING PROVISIONS," OF TITLE 9, ENTITLED "ZONING REGULATIONS," OF THE VILLAGE OF FOREST PARK MUNICIPAL CODE TO ADD "PERFORMANCE VENUE" TO THE DEFINITIONS AND AMENDING SECTION 2, ENTITLED "CONDITIONAL USES," OF ARTICLE C, ENTITLED "DBD DOWNTOWN BUSINESS DISTRICT," OF CHAPTER 4, ENTITLED "BUSINESS DISTRICTS," OF TITLE 9, ENTITLED "ZONING REGULATIONS," OF THE VILLAGE OF FOREST PARK MUNICIPAL CODE TO ADD "PERFORMANCE VENUE" AS A CONDITIONAL USE IN THE DBD DOWNTOWN BUSINESS DISTRICT
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
(PZC 2023-05)

WHEREAS, Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/11-13-14, grants the Village of Forest Park ("Village") the authority to amend provisions of the Village's Zoning Code from time to time; and

WHEREAS, Section 9-10-4 of the Village Code authorizes the Village Board to consider amendments to the Village's Zoning Regulations; and

WHEREAS, the Village has an DBD Downtown Business District with Permitted Uses, Conditional Uses, and Prohibited Uses; and

WHEREAS, the Village desires to provide for compatible uses to aid economic development and to create a thriving DBD Downtown Business District; and

WHEREAS, pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 11-13-14) and Section 9-10-4 of the Village Municipal Code, the Village filed an application for an amendment and caused to be published notice of a public hearing before the Village's Planning and Zoning Commission to consider a petition to amend the Definitions and the Conditional Use Regulations to provide for a "Performance Venue" in the DBD Downtown Business District; and

WHEREAS, on July 17, 2023, the Village's Planning and Zoning Commission held a public hearing in order to consider the application and testimony for the proposed text amendments of the Village's Zoning Regulations; and

WHEREAS, on July 17, 2023, the Planning and Zoning Commission considered the testimony and public comment, reviewed the evidence presented, and issued its recommendation to grant both amendments to the Village's Zoning Regulations; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the Village to add "Performance Venue" as a definition under the Village's Zoning Regulations; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the Village to add "Performance Venue" as a Conditional Use in the DBD Downtown Business District under the Village's Zoning Regulations.

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

Section 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. Section 9-1-5, entitled "Definitions," is hereby amended by adding the following definition of "Performance Venue" in its appropriate alphabetical designation as follows:

> PERFORMANCE VENUE: Any establishment that, as its primary use, offers live performance to the public. The performance may be for a fee or at no cost to the public. Performance venues do not include sexually-oriented businesses defined elsewhere in the zoning ordinance. It may include live performances such as plays, dance performance, concerts, comedy, or musical drama.

Section 3. Section 9-4C-2, entitled "Conditional Use Regulations," is hereby amended by adding "Performance Venue" as a Conditional Use in the DBD Downtown Business District, in its appropriate alphabetical designation.

Section 4. 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 5. The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or

relettered and the word "Ordinance" can be changed to "Section," "Article," "Chapter" or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors and definitions consistent with this Ordinance can be corrected with the authorization of the Village Attorney, or his or her designee.

Section 6. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Section 7. This Ordinance shall be in full force and effect upon is passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED:

_____
Rory E. Hoskins, Mayor

ATTEST:

_____
Vanessa Moritz, Village Clerk

ORDINANCE NO. O-_____-23

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A COMEDY CLUB AND RELATED EDUCATION CENTER AS A PERFORMANCE VENUE IN THE DBD DOWNTOWN BUSINESS DISTRICT IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS (PZC 2023-06: 7316 MADISON ST)

WHEREAS, Emily Ramirez, conditional tenant ("Applicant") of the property commonly known as 7316 Madison Street, Forest Park, Illinois (the "Subject Property"), has applied for a conditional use permit to allow a comedy club and related education center as a Performance Venue on the Subject Property; and

WHEREAS, the Subject Property is located in the DBD Downtown Business District; and

WHEREAS, pursuant to proper legal notice, a public hearing on the Applicant's application for the conditional use permit for a comedy club and related education center as a Performance Venue was conducted by the Planning and Zoning Commission on July 17, 2023; and

WHEREAS, on July 17, 2023, the Planning and Zoning Commission considered the testimony and public comment, reviewed the evidence presented, and issued its recommendation to grant the conditional use permit for a comedy club and related education center as a Performance Venue; and

WHEREAS, it is in the best interest of the Village that the application for the conditional use permit for a comedy club and related education center as a Performance Venue be granted for the Subject Property by the corporate authorities of the Village.

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

Section 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. The Planning and Zoning Commission conducted the public hearing, considered Applicant's application, testimony and evidence, and issued its findings for the conditional use permit for a comedy club and related education center as a Performance Venue and has forwarded its recommendation that the Village Council grant the conditional use permit for a comedy club and related education center as a Performance Venue.

Section 3. The corporate authorities of the Village hereby make the findings of fact as follows:

1. Approval of the conditional use permit makes use of a vacant building with existing infrastructure, utilities, and parking.

2. The proposed use will be a benefit to the community through sales tax generation and a diversification of retail in the Village.

3. The proposed conditional use is complementary to existing uses along Madison Street, supports the intent of the DBD Downtown Business District, and makes use of an existing building on the Subject Property.

4. The proposed conditional use is in an existing building and will have no material impact on the surrounding area.

5. No site improvements are proposed and will not impede development or redevelopment in the surrounding area.

6. As an existing building, the utilities and facilities needed are already in place.

7. The Subject Property does not have ingress or egress at the site level and contributes to the DBD Downtown Business District as a destination.

8. The proposed conditional use supports the comprehensive plan's vision for the DBD Downtown Business District.

9. The conditional use conforms to other district regulations by making use of an existing building on the Subject Property.

Section 4. The granting of the Approvals herein as requested by the Applicant for the Subject Property is subject to the following terms and conditions:

1. The site shall be constructed in substantial compliance with the "Project Documents" identified in this report and available in the Department of Public Health and Safety.

2. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and Director of Public Health and Safety.

3. No building permits and no Certificate of Occupancy for the comedy club and related education center as a Performance Venue to be operated at the Subject Property shall be issued by the Department of Public Health and Safety unless all

debts owed to the Village of Forest Park have been paid in full prior to the issuance of such permits or certificate.

4. Any violation of the above conditions will result in a violation of the Municipal Code of the Village of Forest Park and may be subject to fines for each day said violation exists.

5. Additional information shall be submitted, subject to review and approval by staff, for loading.

6. Additional information shall be submitted subject to review and approval by staff, regarding onsite signage.

Section 5. The approval of the conditional use permit for a comedy club as a Performance Venue to be operated on the Subject Property is subject to the terms and provisions of all conditions and requirements imposed and set forth in the Village Municipal Code and Zoning Regulation, as amended, and all other duly enacted ordinances of the Village, except as otherwise provided herein, and shall be constructed, developed and operated in strict compliance with the Applicant's application, testimony and evidence presented on behalf of and by the Applicant.

Section 6. This Ordinance shall be in full force and effect upon is passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED:

_____
Rory E. Hoskins, Mayor

ATTEST:

_____
Vanessa Moritz, Village Clerk

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

August 14, 2023

Issue Statement

Request for Village Council Action: Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Professional Surveying Services By and Between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park

Background

At the June 26, 2023 Village Council Meeting, the Village Council authorized staff to pursue the recreation/re-establishment of the Village's Brown Street Station TIF District that is due to expire at the end of 2023.

For more information regarding same, please click here (Page 168): https://www.forestpark.net/dfp/wp-content/uploads/2023/06/062623VillageCouncilPacket1.pdf

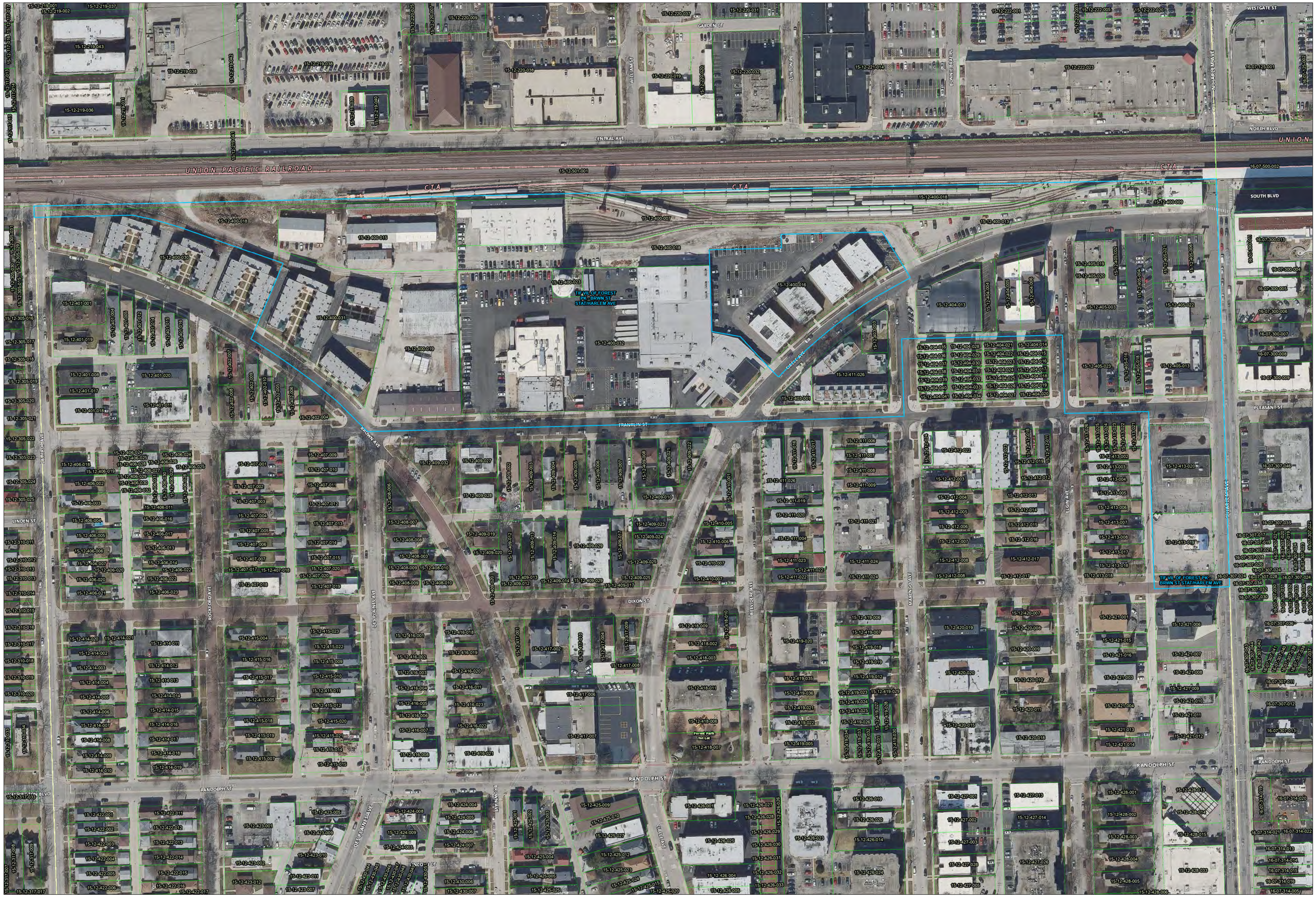
The newly created Circle-Harlem TIF District (this is the current DRAFT name of said new TIF District) would commence on January 1, 2024 and will last for a twenty-three year period until 2047.

As part of the due diligence process, a legal description of the new TIF District will need to be composed, in addition to descriptions of those parcels that will be removed out of the current TIF and placed in the new one, as well as the for the two parcels that will remain in the original TIF until its expiration at the end of 2023.

CBBEL has provided a proposal for surveying (legal description composition) services for the new TIF which is required as part of the new TIF creation process.

Attachments

- CBBEL Proposal;
- Map of Existing Brown Street Station TIF District;
- DRAFT Map of Proposed Circle-Harlem TIF District.



December 2, 2022

1:850

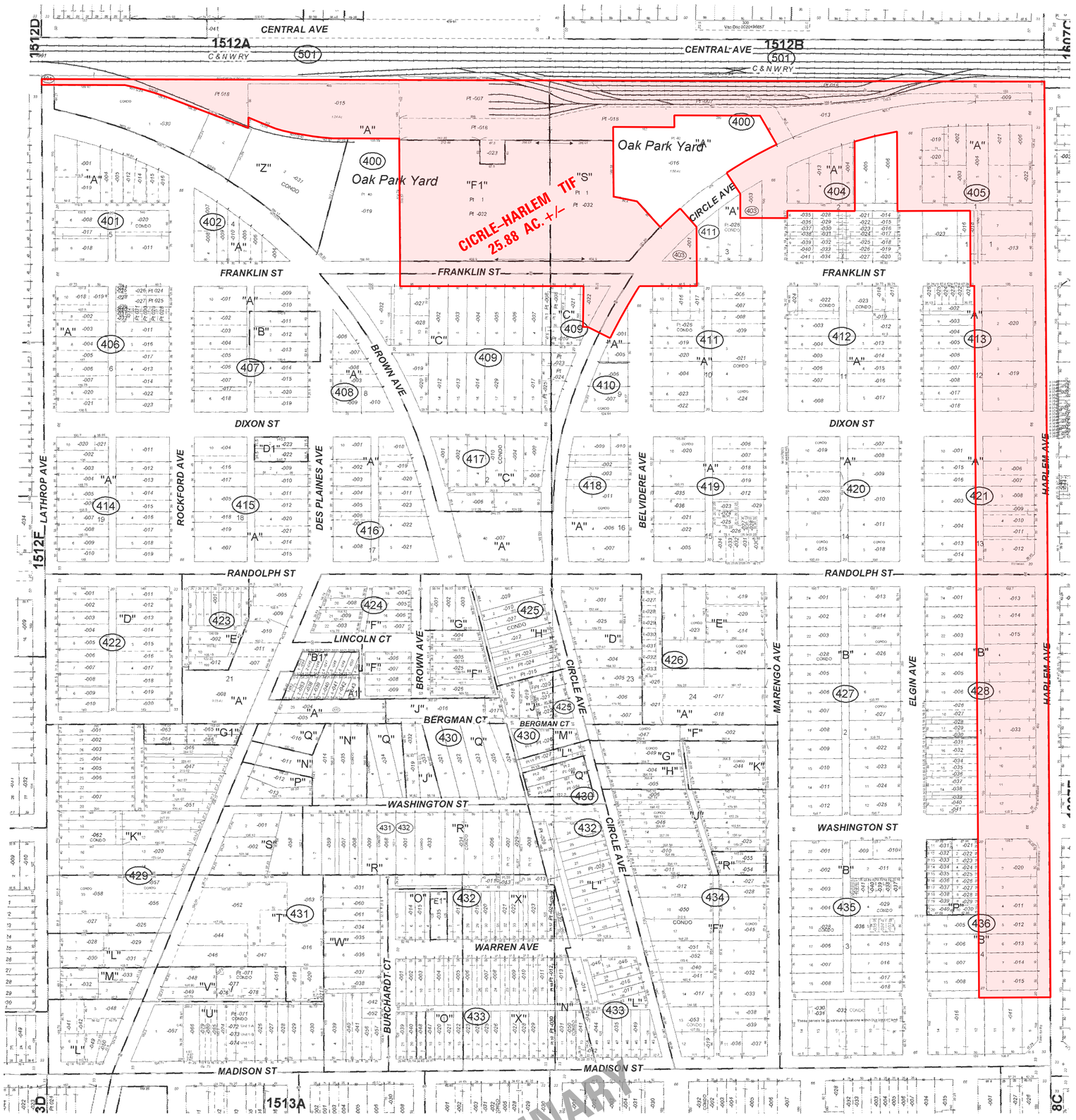
0 0.01 0.02 0.04 mi

0 0.015 0.03 0.06 km

Cook County GIS Dept
Cook County GIS Department

Current Brown Street TIF Map. Note omission area on north side of Circle Avenue.

© 2019 Cook County. All Cook County geospatial data and maps are copyrighted. All materials appearing on the web site are transmitted without warranty of any kind and are subject to the terms of the disclaimer.



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

CIRCLE-HARLEM TIF

IN

VILLAGE OF FOREST PARK, ILLINOIS

PREPARED FOR

VILLAGE OF FOREST PARK

PRELIMINARY

CALC.	JRM
DWN.	AJK
CHKD.	KJR
SCALE:	1"=200'
DATE:	08-10-2023

PROJECT NO. 000023.00116

SHEET 1 OF 1

DRAWING NO. TIF0023_116A

N:\FORESTPARK\0023\BG116\SURVEY\TIF0023_116A.SUR

RESOLUTION NO. R-_____-23

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF FOREST PARK

WHEREAS, the Village of Forest Park ("Village") is exploring the establishment of a tax increment financing district in and around the area of Circle Avenue and Harlem Avenue within the Village ("Project"); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a professional engineer are required to facilitate preparation of a legal description of the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of that legal description; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to enter into an agreement with Burke to provide professional surveying services for the preparation of a legal description 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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into an agreement with Burke for professional surveying services for the preparation of a legal description for the Project.

Section 3. That certain "Proposed Circle-Harlem TIF - Professional Surveying Services Proposal" between the Village and Burke for the estimated fee of Three Thousand and 00/100 Dollars ($3,000.00) ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in the form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 5. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of August, 2023.

_____
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2023.

_____
Vanessa Moritz, Village Clerk

EXHIBIT A

Proposed Circle-Harlem TIF –
Professional Surveying Services Proposal

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 24, 2023

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: Proposed Circle-Harlem TIF - Professional Surveying Services Proposal

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for the preparation of a written legal description for the proposed Circle-Harlem TIF in the Village of Forest Park. Included in this proposal are our Scope of Services and Fee Estimate.

SCOPE OF SERVICES

CBBEL proposes the following services to assist you in the completion of your project requirements.

Task 1 – Legal Description

1. Initial Coordination with the Village
2. Research at the Cook County Recorder's Office
3. Office review of research and plotting of record data
4. Prepare and submit an exhibit for approval of the TIF limits prior to the preparation of the legal description.
5. Write the legal description for the approved limits of the proposed Circle-Harlem TIF
6. Final review and submittal by an Illinois Professional Land Surveyor

FEE ESTIMATE

The cost of the scope of services $3,000.00

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: _____

JRM
N:\PROPOSALS\ADMIN\2023\Forest Park 2023 Circle-Harlem Proposed TIF.072423.docx

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

Personnel	Charges* ($/Hr)
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%

*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.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

August 14, 2023

Issue Statement

Request for Village Council Action: Resolution Approving and Authorizing the Execution of a Professional Engineering Services Proposal for Phase II Design for the 2023 Madison Street Revitalization Project By and Between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park

Background

The Village's Downtown Business District (Madison Street) is now due for a refresh.

Said area/roadway was reconstructed in 1999 with new utilities and streetscape improvements, including partial brick paver sidewalks, pedestrian furniture (bike racks/benches/refuse containers) decorative street lighting and tree installations. Said roadway was subsequently repaved in 2016.

The proposal from CBBEL seeks to design a final scope of services to be bid in the near future in efforts to give this area a nice refresh. Services, depending on a preliminary budget of $300,000, may include light pole painting, power washing, furniture replacement, brick paver repair, sidewalk repair, striping, sealcoating and a possible new gateway sign at the NW corner of Madison and Harlem.

Following additional analysis by the Village's Commissioner of Streets, Public Works Director and Village Engineer, a final scope of services/specifications will be presented to the Village Council as well as renderings of potential gateway signage. Prior to the bid process commencing, the Village Council shall, at a future meeting, approve the scope of services/specifications as well as the preferred rendering of the gateway sign.

Attachments

- CBBEL Proposal.

RESOLUTION NO. R-_____-23

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR PHASE II DESIGN FOR THE 2023 MADISON STREET REVITALIZATION PROJECT BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF FOREST PARK

WHEREAS, the Village of Forest Park ("Village") has enacted and proposes to implement the Madison Street Revitalization Project for various repairs, maintenance, improvements and replacements to the existing streetscape enhancements along Madison Street from approximately Des Plaines Avenue to Harlem Avenue within the Village ("Project"); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a professional engineer are required to facilitate implementation of the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of the Project; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to enter into a contract with Burke to provide professional engineering services for Phase II design to coordinate and implement 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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for professional engineering services for the preparation of a bid booklet, schedule of locations, specifications and bidding with Burke to facilitate implementation of the Project.

Section 3. That certain "2023 Madison Street Revitalization Project - Professional Engineering Services Proposal for Phase II Design" between the Village and Burke for the estimated fee of Fourteen Thousand Two Hundred Sixty and 00/100 Dollars ($14,260.00) ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in the form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 5. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of August, 2023.

_____
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2023.

_____
Vanessa Moritz, Village Clerk

EXHIBIT A

2023 Madison Street Revitalization Project – Professional Engineering Services Proposal for Phase II Design

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 18, 2023

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

Attention: Mr. Moses Amidei, Village Administrator

Subject: 2023 Madison Street Revitalization - Professional Engineering Services Proposal for Phase II Design

Dear Mr. Amidei:

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

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village wants to make various repairs, maintenance improvements and replacements to the existing streetscape enhancements such as: painting of existing light poles, bollards and cabinets, pavement marking refresh, replacing a portion of the benches, garbage receptacles, and bicycle racks, and other miscellaneous improvements. CBBEL will work with Village Staff to determine project scope and prepare the bid documents and provide bidding assistance.

It is our understanding that the Village will be using VIP funding to cover Design, Construction Engineering, and Construction costs.

SCOPE OF WORK

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

Task 1 – Preparation of Bid Documents

This task will consist of preparing a bid booklet with a schedule of locations, specifications, and an Engineer's opinion of probable cost.

Task 2 – Bidding Assistance

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

ESTIMATE OF FEE

Our Estimate of Fee is $14,260.00 as shown on the attached exhibit A.

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

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

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

VILLAGE OF FOREST PARK
2023 Madison Street Revitalization
WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

	Engineer				Survey					CAD	GeoTech		
Classification	V	IV	III	I/II	V	IV	III	II	I	Manager	Sub	Total Hours	Total Cost
Rate ($/hr)	$220.00	$180.00	$160.00	$135.00	$240.00	$220.00	$190.00	$160.00	$120.00	$200.00	$1.00		
Phase II - Design Engineering													
Task 1 - Preparation of Bid Documents	24	24		24								72	$ 12,840.00
Task 2 - Bidding Assistance	4			4								8	$ 1,420.00
												Subtotal Cost =	**$ 14,260.00**
Subtotals	28	24	0	28	0	0	0	0	0	0		80	
Percentage of Hours	35.0%	30.0%	0.0%	35.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		100.0%	
Total Personnel Cost	$6,160.00	$4,320.00	$0.00	$3,780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**Running Cost =**	**$ 14,260.00**
												Direct Cost =	**$ -**
												TOTAL COST =	**$ 14,260.00**

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

Personnel	Charges* ($/Hr)
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%

*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.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

August 14, 2023

Issue Statement

Request for Village Council Action: Resolution Authorizing the Award for the Permeable Paver Maintenance Project Contract to Old World Brick Paving

Background

At the March 27, 2023 Village Council Meeting, the Village Council approved specifications and authorized a joint bid with the Village of River Forest related to the maintenance of both Villages' permeable paver alleys.

For additional background information about this project, please click on the following link (Page 55): https://www.forestpark.net/dfp/wp-content/uploads/2023/03/032723VillageCouncilMeetingPacket.pdf

The Village of River Forest coordinated this joint bid (thank you!!!!) and bids were received on July 21, 2023.

Old World Brick Paving was the sole bidder to perform specified maintenance activities upon the permeable paver alleys in both Villages.

As it pertains to Forest Park, we are looking at having restorative maintenance done upon two of our three permeable paver alleys.

Total contract cost amounts to $2.19/sq.ft. * 7200 sq.ft. = $15,768.00

Staff is asking for a sum not to exceed $18,000 authority, in the event that during the course of the maintenance operations, paver or paver base issues come up that will require repair for long-term sustainability.

Attachments

- Project Location Map;
- Submitted Bid by Old World Brick Paving.

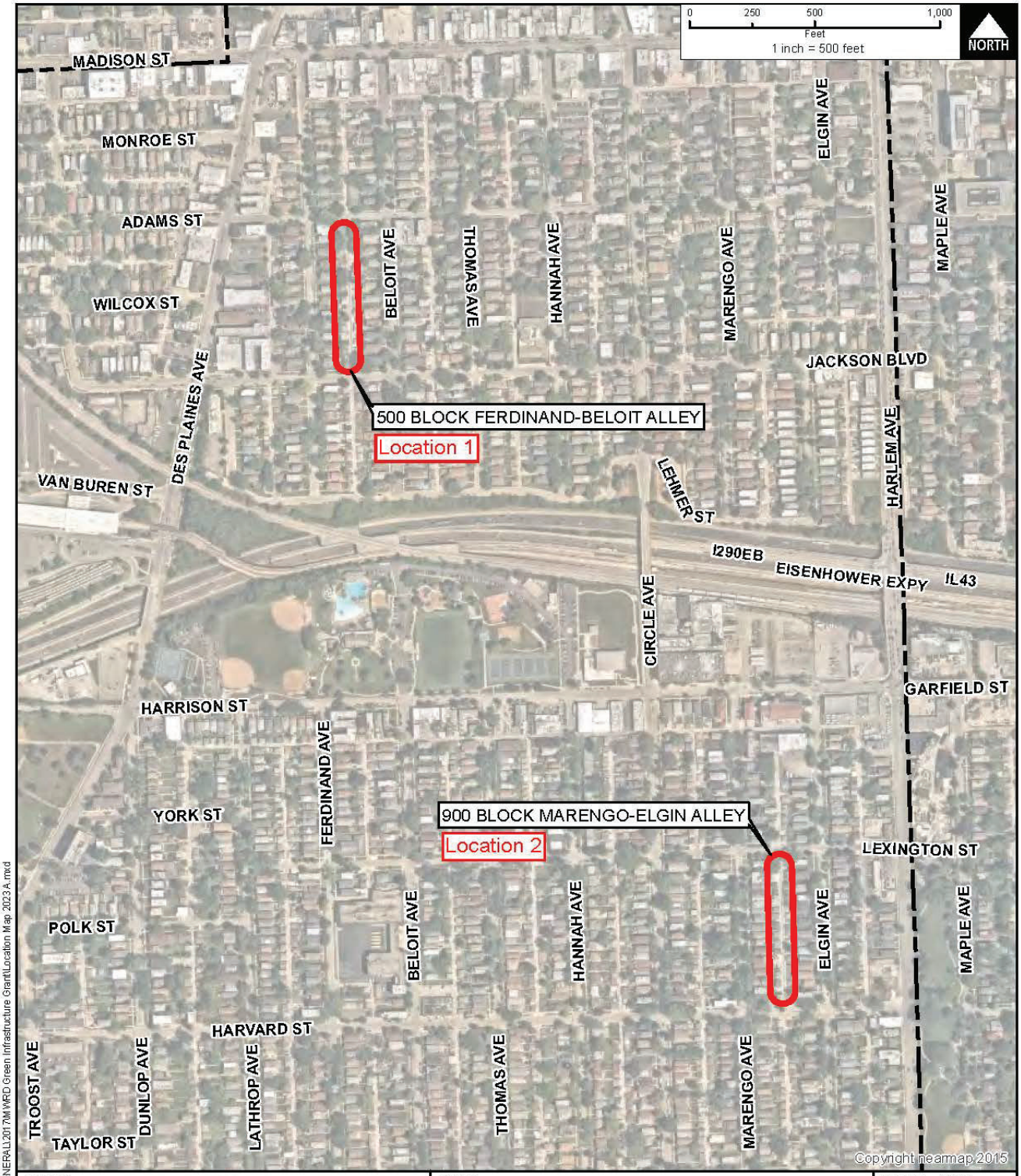
IV. LOCATION LIST/MAPS

Municipality: River Forest

Location	Length (ft)	Width (ft)	Area (sf)	Paver Type	Work to be Performed
1	465	3.83	1781	Unilock Eco-Optiloc	Preventative Maintenance
2	381	16	6096	Unilock Eco-Optiloc	Preventative Maintenance
3	303	16	4848	Unilock Eco-Optiloc	Preventative Maintenance
4	602	16	9632	Unilock Eco-Optiloc	**Restorative Maintenance**
5	608	16	9728	Unilock Eco-Optiloc	**Restorative Maintenance**
6	495	3	1485	Unilock Eco-Optiloc	Preventative Maintenance
6	30	3	90	Unilock Eco-Optiloc	*Removal and Replacement*
7	165	3	495	Unilock Eco-Optiloc	Preventative Maintenance
11	495	3	1485	County Materials, Renewable	Preventative Maintenance
13	755	4	3020	Unilock Eco-Optiloc	Preventative Maintenance
15	495	3	1485	Unilock Eco-Optiloc	Preventative Maintenance
16	630	3	1890	Unilock Eco-Optiloc	**Restorative Maintenance**
17	600	3	1800	Unilock Eco-Optiloc	Preventative Maintenance
18	585	3	1755	Unilock Eco-Optiloc	Preventative Maintenance
20	500	3	1500	Unilock Eco-Optiloc	Preventative Maintenance
21	510	3	1530	Unilock Eco-Optiloc	Preventative Maintenance
22	420	4	1680	Unilock Eco-Optiloc	Preventative Maintenance
24	540	4	2160	Unilock Eco-Optiloc	Preventative Maintenance
25	555	3	1665	Unilock Eco-Optiloc	**Restorative Maintenance**

Municipality: Forest Park

Location	Length (ft)	Width (ft)	Area (sf)	Paver Type	Work to be Performed
1	600	6	3600	Unilock, Eco-Priora	**Restorative Maintenance**
2	600	6	3600	Unilock, Eco-Priora	**Restorative Maintenance**



CLIENT: VILLAGE OF FOREST PARK — BIG CITY ACCESS · SMALL TOWN CHARM

TITLE: **PROJECT LOCATION MAP**

PROJ. NO. 000023
DATE: 04/07/2023
SHEET 1 OF 1
DRAWING NO. **EXH 1**

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

DSGN.			SCALE:	1:6,000
DWN.	DRW		AUTHOR:	DWALTERS
CHKD.			PLOT DATE:	4/7/2023
FILE:	Location Map 2023 A			

Path: N:\FOREST PARK\000023\GENERAL\2017MFWRD Green Infrastructure Grant\Location Map 2023 A.mxd

Villages of River Forest and Forest Park
2023 Permeable Paver Maintenance (Joint Bid)
Bid Tabulation (7/21/23)

				Old World Brick Paving 3060 N. River Road River Grove, IL 60171	
Item #	**Item**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	Preventative Maintenance	SF	31,120	$0.78	$24,273.60
2	Restorative Maintenance	SF	30,115	$2.19	$65,951.85
3	Paver Removal and Replacement	SY	10	$488.16	$4,881.60

As Calculated	$95,107.05
As Read	$95,030.10

= corrected value

RESOLUTION NO. R-_____-23

A RESOLUTION AUTHORIZING THE AWARD FOR THE PERMEABLE PAVER MAINTENANCE PROJECT CONTRACT TO OLD WORLD BRICK PAVING

WHEREAS, the Village of Forest Park ("Village") and the Village of River Forest previously approved specifications and advertised for joint bids for the 2023 Permeable Paver Maintenance Project ("Project"); and

WHEREAS, the Village and the Village of River Forest desire to proceed with awarding the joint bid for the Project; and

WHEREAS, on July 21, 2023, at 11:00 a.m., joint bids for the Project were received virtually, the joint bid results were publicly opened, read aloud via Zoom and one (1) joint bid was received and reviewed by the staffs for both villages and the Village Engineer for the Village of River Forest; and

WHEREAS, Old World Brick Paving 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 the Village Engineer for the Village of River Forest, which determined Old World Brick Paving to be the lowest responsible and qualified bidder for the joint bid, pursuant to bid specifications and requirements; and

WHEREAS, Village staff recommends to the Village Council that the joint bid be awarded to Old World Brick Paving in a per unit amount of Two and 19/100 Dollars ($2.19) per square foot and total amount not to exceed Eighteen Thousand and 00/100 Dollars ($18,000.00), subject to the Village of River Forest also awarding the joint bid to Old World Brick Paving; 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, Old World Brick Paving, for the joint bid in a per unit amount of Two and 19/100 Dollars ($2.19) per square foot and a total amount not to exceed Eighteen Thousand and 00/100 Dollars ($18,000.00), subject to the Village of River Forest also awarding the joint bid to Old World Brick Paving; 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 Old World Brick Paving, pursuant to the joint 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, Old World Brick Paving, for the joint bid in a per unit amount of Two and 19/100 Dollars ($2.19) per square foot and a total amount not to exceed Eighteen Thousand and 00/100 Dollars ($18,000.00), subject to the Village of River Forest also awarding the joint bid to Old World Brick Paving.

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, Old World Brick Paving, for the joint bid in a per unit amount of Two and 19/100 Dollars ($2.19) per square foot and a total amount not to exceed Eighteen Thousand and 00/100 Dollars ($18,000.00), subject to the Village of River Forest also awarding the joint bid to Old World Brick Paving.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 14th day of August, 2023.

_____
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2023.

_____
Vanessa Moritz, Village Clerk

RETURN WITH BID

PROPOSAL

FOR

2023 PERMEABLE PAVER MAINTENANCE (JOINT BID)

VILLAGES OF: RIVER FOREST
FOREST PARK

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF RIVER FOREST
400 Park Avenue
River Forest, Illinois 60305

Date: 7/20/23

1. The undersigned Old World Brick Paving
(Name of Bidder)
3060 N. River Rd., River Grove, IL 60171
(Address of Bidder)
by Frank Calistro as President
(Officer, Attorney, Manager, Secretary)

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

2. The Project's Plans and Specifications are those prepared by The Village of River Forest, 400 Park Ave, River Forest, Illinois 60305, telephone 708-366-8500. The Specifications herein referred to are the applicable Specifications for this Work.

3. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposal as may be for the best interest of the Village, and yet be in conformity with the Law.

4. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a bid bond, cashier's check, or certified check in the amount of not less than ten percent (10%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the work, and sign the Contract therefore within ten (10) days after the award of a Contract.

5. In submitting this Proposal, the undersigned further agrees that they and their surety will execute and present within Ten (10) Days after the date of receipt of the Contract from the Village, a performance

bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of work in accordance with the terms of the Contract.

6. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.

7. The undersigned further declares that they have carefully examined the Plans, Specifications and Bid Proposal and that they have inspected, in detail, the site of the proposed Work, and that they have familiarized themselves with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal they waive all right to plead any misunderstanding regarding the same.

8. The undersigned further understands and agrees that if this Proposal is accepted, they are to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

9. The undersigned declares that they understand that the quantities mentioned are approximate only and that they are subject to increase or decrease; that they will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.

10. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

11. The undersigned further agrees that if the Village decides to extend or shorten the Improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, they will perform the Work as altered, increased, or decreased at the Contract unit prices.

12. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra Work, and that they will accept as full compensation the actual cost as determined in the Specifications.

13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.

14. The undersigned furthers agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the and such others as may be cited in the Specifications, from any claims that

may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.

15. The undersigned further agrees to submit a work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned **agrees to complete the Work within the following timeframes**, unless additional time is granted by the Village in accordance with the provisions of the Specifications:
River Forest – no later than November 1, 2023
Forest Park – no later than September 1, 2023
In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due to them under the terms of this Contract, the costs as set forth in Art. 108.09 of the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

16. The undersigned further understands that payment for this Work is to be made in cash and that they are to look to the Village for said payment upon presentation of Waivers of Liens.

17. The undersigned further understands that the Village shall make payments to the Contractor on the Engineer's Estimate only, at intervals of not less than once a month, and at such other times as the Engineer may submit them, for work performed, or for substantial amounts of material delivered to the improvement site, with a deducted reserve of Ten Percent (10%) to be held until completion of the Contract. No payments will be made until presentation of a duly executed waiver, or waivers of lien, equal to the amount of Engineer's Estimate and the final payment shall be made only upon the Engineer's Final Estimate and presentation of final waiver for material and labor furnished together with the Contractor's sworn statement.

18. The undersigned further agrees that Work performed under this contract shall be in accordance with Illinois Prevailing Wage Act (Illinois Compiled Statutes, Ch. 820, Act 130, Sections 1-12), Employment of Illinois Workers on Public Works Act (Illinois Compiled Statutes, Ch. 30, Act 570, Sections 1-7), Drug Free Workplace Act (Illinois Compiled Statutes, Ch. 30, Act 580, Sections 1-11).

19. The undersigned submits herewith their Schedule of Prices covering the work to be performed under this Contract; they understand that they must show in the Schedule the unit prices for which they propose to perform each item of work, that the extensions must be made by them, and that if not so done, their Proposal may be rejected as irregular.

RETURN WITH BID

SCHEDULE OF PRICES

Item #	Item	Unit	Quantity	Unit Price	Total
1	Preventative Maintenance	SF	31,120	.78	$24,196.65
2	Restorative Maintenance	SF	30,115	2.19	$65,951.85
3	Paver Removal and Replacement	SY	10	488.16	$4,881.60
				Bid Total:	$95,030.10

RETURN WITH BID

SIGNATURES

(If a Corporation)

Corporate Name: Old World Brick Paving

By: Frank Calestro
Party of the Second Part

Business Address:

3060 N. River Rd.
River Grove, IL 60171

(If a Co-Partnership)

By: _____

_____

Partners doing business under the firm name of:

_____
Party of the Second Part

(If an Individual)

By: _____
Party of the Second Part

(Seal)

Attest: _____
Secretary

RETURN WITH BID

SUBCONTRACTORS LIST

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

1) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

2) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

3) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

4) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

5) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

6) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

7) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

8) _____ Type of Work _____

Addr _____ City _____ State____ Zip_____

RETURN WITH BID

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

A. REPORTS: Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.

B. PRIOR REPORTS: Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.

C. CERTIFICATION OF NON SEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

RETURN WITH BID

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

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of $50,000 or more from Buyer, if it has 50 or more employees and it is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of their establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of $50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 20th day of July 2023 by:

Old World Brick Paving
Firm name

By: Frank Calistro

President
Title

(Seller)

RETURN WITH BID

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

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

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

(a) Publishing a statement:

(1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

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

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

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

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

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

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

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

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

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

RETURN WITH BID

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

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

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

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Old World Brick Paving
Printed Name of Organization

Signature of Authorized Representative

Frank Calistro 7/20/23
Printed Name and Title Date

Requisition/Contract/Grant ID Number

RETURN WITH BID

CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID ROTATING CONVICTIONS

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

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

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Old World Brick Paving
(individual, firm, corporation or other entity)

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

DATE: 7/20/23

By: Frank Calistro.

ATTEST:

(SEAL)

RETURN WITH BID

CERTIFICATION OF COMPLIANCE WITH STATE OF ILLINOIS PREVAILING WAGE RATES

Frank Calistro hereby certifies that said contractor/subcontractor, to the extent that the Illinois Prevail Wage Act implies, will pay all laborers, workers and mechanics performing under this contract not less than the most recent prevailing wage rates as determined by the Illinois Department of Labor (IDOL). A list of the most recent prevailing wage rates can be obtained on the IDOL website: http://www.state.il.us/agency/idol/rates/rates.HTM. If these wage rates are revised by IDOL during the duration of this contract, the revised rate shall apply to the contract.

The undersigned will take all necessary action and be responsible for full compliance with the State of Illinois laws and Illinois Department of Transportation Special Provision with regard to this issue. The Special Provision is included in these documents for your information. If contractor believes that Act does not apply to it, then in lieu of certified payroll, Contractor will provide a certified statement, in letter form, setting forth the basis upon which it has concluded the Act does not apply.

Contractor/Subcontractor: Old World Brick Paving

Name of Authorized Representative: Frank Calistro

Signature of Authorized Representative: F. Calistro

Title of Authorized Representative: President

Address: 3060 N. River Rd.
River Grove, Illinois
60171

Date: 7/20/23

Subscribed and sworn to before me this 20th day of July, 2023

LAURIE ANN GARAFALO
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
April 10, 2027

Laurie Garafalo

Notary Public

RETURN WITH BID

CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY

Old World Brick Paving ("Contractor"), having submitted a bid to the Village of River Forest, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signed by: _____ (Corporate Seal)

Title: President

Name & Address of Contractor or Vendor: Old World Brick Paving
3060 N. River Rd.
River Grove, IL 60171

Subscribed and sworn to before me

this 20 day of July, 2023

LAURIE ANN GARAFALO
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
April 10, 2027

_____ Notary Public

RETURN WITH BID

CONTRACTOR CERTIFICATION
VENDOR INFORMATION REPORTING

The Contractor, and any proposed subcontractors certify to the Village of River Forest, pursuant to 35 ILCS 200/18-50.2, as amended:

1. The Contractor is a:

   [_____] minority-owned,

   [_____] women-owned, and / or

   [_____] veteran-owned business,

   Either [_____] as defined in the Illinois Business Enterprise for Minorities, Women, and Persons With Disabilities Act, or [_____] by self-certification.

2. [✓] The Contractor is **not** a minority-owned, women-owned, or veteran-owned business, as defined in the Illinois Business Enterprise for Minorities, Women, and Persons With Disabilities Act.

3. One or more of the proposed Subcontractors are:

   [_____] minority-owned,

   [_____] women-owned, and / or

   [_____] veteran-owned businesses,

   Either [_____] as defined in the Illinois Business Enterprise for Minorities, Women, and Persons With Disabilities Act, or [_____] by self-certification, as follows (explain which subcontractors are within each category and whether or not they are self-certified):

   _____
   _____
   _____
   _____.

4. [_____] None of the proposed Subcontractors are minority-owned, women-owned, or veteran-owned businesses, as defined in the Illinois Business Enterprise for Minorities, Women, and Persons With Disabilities Act.

Subscribed and sworn to before me

this 20th day of July, 2023

_____ Notary Public

LAURIE ANN GARAFALO
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
April 10, 2027

RETURN WITH BID

REFERENCES

1. Project Location: 7101 W. Wilson Project Owner: Village of Harwood Heights
   Project Description: Clean and remove old chip and install new perm. chip.
   Owner's Representative: Ron Maslo Phone: 708-473-6109
   Awarded Contract Cost $ 15,127.00 Final Project Cost $ 15,127.00
2. Project Location: 437 W. Division Chcgo Project Owner: Parkside Old Town.
   Project Description: clean and remove old chip and install new perm. chip
   Owner's Representative: Amelia Waters Phone: 708-420-8568
   Awarded Contract Cost $ 114,646.00 Final Project Cost $ 114,646.00
3. Project Location: 11 Conti Pkwy Project Owner: Village of Elmwood Park
   Project Description: Clean and remove chip and install new perm. chip
   Owner's Representative: Paul Volpe Phone: 708-452-7300
   Awarded Contract Cost $ 30,262.00 Final Project Cost $ 30,262.00
4. Project Location: _____ Project Owner: _____
   Project Description: _____
   Owner's Representative: _____ Phone: _____
   Awarded Contract Cost $ _____ Final Project Cost $ _____
5. Project Location: _____ Project Owner: _____
   Project Description: _____
   Owner's Representative: _____ Phone: _____
   Awarded Contract Cost $ _____ Final Project Cost $ _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Colleen Lacina CIC	
Crissie Insurance Group 6400 Shafer Court Suite 600 Rosemont IL 60018	PHONE (A/C, No, Ext): (847) 296-0655	FAX (A/C, No):
	E-MAIL ADDRESS: lacinac@crissieins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto-Owners Insurance	
INSURED Old World Brick Paving Co Inc 3060 River Rd River Grove IL 60171-1095	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			2246040726787522	04/02/2023	04/02/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5376781100	04/02/2023	04/02/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5376781101	04/02/2023	04/02/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A106550516	04/02/2023	04/02/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of River Forest and each participating community, its officers, employees. agents, attorney and volunteers are included as additional insured with respects to general liability on a primary and non-contributory basis including waiver of subrogation per forms 55373 5-17, 55352 5-17, CG2010 10/01, CG2037 07-04 and CG2023 Designated Person/organization and auto liability per forms 58504 1-15, 58583 1-15 and 58555 1-16

CERTIFICATE HOLDER

The Village of River Forest
406 Park Ave
River Forest IL 60305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
VILLAGE OF RIVER FOREST
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
VILLAGE OF RIVER FOREST	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

© ISO Properties, Inc., 2004

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
VILLAGE OF RIVER FOREST

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

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

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**
This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Colleen Lacina CIC	
Crissie Insurance Group 6400 Shafer Court Suite 600 Rosemont IL 60018	PHONE (A/C, No, Ext): (847) 296-0655	FAX (A/C, No):
	E-MAIL ADDRESS: lacinac@crissieins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto-Owners Insurance	
INSURED Old World Brick Paving Co Inc 3060 River Rd River Grove IL 60171-1095	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			2246040726787522	04/02/2023	04/02/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5376781100	04/02/2023	04/02/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5376781101	04/02/2023	04/02/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A106550516	04/02/2023	04/02/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Forest Park and each participating community, its officers, employees. agents, attorney and volunteers are included as additional insured with respects to general liability on a primary and non-contributory basis including waiver of subrogation per forms 55373 5-17, 55352 5-17, CG2010 10/01, CG2037 07-04 and CG2023 Designated Person/organization and auto liability per forms 58504 1-15, 58583 1-15 and 58555 1-16
Village of Forest Park
517 Des Plaines Ave
Forest Park IL 60130

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
VILLAGE OF RIVER FOREST AND VILLAGE OF FOREST PARK

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

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

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**
This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2000

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
VILLAGE OF RIVER FOREST AND VILLAGE OF FOREST PARK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   1. In the performance of your ongoing operations; or
   2. In connection with your premises owned by or rented to you.

   However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement; or
   2. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.
   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
VILLAGE OF RIVER FOREST AND VILLAGE OF FOREST PARK	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

© ISO Properties, Inc., 2004

Bond Number: 2551193

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Old World Brick Paving Inc

3060 River Rd
River Grove, IL 60171-1009

OWNER:
(Name, legal status and address)

Village of River Forest
400 Park Ave
River Forest, IL 60305-1726

SURETY:
(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

BOND AMOUNT: $ Ten Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2023 Permeable Paver Maintenance (Joint Bid)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:17:00 ET on 02/21/2023 under Order No 2114409891 which expires on 02/20/2024, and is not for resale.
User Notes: (1496601206)

WEST BEND
A MUTUAL INSURANCE COMPANY

THE SILVER LINING®

Bond No. 2551193

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

FRANK CRISSIE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars ($20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 21st day of July, 2023.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

Signed and sealed this 21 day of July , 2023

Old World Brick Paving Inc

(Contractor as Principal) *(Seal)*

(Witness)

(Title) Frank Calistro President

West Bend Mutual Insurance Company

(Surety) *(Seal)*

(Witness)

(Title) FRANK CRISSIE , Attorney-In-Fact

Init.

/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:17:00 ET on 02/21/2023 under Order No 2114409891 which expires on 02/20/2024, and is not for resale.

User Notes:

(1496601206)

RESOLUTION NO. R-_____-23

A RESOLUTION AUTHORIZING THE CONTRACT AWARD FOR THE RESURFACING PORTION OF THE 2023 WATERMAIN AND RESURFACING PROJECT TO ALAMP CONCRETE CONTRACTORS, INC.

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

WHEREAS, the Village previously approved the specifications and awarded the bid for the watermain portion of the Project; and

WHEREAS, the Village desires to proceed with awarding the bid for the resurfacing portion of the Project; and

WHEREAS, on July 27, 2023, at 10:00 a.m., resurfacing 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:

	COMPANY	BID
-	*ENGINEER'S ESTIMATE*	*$832,288.30*
1	ALamp Concrete Contractors, Inc.	$628,863.63
2	Johnson Paving	$629,869.53
3	Lindahl Bros. Inc.	$640,359.93
4	K-Five Construction	$690,914.06
5	Brothers Asphalt Paving, Inc.	$708,295.85
6	McGill Construction Co., LLC	$771,570.35

WHEREAS, ALamp Concrete Contractors, Inc. was the apparent lowest responsible and qualified bidder for the resurfacing portion of the Project and provided the correct forms required for the resurfacing portion of 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 ALamp Concrete Contractors, Inc. to be the 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 resurfacing portion of the Project be made to ALamp Concrete Contractors, Inc. for the bid in the amount of Six Hundred Twenty-Eight Thousand Eight Hundred Sixty-Three and 13/100 Dollars ($628,863.63); 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 resurfacing portion of the Project to the lowest responsible and qualified bidder, ALamp Concrete Contractors, Inc., for the bid in

the amount of Six Hundred Twenty-Eight Thousand Eight Hundred Sixty-Three and 13/100 Dollars ($628,863.63); 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 ALamp Concrete Contractors, Inc., pursuant to the bid for the resurfacing portion of 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 resurfacing portion of the Project to the lowest responsible and qualified bidder, ALamp Concrete Contractors, Inc., for the bid in the amount of Six Hundred Twenty-Eight Thousand Eight Hundred Sixty-Three and 13/100 Dollars ($628,863.63).

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 resurfacing portion of the Project to the lowest responsible and qualified bidder, ALamp Concrete Contractors, Inc., for the bid in the amount of Six Hundred Twenty-Eight Thousand Eight Hundred Sixty-Three and 13/100 Dollars ($628,863.63).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 14th day of August, 2023.

_____
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 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

July 27, 2023

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

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

Dear Mr. Amidei:

On Thursday, July 27, 2023 at 10:00 a.m. bids were received and opened publicly for the 2023 Resurfacing 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	$ 832,288.30
1	ALamp Concrete Contractors	$ 628,863.63
2	Johnson Paving	$ 629,869.53
3	Lindahl Bros Inc.	$ 640,359.93
4	K-Five Construction	$ 690,914.06
5	Brothers Asphalt Paving Inc.	$ 708,295.85
6	Mc Gill Construction Co. LLC	$ 771,570.35

ALamp Concrete Contractors is the low bidder with a bid of $ 628,863.63. We have reviewed their bid document and find it to be in order. ALamp appears 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,

Steven Nevling
Design Engineer I, Civil Design Department

cc: Sal Stella – Village of Forest Park

N:\FORESTPARK\0023\BG105\ADMIN\RECOMMENDATION OF AWARD_2023 RESURFACING072723 LETTER.DOC

1156329_2

					Engineer's Estimate		1 Alamp	
Line Item	Pay Item	Pay Item Name	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	85	$ 60.00	$ 5,100.00	$ 10.00	$ 850.00
2	20700220	POROUS GRANULAR EMBANKMENT	CU YD	85	$ 50.00	$ 4,250.00	$ 10.00	$ 850.00
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	3166	$ 6.00	$ 18,996.00	$ 5.50	$ 17,413.00
4	25200110	SODDING, SALT TOLERANT	SQ YD	3166	$ 15.00	$ 47,490.00	$ 12.00	$ 37,992.00
5	25200200	SUPPLEMENTAL WATERING	UNIT	54	$ 30.00	$ 1,620.00	$ 1.00	$ 54.00
6	28000510	INLET FILTERS	EACH	60	$ 200.00	$ 12,000.00	$ 15.00	$ 900.00
7	31101180	SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	419	$ 10.00	$ 4,190.00	$ 4.00	$ 1,676.00
8	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	272	$ 10.00	$ 2,720.00	$ 9.00	$ 2,448.00
9	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	42	$ 40.00	$ 1,680.00	$ 1.00	$ 42.00
10	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	6543	$ 0.10	$ 654.30	$ 0.01	$ 65.43
11	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	200	$ 12.00	$ 2,400.00	$ 18.50	$ 3,700.00
12	40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	609	$ 110.00	$ 66,990.00	$ 129.00	$ 78,561.00
13	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1095	$ 120.00	$ 131,400.00	$ 100.00	$ 109,500.00
14	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY 6 INCH	SQ YD	75	$ 100.00	$ 7,500.00	$ 86.00	$ 6,450.00
15	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	7500	$ 16.00	$ 120,000.00	$ 7.50	$ 56,250.00
16	42400800	DETECTABLE WARNINGS	SQ FT	290	$ 50.00	$ 14,500.00	$ 25.00	$ 7,250.00
17	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	11138	$ 10.00	$ 111,380.00	$ 3.65	$ 40,653.70
18	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	75	$ 10.00	$ 750.00	$ 8.00	$ 600.00
19	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2725	$ 7.00	$ 19,075.00	$ 6.50	$ 17,712.50
20	44000600	SIDEWALK REMOVAL	SQ FT	7500	$ 3.00	$ 22,500.00	$ 1.75	$ 13,125.00
21	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2765	$ 60.00	$ 165,900.00	$ 34.00	$ 94,010.00
22	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	$ 2,500.00	$ 2,500.00	$ 62,250.00	$ 62,250.00
23	72000100	SIGN PANEL - TYPE 1	SQ FT	6	$ 10.00	$ 60.00	$ 25.00	$ 150.00
24	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	10	$ 10.00	$ 100.00	$ 25.00	$ 250.00
25	72900100	METAL POST - TYPE A	FOOT	16	$ 20.00	$ 320.00	$ 25.00	$ 400.00
26	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	10	$ 20.00	$ 200.00	$ 27.50	$ 275.00
27	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	420	$ 4.00	$ 1,680.00	$ 1.50	$ 630.00
28	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	942	$ 4.00	$ 3,768.00	$ 2.00	$ 1,884.00
29	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	375	$ 8.00	$ 3,000.00	$ 4.00	$ 1,500.00
30	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	334	$ 10.00	$ 3,340.00	$ 8.00	$ 2,672.00
31	X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	$ 10,000.00	$ 10,000.00	$ 7,000.00	$ 7,000.00
32	X0326859	PAVEMENT IMPRINTING	SQ YD	65	$ 200.00	$ 13,000.00	$ 230.00	$ 14,950.00
33	X0326862	STRUCTURES TO BE ADJUSTED	EACH	67	$ 425.00	$ 28,475.00	$ 650.00	$ 43,550.00
34	N/A	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	50	$ 75.00	$ 3,750.00	$ 65.00	$ 3,250.00
		INDICATES CORRECTED BY CBBEL			SUBTOTAL	$ 831,288.30		$ 628,863.63

	2		3		4		5		6	
	Johnson Paving		Lindahl		K-Five		Brothers		Mc Gill	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
$	0.01	$ 0.85	$ 45.00	$ 3,825.00	$ 25.00	$ 2,125.00	$ 60.00	$ 5,100.00	$ 100.00	$ 8,500.00
$	0.01	$ 0.85	$ 45.00	$ 3,825.00	$ 50.00	$ 4,250.00	$ 60.00	$ 5,100.00	$ 65.00	$ 5,525.00
$	4.50	$ 14,247.00	$ 8.00	$ 25,328.00	$ 11.00	$ 34,826.00	$ 9.65	$ 30,551.90	$ 18.50	$ 58,571.00
$	16.99	$ 53,790.34	$ 8.00	$ 25,328.00	$ 7.00	$ 22,162.00	$ 9.65	$ 30,551.90	$ 26.50	$ 83,899.00
$	2.00	$ 108.00	$ 150.00	$ 8,100.00	$ 246.00	$ 13,284.00	$ 214.00	$ 11,556.00	$ 100.00	$ 5,400.00
$	165.00	$ 9,900.00	$ 165.00	$ 9,900.00	$ 130.00	$ 7,800.00	$ 176.55	$ 10,593.00	$ 200.00	$ 12,000.00
$	5.50	$ 2,304.50	$ 3.00	$ 1,257.00	$ 3.00	$ 1,257.00	$ 6.45	$ 2,702.55	$ 4.25	$ 1,780.75
$	8.50	$ 2,312.00	$ 5.00	$ 1,360.00	$ 5.00	$ 1,360.00	$ 9.10	$ 2,475.20	$ 8.00	$ 2,176.00
$	25.00	$ 1,050.00	$ 25.00	$ 1,050.00	$ 40.00	$ 1,680.00	$ 30.00	$ 1,260.00	$ 50.00	$ 2,100.00
$	0.01	$ 65.43	$ 0.01	$ 65.43	$ 1.33	$ 8,702.19	$ 0.40	$ 2,617.20	$ 0.40	$ 2,617.20
$	5.00	$ 1,000.00	$ 18.00	$ 3,600.00	$ 5.00	$ 1,000.00	$ 10.00	$ 2,000.00	$ 20.00	$ 4,000.00
$	124.00	$ 75,516.00	$ 115.00	$ 70,035.00	$ 129.50	$ 78,865.50	$ 150.00	$ 91,350.00	$ 105.00	$ 63,945.00
$	97.00	$ 106,215.00	$ 94.00	$ 102,930.00	$ 91.00	$ 99,645.00	$ 95.00	$ 104,025.00	$ 105.00	$ 114,975.00
$	80.00	$ 6,000.00	$ 105.00	$ 7,875.00	$ 115.00	$ 8,625.00	$ 133.75	$ 10,031.25	$ 110.00	$ 8,250.00
$	8.85	$ 66,375.00	$ 8.00	$ 60,000.00	$ 8.00	$ 60,000.00	$ 12.30	$ 92,250.00	$ 9.65	$ 72,375.00
$	41.00	$ 11,890.00	$ 25.00	$ 7,250.00	$ 25.00	$ 7,250.00	$ 42.80	$ 12,412.00	$ 30.00	$ 8,700.00
$	2.80	$ 31,186.40	$ 4.25	$ 47,336.50	$ 3.30	$ 36,755.40	$ 3.00	$ 33,414.00	$ 4.05	$ 45,108.90
$	20.00	$ 1,500.00	$ 15.00	$ 1,125.00	$ 15.00	$ 1,125.00	$ 19.25	$ 1,443.75	$ 10.00	$ 750.00
$	4.00	$ 10,900.00	$ 5.00	$ 13,625.00	$ 5.00	$ 13,625.00	$ 6.95	$ 18,938.75	$ 12.50	$ 34,062.50
$	2.00	$ 15,000.00	$ 2.50	$ 18,750.00	$ 2.50	$ 18,750.00	$ 1.87	$ 14,025.00	$ 3.00	$ 22,500.00
$	36.00	$ 99,540.00	$ 35.00	$ 96,775.00	$ 35.00	$ 96,775.00	$ 38.00	$ 105,070.00	$ 35.00	$ 96,775.00
$	35,382.16	$ 35,382.16	$ 40,000.00	$ 40,000.00	$ 73,633.97	$ 73,633.97	$ 17,340.00	$ 17,340.00	$ 10,000.00	$ 10,000.00
$	24.00	$ 144.00	$ 60.00	$ 360.00	$ 17.00	$ 102.00	$ 80.25	$ 481.50	$ 150.00	$ 900.00
$	18.00	$ 180.00	$ 37.00	$ 370.00	$ 18.00	$ 180.00	$ 80.25	$ 802.50	$ 20.00	$ 200.00
$	18.00	$ 288.00	$ 37.00	$ 592.00	$ 18.00	$ 288.00	$ 80.25	$ 1,284.00	$ 40.00	$ 640.00
$	10.00	$ 100.00	$ 10.00	$ 100.00	$ 10.00	$ 100.00	$ 8.90	$ 89.00	$ 100.00	$ 1,000.00
$	1.50	$ 630.00	$ 1.50	$ 630.00	$ 1.50	$ 630.00	$ 1.45	$ 609.00	$ 4.00	$ 1,680.00
$	2.50	$ 2,355.00	$ 2.50	$ 2,355.00	$ 2.50	$ 2,355.00	$ 2.25	$ 2,119.50	$ 5.00	$ 4,710.00
$	6.00	$ 2,250.00	$ 5.00	$ 1,875.00	$ 5.00	$ 1,875.00	$ 4.45	$ 1,668.75	$ 10.00	$ 3,750.00
$	7.00	$ 2,338.00	$ 7.00	$ 2,338.00	$ 7.00	$ 2,338.00	$ 8.90	$ 2,972.60	$ 20.00	$ 6,680.00
$	1.00	$ 1.00	$ 5,000.00	$ 5,000.00	$ 4,950.00	$ 4,950.00	$ 8,025.00	$ 8,025.00	$ 25,000.00	$ 25,000.00
$	230.00	$ 14,950.00	$ 230.00	$ 14,950.00	$ 230.00	$ 14,950.00	$ 300.00	$ 19,500.00	$ 150.00	$ 9,750.00
$	850.00	$ 56,950.00	$ 850.00	$ 56,950.00	$ 850.00	$ 56,950.00	$ 909.50	$ 60,936.50	$ 750.00	$ 50,250.00
$	108.00	$ 5,400.00	$ 110.00	$ 5,500.00	$ 254.00	$ 12,700.00	$ 100.00	$ 5,000.00	$ 60.00	$ 3,000.00
		$ 629,869.53		$ 640,359.93		$ 690,914.06		$ 708,295.85		$ 771,570.35

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 27, 2023

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

Attention: Moses Amidei, ICMA-CM – Village Administrator

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

Dear Mr. Amidei:

On Thursday, July 27, 2023 at 10:00 a.m. bids were received and opened publicly for the 2023 Resurfacing 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	$ 832,288.30
1	ALamp Concrete Contractors	$ 628,863.63
2	Johnson Paving	$ 629,869.53
3	Lindahl Bros Inc.	$ 640,359.93
4	K-Five Construction	$ 690,914.06
5	Brothers Asphalt Paving Inc.	$ 708,295.85
6	Mc Gill Construction Co. LLC	$ 771,570.35

ALamp Concrete Contractors is the low bidder with a bid of $ 628,863.63. We have reviewed their bid document and find it to be in order. ALamp appears 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,

Steven Nevling
Design Engineer I, Civil Design Department

cc: Sal Stella – Village of Forest Park

					Engineer's Estimate		1 Alamp	
Line Item	Pay Item	Pay Item Name	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	85	$ 60.00	$ 5,100.00	$ 10.00	$ 850.00
2	20700220	POROUS GRANULAR EMBANKMENT	CU YD	85	$ 50.00	$ 4,250.00	$ 10.00	$ 850.00
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	3166	$ 6.00	$ 18,996.00	$ 5.50	$ 17,413.00
4	25200110	SODDING, SALT TOLERANT	SQ YD	3166	$ 15.00	$ 47,490.00	$ 12.00	$ 37,992.00
5	25200200	SUPPLEMENTAL WATERING	UNIT	54	$ 30.00	$ 1,620.00	$ 1.00	$ 54.00
6	28000510	INLET FILTERS	EACH	60	$ 200.00	$ 12,000.00	$ 15.00	$ 900.00
7	31101180	SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	419	$ 10.00	$ 4,190.00	$ 4.00	$ 1,676.00
8	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	272	$ 10.00	$ 2,720.00	$ 9.00	$ 2,448.00
9	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	42	$ 40.00	$ 1,680.00	$ 1.00	$ 42.00
10	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	6543	$ 0.10	$ 654.30	$ 0.01	$ 65.43
11	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	200	$ 12.00	$ 2,400.00	$ 18.50	$ 3,700.00
12	40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	609	$ 110.00	$ 66,990.00	$ 129.00	$ 78,561.00
13	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1095	$ 120.00	$ 131,400.00	$ 100.00	$ 109,500.00
14	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY 6 INCH	SQ YD	75	$ 100.00	$ 7,500.00	$ 86.00	$ 6,450.00
15	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	7500	$ 16.00	$ 120,000.00	$ 7.50	$ 56,250.00
16	42400800	DETECTABLE WARNINGS	SQ FT	290	$ 50.00	$ 14,500.00	$ 25.00	$ 7,250.00
17	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	11138	$ 10.00	$ 111,380.00	$ 3.65	$ 40,653.70
18	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	75	$ 10.00	$ 750.00	$ 8.00	$ 600.00
19	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2725	$ 7.00	$ 19,075.00	$ 6.50	$ 17,712.50
20	44000600	SIDEWALK REMOVAL	SQ FT	7500	$ 3.00	$ 22,500.00	$ 1.75	$ 13,125.00
21	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2765	$ 60.00	$ 165,900.00	$ 34.00	$ 94,010.00
22	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	$ 2,500.00	$ 2,500.00	$ 62,250.00	$ 62,250.00
23	72000100	SIGN PANEL - TYPE 1	SQ FT	6	$ 10.00	$ 60.00	$ 25.00	$ 150.00
24	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	10	$ 10.00	$ 100.00	$ 25.00	$ 250.00
25	72900100	METAL POST - TYPE A	FOOT	16	$ 20.00	$ 320.00	$ 25.00	$ 400.00
26	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	10	$ 20.00	$ 200.00	$ 27.50	$ 275.00
27	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	420	$ 4.00	$ 1,680.00	$ 1.50	$ 630.00
28	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	942	$ 4.00	$ 3,768.00	$ 2.00	$ 1,884.00
29	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	375	$ 8.00	$ 3,000.00	$ 4.00	$ 1,500.00
30	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	334	$ 10.00	$ 3,340.00	$ 8.00	$ 2,672.00
31	X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	$ 10,000.00	$ 10,000.00	$ 7,000.00	$ 7,000.00
32	X0326859	PAVEMENT IMPRINTING	SQ YD	65	$ 200.00	$ 13,000.00	$ 230.00	$ 14,950.00
33	X0326862	STRUCTURES TO BE ADJUSTED	EACH	67	$ 425.00	$ 28,475.00	$ 650.00	$ 43,550.00
34	N/A	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	50	$ 75.00	$ 3,750.00	$ 65.00	$ 3,250.00
		INDICATES CORRECTED BY CBBEL			SUBTOTAL	$ 831,288.30		$ 628,863.63

	2		3		4		5		6	
	Johnson Paving		Lindahl		K-Five		Brothers		Mc Gill	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	$ 0.01	$ 0.85	$ 45.00	$ 3,825.00	$ 25.00	$ 2,125.00	$ 60.00	$ 5,100.00	$ 100.00	$ 8,500.00
	$ 0.01	$ 0.85	$ 45.00	$ 3,825.00	$ 50.00	$ 4,250.00	$ 60.00	$ 5,100.00	$ 65.00	$ 5,525.00
	$ 4.50	$ 14,247.00	$ 8.00	$ 25,328.00	$ 11.00	$ 34,826.00	$ 9.65	$ 30,551.90	$ 18.50	$ 58,571.00
	$ 16.99	$ 53,790.34	$ 8.00	$ 25,328.00	$ 7.00	$ 22,162.00	$ 9.65	$ 30,551.90	$ 26.50	$ 83,899.00
	$ 2.00	$ 108.00	$ 150.00	$ 8,100.00	$ 246.00	$ 13,284.00	$ 214.00	$ 11,556.00	$ 100.00	$ 5,400.00
	$ 165.00	$ 9,900.00	$ 165.00	$ 9,900.00	$ 130.00	$ 7,800.00	$ 176.55	$ 10,593.00	$ 200.00	$ 12,000.00
	$ 5.50	$ 2,304.50	$ 3.00	$ 1,257.00	$ 3.00	$ 1,257.00	$ 6.45	$ 2,702.55	$ 4.25	$ 1,780.75
	$ 8.50	$ 2,312.00	$ 5.00	$ 1,360.00	$ 5.00	$ 1,360.00	$ 9.10	$ 2,475.20	$ 8.00	$ 2,176.00
	$ 25.00	$ 1,050.00	$ 25.00	$ 1,050.00	$ 40.00	$ 1,680.00	$ 30.00	$ 1,260.00	$ 50.00	$ 2,100.00
	$ 0.01	$ 65.43	$ 0.01	$ 65.43	$ 1.33	$ 8,702.19	$ 0.40	$ 2,617.20	$ 0.40	$ 2,617.20
	$ 5.00	$ 1,000.00	$ 18.00	$ 3,600.00	$ 5.00	$ 1,000.00	$ 10.00	$ 2,000.00	$ 20.00	$ 4,000.00
	$ 124.00	$ 75,516.00	$ 115.00	$ 70,035.00	$ 129.50	$ 78,865.50	$ 150.00	$ 91,350.00	$ 105.00	$ 63,945.00
	$ 97.00	$ 106,215.00	$ 94.00	$ 102,930.00	$ 91.00	$ 99,645.00	$ 95.00	$ 104,025.00	$ 105.00	$ 114,975.00
	$ 80.00	$ 6,000.00	$ 105.00	$ 7,875.00	$ 115.00	$ 8,625.00	$ 133.75	$ 10,031.25	$ 110.00	$ 8,250.00
	$ 8.85	$ 66,375.00	$ 8.00	$ 60,000.00	$ 8.00	$ 60,000.00	$ 12.30	$ 92,250.00	$ 9.65	$ 72,375.00
	$ 41.00	$ 11,890.00	$ 25.00	$ 7,250.00	$ 25.00	$ 7,250.00	$ 42.80	$ 12,412.00	$ 30.00	$ 8,700.00
	$ 2.80	$ 31,186.40	$ 4.25	$ 47,336.50	$ 3.30	$ 36,755.40	$ 3.00	$ 33,414.00	$ 4.05	$ 45,108.90
	$ 20.00	$ 1,500.00	$ 15.00	$ 1,125.00	$ 15.00	$ 1,125.00	$ 19.25	$ 1,443.75	$ 10.00	$ 750.00
	$ 4.00	$ 10,900.00	$ 5.00	$ 13,625.00	$ 5.00	$ 13,625.00	$ 6.95	$ 18,938.75	$ 12.50	$ 34,062.50
	$ 2.00	$ 15,000.00	$ 2.50	$ 18,750.00	$ 2.50	$ 18,750.00	$ 1.87	$ 14,025.00	$ 3.00	$ 22,500.00
	$ 36.00	$ 99,540.00	$ 35.00	$ 96,775.00	$ 35.00	$ 96,775.00	$ 38.00	$ 105,070.00	$ 35.00	$ 96,775.00
	$ 35,382.16	$ 35,382.16	$ 40,000.00	$ 40,000.00	$ 73,633.97	$ 73,633.97	$ 17,340.00	$ 17,340.00	$ 10,000.00	$ 10,000.00
	$ 24.00	$ 144.00	$ 60.00	$ 360.00	$ 17.00	$ 102.00	$ 80.25	$ 481.50	$ 150.00	$ 900.00
	$ 18.00	$ 180.00	$ 37.00	$ 370.00	$ 18.00	$ 180.00	$ 80.25	$ 802.50	$ 20.00	$ 200.00
	$ 18.00	$ 288.00	$ 37.00	$ 592.00	$ 18.00	$ 288.00	$ 80.25	$ 1,284.00	$ 40.00	$ 640.00
	$ 10.00	$ 100.00	$ 10.00	$ 100.00	$ 10.00	$ 100.00	$ 8.90	$ 89.00	$ 100.00	$ 1,000.00
	$ 1.50	$ 630.00	$ 1.50	$ 630.00	$ 1.50	$ 630.00	$ 1.45	$ 609.00	$ 4.00	$ 1,680.00
	$ 2.50	$ 2,355.00	$ 2.50	$ 2,355.00	$ 2.50	$ 2,355.00	$ 2.25	$ 2,119.50	$ 5.00	$ 4,710.00
	$ 6.00	$ 2,250.00	$ 5.00	$ 1,875.00	$ 5.00	$ 1,875.00	$ 4.45	$ 1,668.75	$ 10.00	$ 3,750.00
	$ 7.00	$ 2,338.00	$ 7.00	$ 2,338.00	$ 7.00	$ 2,338.00	$ 8.90	$ 2,972.60	$ 20.00	$ 6,680.00
	$ 1.00	$ 1.00	$ 5,000.00	$ 5,000.00	$ 4,950.00	$ 4,950.00	$ 8,025.00	$ 8,025.00	$ 25,000.00	$ 25,000.00
	$ 230.00	$ 14,950.00	$ 230.00	$ 14,950.00	$ 230.00	$ 14,950.00	$ 300.00	$ 19,500.00	$ 150.00	$ 9,750.00
	$ 850.00	$ 56,950.00	$ 850.00	$ 56,950.00	$ 850.00	$ 56,950.00	$ 909.50	$ 60,936.50	$ 750.00	$ 50,250.00
	$ 108.00	$ 5,400.00	$ 110.00	$ 5,500.00	$ 254.00	$ 12,700.00	$ 100.00	$ 5,000.00	$ 60.00	$ 3,000.00
		$ 629,869.53		$ 640,359.93		$ 690,914.06		$ 708,295.85		$ 771,570.35

RESOLUTION NO. R-_____-23

RESOLUTION AUTHORIZING THE EXECUTION OF PAY REQUEST #5 FOR THE 2023 WATER MAIN PROJECT TO UNO CONSTRUCTION CO., INC. (WILCOX & FERDINAND)

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2023 Water Main Project ("Project") to Uno Construction Co., Inc. (“Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #5 for completed work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #5 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for certain services performed under the Project, pursuant to the Pay Request #5; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #5 to Contractor in the amount of Five Hundred Eighty-One Thousand Eight Hundred Seventy-Four and 75/100 ($581,874.75); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #5 to Contractor under the contract for the Project.

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

Section 1. The Council of the Village hereby approves Pay Request #5 to Contractor in the amount of Five Hundred Eighty-One Thousand Eight Hundred Seventy-Four and 75/100 ($581,874.75) under the contract for the Project with Contractor.

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

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of August, 2023.

_____
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2023.

_____
Vanessa Moritz, Clerk

UNO CONSTRUCTION CO., INC.
2023 WATER MAIN PROJECT
(WILCOX & FERDINAND)
PAY REQUEST #5

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

August 4, 2023

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

Attention: Salvatore Stella
Director of Public Works

Subject: 2023 Water Main Project – Wilcox & Ferdinand
Pay Request #5
(CBBEL Project No. R000023.00105)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #5 submitted by Uno Construction Co. Inc. in the amount of **$581,874.75** for the work completed so far. The payment will be:

1.	Contract Amount	$	2,636,531.00
2.	Work Completed to Date	$	1,354,537.75
3.	Less Previous Payments	$	637,209.22
4.	Less Retainage (10%)	$	135,453.78
5.	Amount Due	$	**581,874.75**

We recommend payment in the amount of **$581,874.75** to Uno Construction Co. Inc.

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

Sincerely,

Brad S. Bahn
Construction Engineer

Uno Construction Co. Inc.

6037 Brookbank Rd. Downers Grove, IL 60516
630-810-5740
630-810-5744 FAX
www.unosewer.com

Pay Estimate No. 5

Project:	2023 Water Main Project
Owner:	Village of Forest Park
	517 DesPlaines Ave.
	Forest Park, IL 60130

Amount:	$ 1,354,537.75
Less 10% Retention:	$ 135,453.78
Less Previous Payout:	$ 637,209.22
Balance Due:	$ 581,874.75

Attached please find the following:

- ✓ Itemized Invoice
- ✓ Waiver of Lien to Date
- ✓ Certified Payroll(s)

Item	Item Description	Unit	Plan QTY	Unit Price	Bid Total	Qty to Date	Built Total
1	TREE TRUNK PROTECTION	EA	44.00	$24.00	$1,056.00	0.00	$0.00
2	TRENCH BACKFILL	CY	2,250.00	$45.00	$101,250.00	1,552.20	$69,849.00
3	STORM SEWER REMOVAL, 10"	FT	104.00	$15.00	$1,560.00	46.00	$690.00
4	STORM SEWER REMOVAL, 12"	EA	293.00	$15.00	$4,395.00	0.00	$0.00
5	STORM SEWER REMOVAL, 15"	FT	55.00	$20.00	$1,100.00	0.00	$0.00
6	STORM SEWER REMOVAL, 18"	FT	22.00	$10.00	$220.00	0.00	$0.00
7	DUCTILE IRON WATER MAIN TEE, 8" X 4"	EA	1.00	$700.00	$700.00	0.00	$0.00
8	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EA	6.00	$700.00	$4,200.00	8.00	$5,600.00
9	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EA	1.00	$700.00	$700.00	3.00	$2,100.00
10	DUCTILE IRON WATER MAIN REDUCER, 8" X 6"	EA	3.00	$500.00	$1,500.00	1.00	$500.00
11	DUCTILE IRON WATER MAIN 6"	FT	125.00	$75.00	$9,375.00	86.00	$6,450.00
12	DUCTILE IRON WATER MAIN 8"	FT	2,272.00	$135.00	$306,720.00	2,201.75	$297,236.25
13	DUCTILE IRON WATER MAIN 10"	FT	10.00	$130.00	$1,300.00	10.00	$1,300.00
14	DUCTILE IRON WATER MAIN 12"	FT	15.00	$130.00	$1,950.00	12.50	$1,625.00
15	WATER VALVES 6"	EA	1.00	$3,500.00	$3,500.00	0.00	$0.00
16	WATER VALVES 8"	EA	8.00	$3,600.00	$28,800.00	8.00	$28,800.00
17	WATER VALVES 10"	EA	1.00	$3,700.00	$3,700.00	1.00	$3,700.00
18	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EA	15.00	$750.00	$11,250.00	12.00	$9,000.00
19	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FT	300.00	$75.00	$22,500.00	106.00	$7,950.00
20	FIRE HYDRANTS TO BE REMOVED	EA	4.00	$300.00	$1,200.00	1.00	$300.00
21	FIRE HYDRANT WITH AUXILARY VALVE AND VALVE BOX	EA	6.00	$9,000.00	$54,000.00	6.00	$54,000.00
22	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3.00	$8,000.00	$24,000.00	0.00	$0.00
23	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	10.00	$4,800.00	$48,000.00	9.00	$43,200.00
24	MANHOLES TO BE RECONSTRUCTED	EA	19.00	$2,000.00	$38,000.00	0.00	$0.00
25	MOBILIZATION	LS	1.00	$5,000.00	$5,000.00	1.00	$5,000.00
26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LS	1.00	$50,000.00	$50,000.00	0.50	$25,000.00
27	CONSTRUCTION LAYOUT (SPECIAL)	LS	1.00	$9,500.00	$9,500.00	0.80	$7,600.00
28	STORM SEWER REPAIR	FT	30.00	$45.00	$1,350.00	0.00	$0.00
29	CURED-IN-PLACE PIPE LINER, 12"	FT	606.00	$80.00	$48,480.00	0.00	$0.00
30	EXPLORATION TRENCH (SPECIAL)	FT	200.00	$2.00	$400.00	0.00	$0.00
31	WATER MAIN REMOVAL	FT	70.00	$45.00	$3,150.00	69.50	$3,127.50
32	VALVE VAULTS TO BE REMOVED	EA	8.00	$800.00	$6,400.00	0.00	$0.00

33	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1.00	$30,000.00	$30,000.00	0.00	$0.00
34	DRAINAGE STRUCTURE TO BE REMOVED	EA	6.00	$8,000.00	$48,000.00	0.00	$0.00
35	CLASS D PATCHES, 6 INCH (SPECIAL)	SY	1,310.00	$70.00	$91,700.00	0.00	$0.00
36	ITEMS ORDERED BY ENGINEER	EA	30,000.00	$1.00	$30,000.00	71,950.00	$71,950.00
37	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EA	7.00	$3,500.00	$24,500.00	5.00	$17,500.00
38	PLUG AND BLOCK EXISTING WATER MAIN (SPECIAL)	EA	7.00	$4,000.00	$28,000.00	3.00	$12,000.00
39	SANITARY SEWER REMOVAL AND REPLACEMENT, 12"	FT	120.00	$660.00	$79,200.00	171.00	$112,860.00
40	SANITARY SEWER REMOVAL AND REPLACEMENT, 15"	FT	55.00	$400.00	$22,000.00	83.00	$33,200.00
41	SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-5 LF	EA	18.00	$400.00	$7,200.00	12.00	$4,800.00
42	STORM SEWER DUCTILE IRON 10"	FT	104.00	$450.00	$46,800.00	46.00	$20,700.00
43	STORM SEWER DUCTILE IRON 12"	FT	293.00	$350.00	$102,550.00	0.00	$0.00
44	STORM SEWER DUCTILE IRON 15"	FT	55.00	$100.00	$5,500.00	0.00	$0.00
45	STORM SEWER DUCTILE IRON 18"	FT	22.00	$100.00	$2,200.00	0.00	$0.00
46	SURGE SUPPRESSOR	EA	1.00	$5,000.00	$5,000.00	1.00	$5,000.00
47	VIDEO TAPING (INTERIOR AND EXTERIOR)	LS	1.00	$8,000.00	$8,000.00	0.00	$0.00
48	WATER SERVICE INTERIOR RESTORATION	EA	129.00	$700.00	$90,300.00	44.00	$30,800.00
49	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EA	129.00	$5,425.00	$699,825.00	44.00	$238,700.00
50	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EA	50.00	$6,000.00	$300,000.00	21.00	$126,000.00
51	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EA	49.00	$4,500.00	$220,500.00	24.00	$108,000.00
	TOTAL				**$2,636,531.00**		**$1,354,537.75**

Waiver of Lien to Date
(Partial)

State of Illinois }
County DuPage } ss.

ESCROW # _____

To Whom It May Concern:

WHEREAS the undersigned has been employed by Village of Forest Park
to furnish 2023 Water Main Project
for the premises known as Ferdinand Ave from Roosevelt Rd to Harrison, Wilcox Ave from RR to Des Plaines Ave
of which Village of Forest Park *is the owner.*

The undersigned, for and in consideration of Five Hundred Eighty One Thousand Eight Hundred Seventy Fou
($ 581,874.75 *) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statues of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.*

Date 08/03/23 ***Company Name*** Uno Construction Co. Inc.

Address 6037 Brookbank Rd. Downers Grove, IL 60516

Signature and Title _____

CONTRACTOR'S AFFIDAVIT

State of Illinois }
County DuPage } ss.

To Whom It May Concern:

The undersigned, (Name) Alberto Garcia *being duly sworn, deposes and says that he or she is (Position/Title)* President
of (Company Name) Uno Construction Co. Inc.
who is the contractor furnishing 2023 Water Main Project
work on the building located at Ferdinand Ave from Roosevelt Rd to Harrison, Wilcox Ave from RR to Des Plaines
owned by Village of Forest Park *that the total amount of the contract including extras is $* 2,636,531.00 *(CONTRACT AMOUNT) on which he or she has received payment of $* 637,209.22 *(PREVIOUS PAYMENT) prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specification:*

SUPPLIER INFORMATION & MATERIAL WAIVER

NAME/ADDRESSES	*WHAT FOR*	*CONTRACT PRICE*	*PREVIOUS PAYMENT*	*THIS PAYMENT*	*BALANCE TO BECOME DUE*
Uno Construction Co. Inc.	2023 Water Main	2,636,531.00	637,209.22	581,874.75	1,471,447.03
6037 Brookbank Rd.					
Downers Grove, IL 60516					
TOTAL LABOR AND MATERIAL TO COMPLETE		$2,636,531.00	$637,209.22	$581,874.75	$1,417,447.03

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

Date 8/03/23 ***Signature*** _____

Subscribed and sworn to before me this 3rd ***day of*** August, 2023

ANTONIO GARCIA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 07, 2024

Notary Public

Construction, Partial Lien Waiver
Stewart Title - Illinois Division (01/2018)

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

August 14, 2023

Issue Statement

Request for Village Council Action: Resolution Approving and Authorizing the Execution of a Software Service Agreement By and Between Cloudpermit, Inc. and the Village of Forest Park

Background

The Village's building permit software, PINS, is being retired by its owner.

In light of this, Village staff researched and took part in demonstrations of potential building permit related software platforms, including Cloudpermit, OpenGov and Springbrook (which would be an add-on to our current system).

Following a review and analysis, staff is recommending utilizing the Cloudpermit platform. From a price perspective, all three options are relatively the same though Cloudpermit costs less per year ($6,000/year) following the initial transition year. Further, staff prefers the features of Cloudpermit over the other two options.

The Cloudpermit platform will allow permitees to submit applications and plans online without having to walk into Village Hall. Payments can also be done online as well.

Staff, plan review and inspection comments will all exist upon this cloud-based platform; again, allowing for the conversion of the building permit process to transition from a paper-based to a cloud-based system, over-time.

Implementation of this new platform may take about 90 days. In the interim, staff will determine the interface the system will have to allow for online payment of building permit related charges.

Information about this system can be viewed on Cloudpermit's website:
https://cloudpermit.com/solutions/building-permitting

Attachments

- Cloudpermit Proposal.

RESOLUTION NO. R-_____-23

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A SOFTWARE SERVICE AGREEMENT BY AND BETWEEN CLOUDPERMIT, INC. AND THE VILLAGE OF FOREST PARK

WHEREAS, the Village of Forest Park ("Village") utilizes various computer software in its day-to-day operations; and

WHEREAS, due to the nature of such software, it is hereby determined that professional software services are necessary; and

WHEREAS, Cloudpermit, Inc. is a professional software servicing firm; and

WHEREAS, because of the unique nature of the services to be provided, the Village Council finds it is in the best interest of the Village to waive the bidding/proposal process and to contract with Cloudpermit, Inc. for professional software services.

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

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

Section 2. The Village Council finds that it is advisable, necessary and in the public interest that the Village waive the bidding/proposal process and contract for professional software services for the various software utilized by the Village with Cloudpermit, Inc.

Section 3. The Village Council hereby waives the bidding/proposal process and the Cloudpermit Software Service Agreement, attached hereto and made a part hereof, is hereby approved and the Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village said Agreement substantially in the form attached hereto

as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 4. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 14th day of August, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of August, 2023.

_____
Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2023.

_____
Vanessa Moritz, Village Clerk

EXHIBIT A

Cloudpermit Software Service Agreement

Cloudpermit
11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Order Form

Order #: Q-01179-2
Customer #: CUST-0029799
Date: 7/27/2023
Sales Person: Brian Liszka
Sales Person Email: brian.liszka@cloudpermit.com
Delivery Method: E-Mail

Ship To
Brad Gordon
Forest Park
517 Desplaines Avenue
Forest Park, Illinois 60130
United States
708-860-4725
bgordon@forestpark.net

Bill To
Forest Park
517 Desplaines Avenue
Forest Park, Illinois 60130
United States

Subscription

Product		Year 1	Year 2	Year 3
Building	Annual Total	USD 6,000	USD 6,000	USD 6,000
	Subscription Total:	USD 6,000	USD 6,000	USD 6,000

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

Service

Description	Annual Total
Implementation Fee	USD 3,000
Data Import	USD 3,500
Service Total:	USD 6,500

Customer Total First Year:	**USD 12,500**

Terms and Conditions

Term:	3 years, billable annually
Invoicing:	Subscription invoice to be sent after contract is signed and then annually. First invoice (50%) for implementation fee is due upon implementation start (M1) and the second invoice (50%) for implementation fee to be sent after Go Live Milestone (M2) is approved.
Payment Term:	Net 30 days from Invoice Date
Subscription Start Date:	Date of contract signature

All stated prices are exclusive of any taxes.

Customer Name: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Accounts Payable Email: _____

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the “Agreement”).
The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Cloudpermit

Signature: _____

Printed Name of Person Signing: Jarkko Turtiainen

Title: SVP North America

Date: _____

Cloudpermit

CLOUDPERMIT
IMPLEMENTATION MODEL

Cloudpermit

TABLE OF CONTENTS

CLOUDPERMIT IMPLEMENTATION DESCRIPTION 2
IMPLEMENTATION TIMELINE 2
IMPLEMENTATION MODEL 3
Kickoff *3*
Workshop *3*
Configuration *3*
Training & Testing *3*
Go Live *3*
MILESTONES & ACCEPTANCE CRITERIA 4
CHANGE MANAGEMENT 4
ADDITIONAL SERVICES COST 4

CLOUDPERMIT IMPLEMENTATION DESCRIPTION

The implementation model, described herein, details the proven model used to implement the various products offered by Cloudpermit for a new public-facing solution for the Customer. This is accomplished through a five-stage implementation process: Stage 1 – Kickoff, Stage 2 – Workshop, Stage 3 – Configuration, Stage 4 - Training & Testing and Stage 5 - Go Live.

The product(s) to be implemented is identified on the approved order form and is inclusive of the functionality that is identified in the product specific documentation.

Any services not listed on the Order Form are considered out of scope and can only be added through an agreed upon change order.

IMPLEMENTATION TIMELINE

The implementation schedule for Cloudpermit is mutually agreed upon prior to the Kickoff meeting and documented with a project plan. Any modifications or extensions to the project plan will be requested through the customer´s authorized representative and evaluated by Cloudpermit Head of Professional Services for review and discussion. If this modification or extension is granted, Cloudpermit will provide a change order to be signed by the Customer. Cloudpermit standard implementation timeline is detailed below.

Cloudpermit Estimated Project Timeline	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19
Building Department	5-6 weeks																		
By-Law or Code Enforcement						4-5 Weeks													
Planning Department										8-10 weeks									

To manage this timeline, Cloudpermit Implementation Specialist will establish a weekly meeting checkpoint to ensure the implementation is on track and weekly action items are achieved.

IMPLEMENTATION MODEL

As part of the Implementation Model, Cloudpermit and the Customer will be responsible for performing tasks throughout the various stages of the implementation process. The following is a description of tasks needed to successfully complete the implementation of the Cloudpermit Product. For a more detailed description please refer to the Cloudpermit Implementation Methodology documentation.

Kickoff

A meeting between Cloudpermit and the Customers staff and key stakeholders to provide an overview of the product, discuss the goals and objectives and the agreed upon project schedule to establish a plan for a successful implementation.

Workshop

Cloudpermit solution is built on standard, out of the box, functionality. The workshop will ensure that the Implementation Specialist has a full understanding of the business processes, the details the municipality needs to collect from the applicant, fee schedules and any templates which needs to be generated. Cloudpermit standard out of the box solution integrates with ESRI ArcGIS through a REST(API) to establish the property location and also integrates with certain Payment Providers to allow for online payments. Cloudpermit encourages the use of 3rd party payment providers which are already integrated with Cloudpermit. The Implementation Specialist can provide a full list of the 3rd party payment providers, however, if the municipality uses another 3rd party vendor, then a custom integration is needed and could impact the schedule. This should be identified as soon as possible to minimize the impact to the schedule.

Note: Any Non-Standard Integrations are subject to additional Scope and costs.

Configuration

Configuration of Cloudpermit with the features and functionalities needed to allow the customer the ability to process applications using the online Cloudpermit solution.

Training & Testing

Cloudpermit Implementation Specialist will provide two (2) standard training sessions to key users of the system to ensure the customer can successfully test the product.

Additional Training: Cloudpermit's training is built to ensure the customer is ready to utilize the software to its full extent. In some cases, additional training is necessary during implementation or Post Go Live. The customer can order additional training according to Cloudpermit's price list.

Go Live

Go Live includes a Go/No Go decision prior to a scheduled Go Live meeting where the training environment configuration will be promoted to the production. At the Go Live meeting the customer will

submit their first Customer permit/application and/or create their first case in Cloudpermit to satisfy the Customers go live.

MILESTONES & ACCEPTANCE CRITERIA

Milestones are used for acceptance of various steps within the Implementation process. At the completion of each milestone the client will receive a Milestone Acceptance Document to be signed accepting that the tasks provided within each milestone have been completed. It is agreed that the Customer will accept each Milestone, unless such Milestone contains a "go live blocker" defect and Customer so notifies Cloudpermit, in writing, within 5 business days of the Milestone Acceptance Request. Milestones that do not receive notification of non-acceptance within 5 business days will be deemed accepted.

Milestone Number	Milestone Description	Billable Amount
M1	Project Plan Acceptance	50%
M2	The kickoff, configuration, and 1st training sessions has been completed	50%
	Go Live tasks have been completed and the first permit/application is entered in Cloudpermit production Environment.	

Once Cloudpermit has provided corrections, Customer will have Seven (7) business days to verify that the corrections are sufficient and to provide written notice of any failure to correct a Go Live Blocker. If no written notification is provided, the corrections and the Milestone will be deemed accepted.

Cloudpermit will correct all Go Live Blockers as described above and handle Post Go Live issues within a reasonable Post Go Live window. All other Defects will be tracked for potential future releases. Notice of any Go Live Blocker defect must be provided to Cloudpermit in writing.

CHANGE MANAGEMENT

Cloudpermit Implementation Model provides a comprehensive, fully inclusive approach to implement the Cloudpermit solution. During the implementation process, additional needs may be identified for the Customer, that are outside of the project scope. These items once identified will be managed through a Change Request. The Change Order will identify the request, detail the requirements and justification and any scheduling or cost implications resulting from the change Request.

ADDITIONAL SERVICES COST

Additional Services are available from the Professional Services team that may not be included in the previously agreed upon scope. Cloudpermit can provide additional services as per the price list and through a change order

For on-site meetings, travel and per diem expenses will be invoiced to the Customer in accordance with Cloudpermit Travel Policy which will include airfare, mileage, hotel accommodations and daily per diem.

I N V O I C E

From: Sweet Reminder
20218 W. Coral Rd.
Marengo, IL 60152

Phone: (630) 375-9717

To: Howard Mohr Comm. Center
ATTN: Brenda Powers
7640 Jackson Blvd.
Forest Park, IL 60130

Invoice Date:	07/07/23
Invoice #:	00009
Due Date:	10 DAYS BEFORE EVENT: 10/02/23

Description	*Qty.*	*Unit Price*	*Total*
Entertainment: Lunch and Musical Program- **Nifty 50's & 60's!** Performance Date: 10/12/23 Location: White Fence Farm, Romeoville, IL	25	*47.00	$1,175.00
*Price reflects discount for parties of 15 or more.			

Balance Due: $1,175.00

Thank you!

July 30, 2023

Howard Mohr Community Center
7640 Jackson Blvd
Forest Park, IL 60130

TIMBER LAKE PLAYHOUSE
Your Theatre in the Woods

Dear Brenda,

This is to confirm your reservation for the **September 13, 2023 (2:00 pm) performance of *Church Basement Ladies***. The reservation is for **twenty-five tickets**, with two complimentary tickets for your group leader and bus driver, at the group rate of **$25.00** per ticket for a total amount of **$575.00**.

Please sign and date a duplicate copy of this letter and return it prior to the performance. This form may also be returned digitally.

Your final payment of **$575.00** will be due no later than **August 29th**. Changes to the ticket amount, barring those included in the deposit, can be made up until this date as well.

We are delighted to have your group join us at Timber Lake Playhouse. If you need help making local arrangements or should you have any questions, please do not hesitate to contact us at ashlyn@timberlakeplayhouse.org or by calling the box office at (815) 244-2035.

Signed _____ Date 8/2/2023

Sincerely,

Dan Danielowski

Dan Danielowski
Timber Lake Playhouse
Executive Director

sarah's inn
together strong

PO Box 1159
Oak Park, IL 60304

office: 708-386-3305
24-hour crisis line:
708-386-4225

sarahsinn.org

August 1, 2023

Mayor Rory Hoskins
Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130

Dear Mayor Hoskins,

On behalf of Sarah's Inn's staff and Board of Directors, I would like to request permission to have banners hung up at Madison & Circle and Madison & Des Plaines during October to help raise awareness for Domestic Violence Action Month.

The banners will be ready by September 22. If approved, please let us know when would be a good time to drop off the banners.

Thank you for your consideration and ongoing support of Sarah's Inn. If you have any questions, please don't hesitate to reach out to Kelly Mitchell, Development and Communications Associate, at kellym@sarahsinn.org.

Gratefully yours,

Carol M. Gall

Carol Gall, MA, ICDVP
Executive Director
(708) 556-2130
carolg@sarahsinn.org

VILLAGE OF

FOREST PARK

BIG CITY ACCESS SMALL TOWN CHARM

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

APPLICATION INFORMATION

Type of Organization:

- ☐ **Business**
- ☒ **Charitable**
- ☐ **Educational**
- ☐ **Fraternal**
- ☐ **Labor**
- ☒ **Nonprofit**
- ☐ **Religious**
- ☐ **Veterans**

Name of Organization: KIWANIS Club of Forest Park

Address: PO Box Forest Park IL 60130

Applicant's Name: K. Lyons

Email Address: ForestParkILKiwanis@gmail.com Phone: (773) 610-9352

Length of time organization has been in existence: 100 YRS

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

Place: F.P. Date JAN ~~25~~ 1923

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

- ☒ Application Fee -Waived
  - Class A if aggregate prize value does not exceed $500.00 - $25.00
  - Class B if aggregate prize value is between $500.00 and $5,000.00 - $25.00
  - Class C if aggregate prize value is between $5,000.00 and $50,000.00 - $25.00
  - Class D if aggregate prize value is greater than $50,000.00 - $25.00
- ☐ Articles of Incorporation and/or Charter
- ☒ Organization's Raffle Rules
- ☐ Organization's IRS Letter of Determination (if applicable)
- ☐ Fidelity Bond

OFFICER INFORMATION

President/Chairperson's Name: Kristen Lyons
Address: [redacted]
Telephone #: [redacted] Email: attorneykristen@gmail.com

Secretary's Name (if applicable): N/A
Address:
Telephone #: Email:

Treasurer's Name: Karen Dylewski
Address: FP Community Center - 7640 Jackson Blvd, FP IL 60130
Telephone #: 708-606-0597 Email: Kdylewski@forestpark.net

Raffle Manager's Name: Kristen Lyons
Address: Same as above
Telephone #: Email:

RAFFLE INFORMATION

☒ **Traditional** ☐ **50/50** ☐ **Progressive**

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): Current date to 09-30-23
Area(s) where Raffle Tickets will be sold: Forest Park area
Raffle Ticket Price: $10 Each
Maximum number of tickets to be sold: 1,000

Drawing(s):

Date(s) and time(s) of raffle drawing: 09-30-23 at 9:30PM
Location of raffle drawing(s): FEARON HALL 815 ELGIN, FP IL 60130

RAFFLE INFORMATION

For Progressive Raffles, state the day(s) of the week and when winning chances will be determined:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

N/A

List of Prizes and Retail Cost(s):

Prize	Retail Cost
Grand Prize (1)	$ 1,000.00
Ten Prizes drawn at $100 each (10)	$ 100.00
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	Total: $ 2,000.00

BOND INFORMATION

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

AFFIDAVIT

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

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

Kristen Lyons - President Kiwanis Club
Applicant

[redacted]
President/Chairman

N/A
Secretary

[redacted]
Raffle Manager

Subscribed and sworn to me this N/A day of _____, 20____.

Notary Public

(SEAL)