



**VILLAGE OF FOREST PARK
COUNCIL MEETING AGENDA**
Monday, January 22, 2024
Lower Level of Village Hall
7:00 PM

In-Person and Via Live Stream

Dial-In Live Stream: 312-626-6799; Webinar ID 825 2017 9533; Passcode 663326 or click here:
<https://us02web.zoom.us/j/82520179533?pwd=WGc3TkhhLzdKZlI2eXNkWHF1bGdlUT09>

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES FROM THE JANUARY 8, 2024 REGULAR MEETING OF THE COUNCIL

PUBLIC COMMENT: - emailed public comment can be sent to the village clerk at vmoritz@forestpark.net prior to 6:30 p.m. the day of the meeting

COMMUNICATIONS:

DEPARTMENT REPORTS:

1. Fire Department
2. Police Department

BILLS BY RESOLUTION

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Resolution Appointing Rachell Entler as Village Administrator and Approving and Ratifying the Village Administrator Agreement
2. Resolution for Maintenance Under the Illinois Highway Code (Annual IDOT Resolution Regarding Use of MFT Monies for Maintenance Operations)
3. Resolution to Approve and Authorize the Execution of a Professional Engineering Services Proposal for Phase II Design Engineering Services with CBBEL for the Fillmore Street Brick Repair Project
4. Resolution to Approve and Authorize the Execution of a Professional Engineering Services Proposal for Phase II Design Engineering Services with CBBEL for the Elgin Avenue Watermain and Resurfacing Project
5. Resolution Approving the Specifications and Authorizing the Advertising of Bids for the 2024 Lead Service Replacement Project
6. Resolution to Approve and Authorize the Execution of a Professional Engineering Services Proposal for Phase II Design Engineering Services with CBBEL for the 2024 50-50- Sidewalk Replacement Project.
7. Ordinance Imposing an Additional 1 Cent Per Gallon Motor Fuel Tax Pursuant to the Municipal Motor Fuel Tax Law
8. Ordinance amending Section 3-3-6 entitled License Fee and Number and Section 3-3-7 entitled Term, Conditions Regarding Fees both of Chapter 3 entitled Liquor Control of Title 3, Entitled "Business and License Regulations"
9. Approval: Forest Park Theater Request for Donations Through the Annual Vehicle Sticker Renewal
10. Approval: Banner Request – Forest Park Chamber: Parade and Restaurant Week
11. Approval: Appointment to the Recreation Board
 - a. Shyheim Ward (term expires April 30, 2027)

ADMINISTRATOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, JANUARY 8, 2024**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:06 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 December 18, 2023, Annual Tax Levy Public Hearing be 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 minutes from the December 18, 2023, Regular meeting of the Council be 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 minutes from the December 18, 2023, Closed Session meeting of the Council be approved.

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

Mr. Joshua Castille requested assistance with parking near his home as he does not feel safe walking four blocks from the municipal lot to his home at night.

Mr. Steven Backman commemorated the 20th anniversary of the group CU in FP.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

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 \$1,884,958.23.

**R-01-24
APPROVAL OF BILLS IN
THE AMOUNT OF
\$1,884,958.23
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:

Ms. Ann Scales Principal, Lauterbach and Amen, presented the 2023 audit report to the members. Ms. Scales stated the disclosures were neutral, consistent, and clear, and there were no significant difficulties in performing the audit.

**2023 AUDIT
PRESENTATION BY
LAUTERBACH AND AMEN**

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Ordinance amending the code of ordinance of the Village of Forest Park to regulate unscheduled bus stops be adopted.

**O-01-24
ORDINANCE REGULATING
UNSCHEDULED BUS
STOPS
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 that the Ordinance authorizing the sale or disposition of surplus property of the Village of Forest Park (Police Vehicles) be adopted.

**O-02-24
ORDINANCE AUTHORIZING
SALE OF THREE POLICE
VEHICLES
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 that the Resolution approving Pay Request #1 (FINAL) for the 2023 Village Hall Parking Lot Improvements Project from A Lamp Concrete Contractors, Inc. be adopted.

**R-02-24
RESOLUTION APPROVING
PAY REQUEST FROM A
LAMP CONCRETE
CONTRACTORS
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 Maxham that the Resolution approving and authorizing the execution of an application for a Building Resilient Infrastructure and Communities ("BRIC") Grant through the Federal Emergency Management Agency (FEMA) (Hazard Mitigation Assistance Program) be adopted.

**R-03-24
RESOLUTION APPROVING
BRIC GRANT APPLICATION
THROUGH FEMA
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 Voogd to approve the raffle permit application submitted by the Forest Park Historical Society for their fundraiser on January 19, 2024.

**HISTORICAL SOCIETY
RAFFLE PERMIT
APPLICATION
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,
Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Interim Village Administrator Entler reported that snow routes will be in effect and enforced during the upcoming winter storm that is expected.

COMMISSIONER'S REPORTS:

Commissioner Maxham did not have a report this meeting.

Commissioner Nero reminded residents to be careful while shoveling snow and to be cognizant of your neighbors who may be elderly or in need of help. Commissioner Nero also reminded the public to be careful while using space heaters.

Commissioner Melin-Rogovin reported that the Snow Angels were available to help residents keep their sidewalks clean. Residents can look on social media and can contact her to be put in contact with the Snow Angles organizer Jordan Kuehn. Commissioner Melin-Rogovin also welcomed district school kids back from Winter Break and urged drivers to be cautious while on the road especially around the schools.

Commissioner Voogd reported her 2024 goals. Commissioner Voogd reported on the state of the Village owned buildings and the recent building assessments that were completed. Commissioner Voogd stated one of her goals is to work with staff to put together a plan to address the needs of the buildings. Commissioner Voogd also encouraged residents to apply for seats on several of our volunteer boards and commissions and thanked Public Works for their hard work.

Mayor Hoskins asked Commissioners to mark down February 10th for the WCMC Legislative Breakfast. Mayor Hoskins reported the Village has requested funding through the Water Resources Development Act to assist the Village with the concerns related to the water reservoir. Mayor Hoskins echoed Commissioner Nero's advisement to be careful when shoveling the heavy wet snow coming our way and to help out neighbors.

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 7:51 P.M.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**FOREST PARK
FIRE DEPARTMENT**



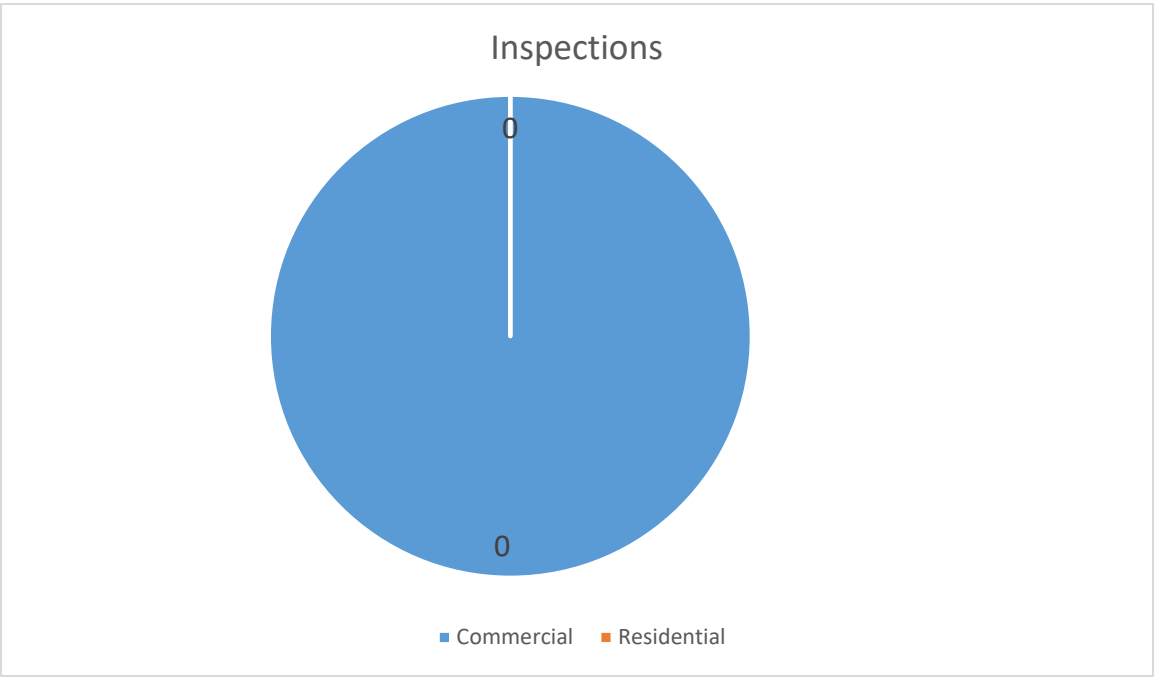
NOVEMBER 2023



Calls

The Fire Department responded to 388 calls in the month of November. That is an average of 12.9 calls per day for the month. 59% of the calls were for EMS. 41% were for fire/service calls.

Major Incidents: No notable incidents for November



Inspections

Residential inspections: None

Commercial inspections total: 0

Training

November 2023

FPFD

- | | |
|----------------------------------|-----|
| • Battery Cut Off Saw In-service | 1.5 |
| • Driver Training | 8.5 |
| • Ladders | 1 |
| • Patient Care Reports | 6 |
| • SCBA MOD C | 9.5 |

Total =	26.5
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Outside Drills

Total =	0
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Other Activities

- | | |
|--------------------------|----|
| ○ Meeting | 8 |
| ○ Data Base | 17 |
| ○ Seminars | 0 |
| ○ Scheduling | 5 |
| ○ General Administration | 20 |

Total =	50
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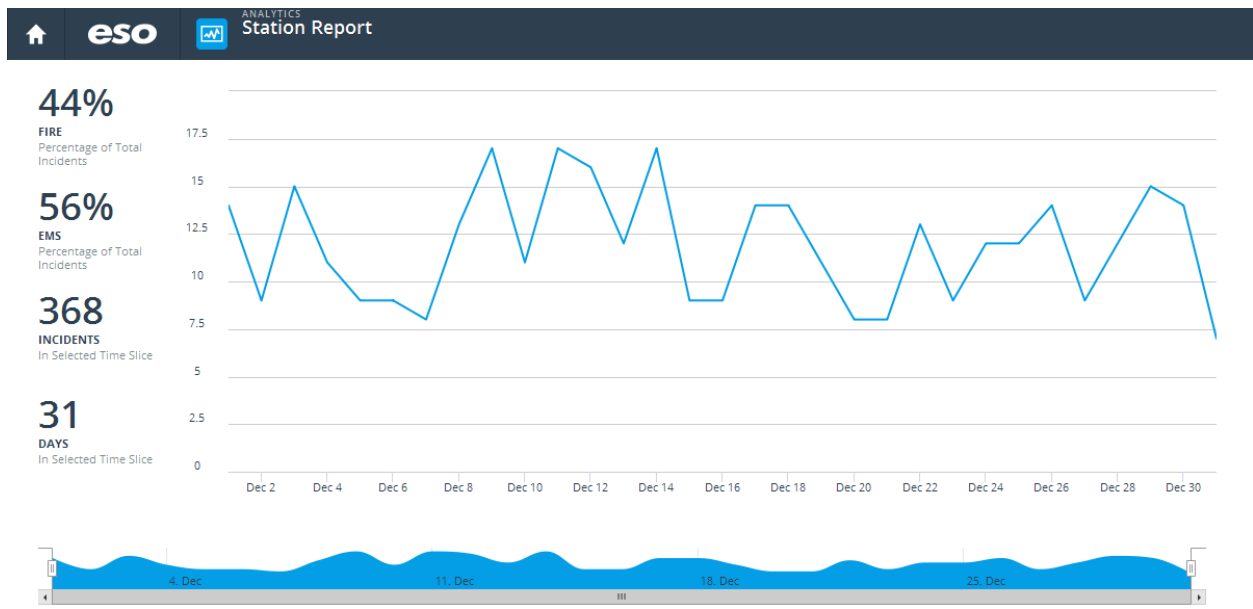
Child Safety Seat Installations – 1 car seat install was done

Community Involvement- The FD assisted the schools with lockdown drills this month.

**FOREST PARK
FIRE DEPARTMENT**



DECEMBER 2023



Calls

The Fire Department responded to 368 calls in the month of December. That is an average of 11.8 calls per day for the month. 56% of the calls were for EMS. 44% were for fire/service calls.

Major Incidents:

12/01/2023 - 5931 16th St. Cicero – Box Alarm Structure Fire

12/11/2023 - 2703 60th Ct. Cicero – Box Alarm Structure Fire

12/14/2023 - 6631 31st St. Berwyn - Box Alarm Structure Fire

12/01/2023 - 5931 16th St. Cicero – Box Alarm Structure Fire



FP crews assisted in search and fire control. FP crew responded to a MAYDAY call to assist Firefighters in distress.

12/01/2023 - 5931 16th St. Cicero – Box Alarm Structure Fire



FP crews assisted in search and fire control.

12/01/2023 - 5931 16th St. Cicero – Box Alarm Structure Fire



FP crews assisted in search and fire control. FP Chief assisted with scene management.

12/11/2023 - 2703 60th Ct. Cicero – Box Alarm Structure Fire



FP crews assisted with fire control and overhaul. FP Chiefs assisted with scene Management.

12/11/2023 - 2703 60th Ct. Cicero – Box Alarm Structure Fire



FP crews assisted with fire control and overhaul. FP Chiefs assisted with scene Management.

12/11/2023 - 2703 60th Ct. Cicero – Box Alarm Structure Fire



FP crews assisted with fire control and overhaul. FP Chiefs assisted with scene Management.

12/14/2023 - 6631 31st St. Berwyn - Box Alarm Structure Fire



FP crews assisted with fire attack and overhaul. FP Chiefs assisted with scene management.

12/14/2023 - 6631 31st St. Berwyn - Box Alarm Structure Fire



FP crews assisted with fire attack and overhaul. FP Chiefs assisted with scene management.

12/14/2023 - 6631 31st St. Berwyn - Box Alarm Structure Fire



FP crews assisted with fire attack and overhaul. FP Chiefs assisted with scene management.



Inspections

Residential inspections: None

Commercial inspections total: 0

Training

December 2023

FPFD

• Bloodborne Pathogens	.5
• Driver Training	2
• EMS PCR	6
• Fire Critique	3
• Hazmat Awareness	2
• Hazmat Right to Know	1
• Lockout/Tagout	1
• SCBA MOD A	2
• SCBA MOD B	6
• SCBA MOD C	1.25
• SCBA MOD D	2
• TRA	3

Total = 29.75

Outside Drills

Total = 0

Other Activities

○ Meeting	8
○ Data Base	17
○ Seminars	0
○ Scheduling	5
○ General Administration	20

Total = 50

Child Safety Seat Installations – 2 car seat installs were done

Community Involvement- The FD assisted the schools with lockdown drills this month.



THE REAL SVG

Forest Park
Forest Park
Police Department
Police Department

November - December 2023 2023

Monthly Report

Monthly Report

Forest Park Police Department

CAD Call Statistics

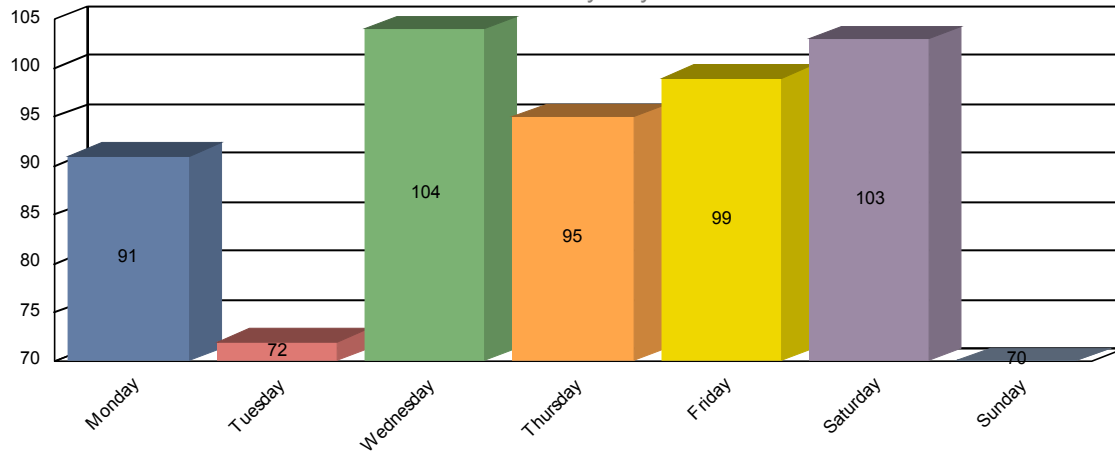
Time Period 11/01/2023 - 12/31/2023

Total Items For Service

634

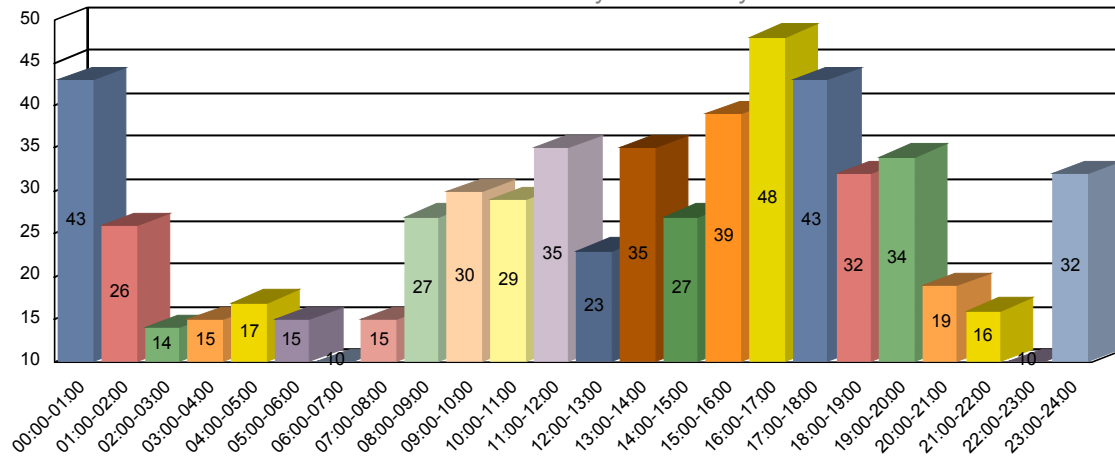
Items For Service Distribution

Total By Day of Week



Items For Service Distribution

Total By Hour of Day





November / December 2023

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

- November 11, 2023 – Veterans' Day Service at Adams and Thomas – Forest Park Police Honor Guard – Sgt. Reilly and Ofc. Reilly



- December 01, 2023 – Lt. Dan Miller Graduates Northwestern University Center for Public Safety Police School of Staff and Command



- December 01, 2023 – Forest Park Holiday Walk – Forest Park PD Auxiliary Unit
- December 05, 2023 – Ofc. D. Reyes Resigned
- December 11, 2023 – Swore in Adrian Alicea, Cristal Avila and Edgar Gonzalez



- December 11, 2023 -- Driver's Education Presentation – Proviso Math and Science Academy – Sgt. Battistoni
- December 15, 2025 – Suburban Law Enforcement Academy Graduation (SLEA) – PPO Elton Shemitraku and PPO Szymon Wiewiora

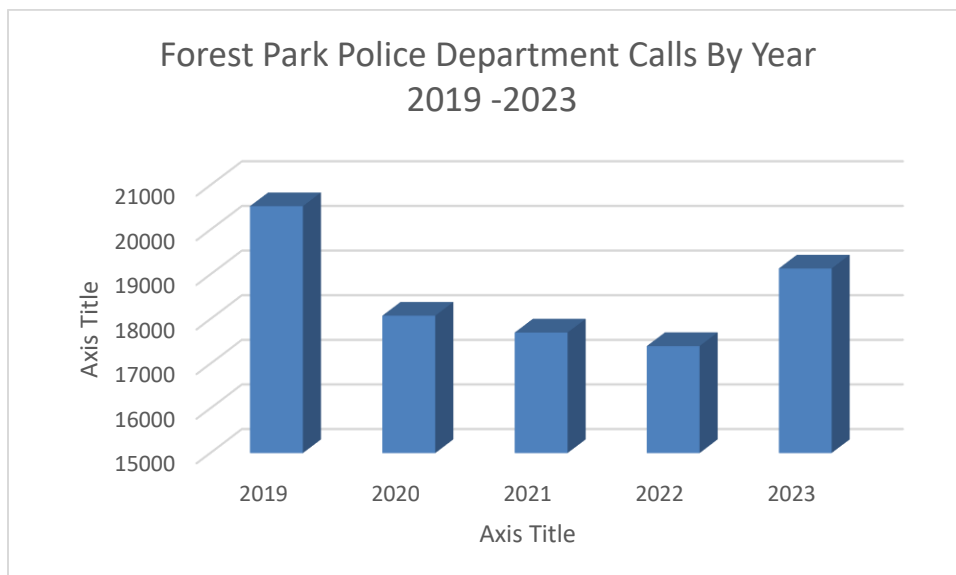


- December 22, 2023 – Southwestern Illinois College (SWIC) Police Academy Graduation – PPO Ruben Gonzalez- Saucedo

2023 Calls for Service

The database that the West Suburban Consolidated Dispatcher Center uses to log calls for service is called The OpsCad Command Center. All activity reported to the dispatch center is captured in the OpsCad system, including officers' self-initiated activity, emergency calls and non-emergency calls.

There were 19,135 calls reported in the year 2023, up 1,739 from 2022 when there were 17,396 calls for service generated. The average number of calls annually over the five-year period from years 2019 to 2023 is 18,567. The greatest number of calls realized from 2019 to 2023 was in 2019 with the Forest Park Police Department noting 20,531 calls.



2023 Manpower

When at full staff, the Forest Park Police Department has a total of 38, full time, sworn police officers, including its ranking members. The police department began the year 2023 with a total of 34 police officers and on December 31, 2023 had 36 officers on its payroll.

Two veteran officers retired from the Forest Park Police Department in 2023. There were 8 officers hired and sworn in throughout the year. There were also four resignations, with one officer resigning prior to entering the police academy and three leaving while still probationary and in field training.

There was a total of four officers in field training at the close of the year and two preparing to enter the Suburban Law Enforcement Academy (SLEA) on January 8, 2024.

There is one planned retirement scheduled for April of 2024.

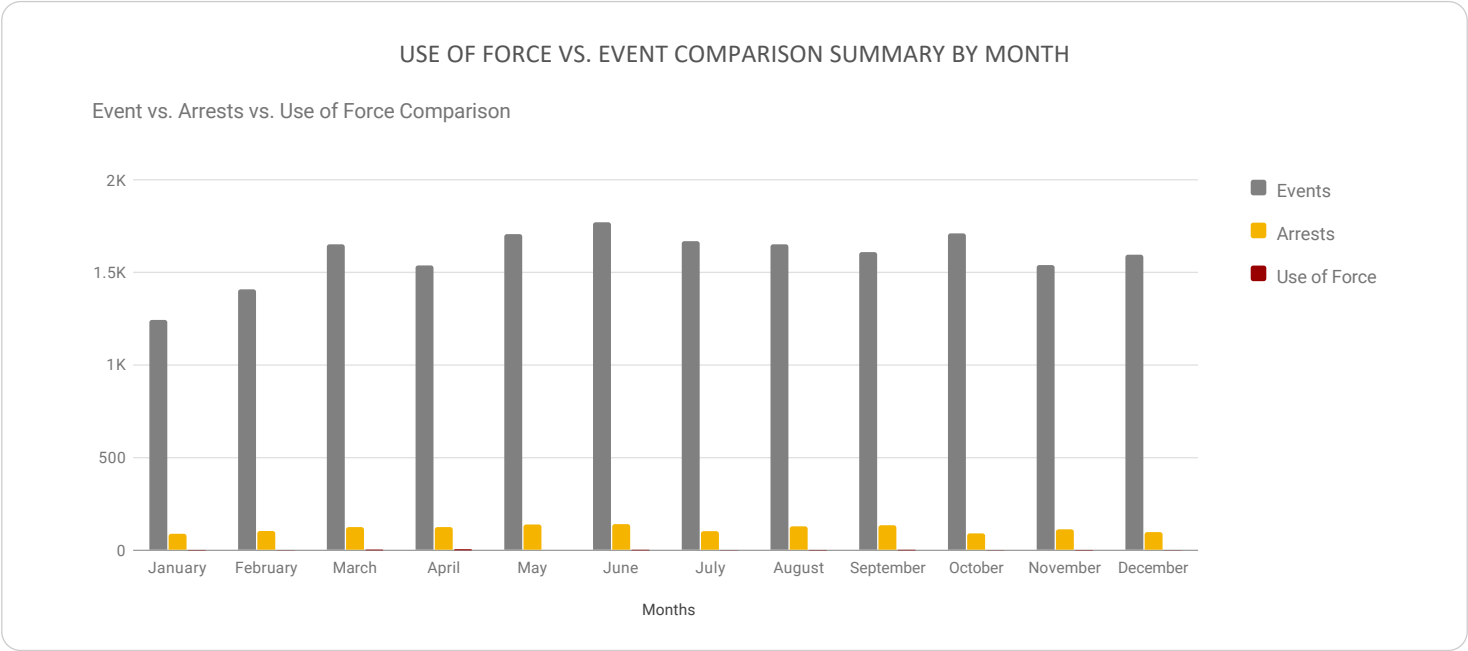
At the end of 2023:

- 56% of the department's sworn officers have been with the department from 0 to 9 years (50% 0 to 5 years)
- 30% have been with the Forest Park PD from 10 to 19 years
- 14% of the sworn officers have 20 or more years or experience with the Forest Park PD



Forest Park Police Department

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



2023 Events vs. Use Of Force

Total Events:19135

Use of Force Incidents:26

0.14%

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	1247	2	0.16%
February	1412	1	0.07%
March	1655	4	0.24%
April	1541	6	0.39%
May	1710	0	0.00%
June	1774	3	0.17%
July	1672	1	0.06%
August	1655	2	0.12%
September	1613	3	0.19%
October	1714	1	0.06%
November	1543	2	0.13%
December	1599	1	0.06%

2023 Arrests vs. Use Of Force

Total Arrests:1440

Use of Force Incidents:26

1.81%

MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	93	2	2.15%
February	108	1	0.93%
March	129	4	3.10%
April	129	6	4.65%
May	143	0	0.00%
June	145	3	2.07%
July	107	1	0.93%
August	133	2	1.50%
September	139	3	2.16%
October	95	1	1.05%
November	117	2	1.71%
December	102	1	0.98%

Forest Park Police Department

DASHBOARD - USE OF FORCE - LAST YEAR

TOTAL INCIDENTS

29

OPEN

1

PENDING ASSIGNED

1

PENDING REVIEW

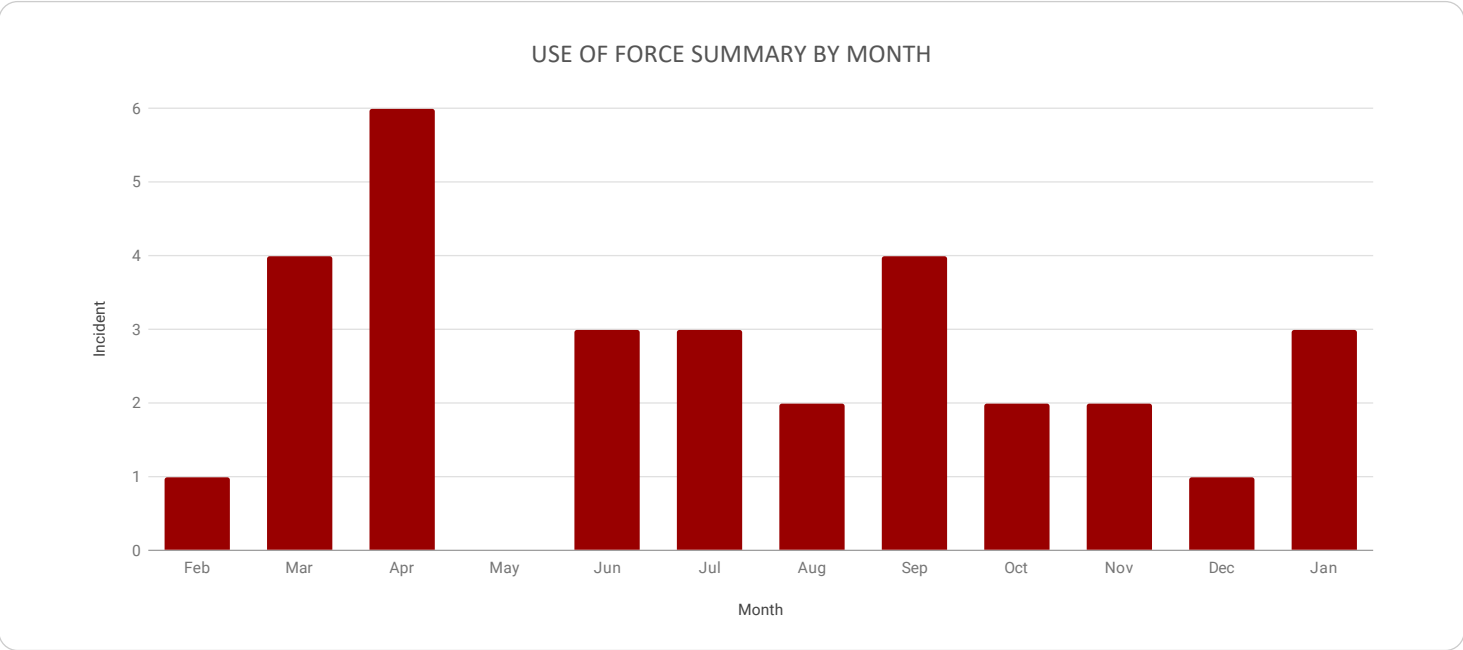
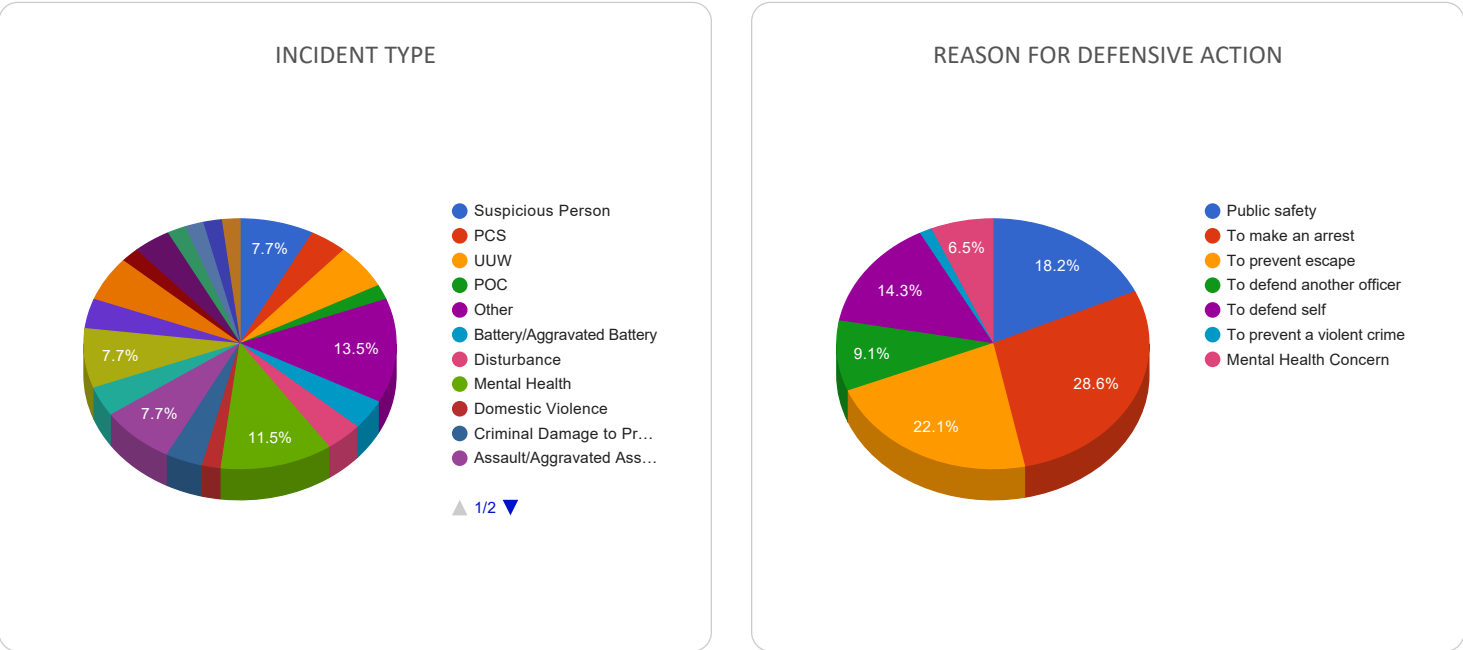
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PENDING APPROVAL

2

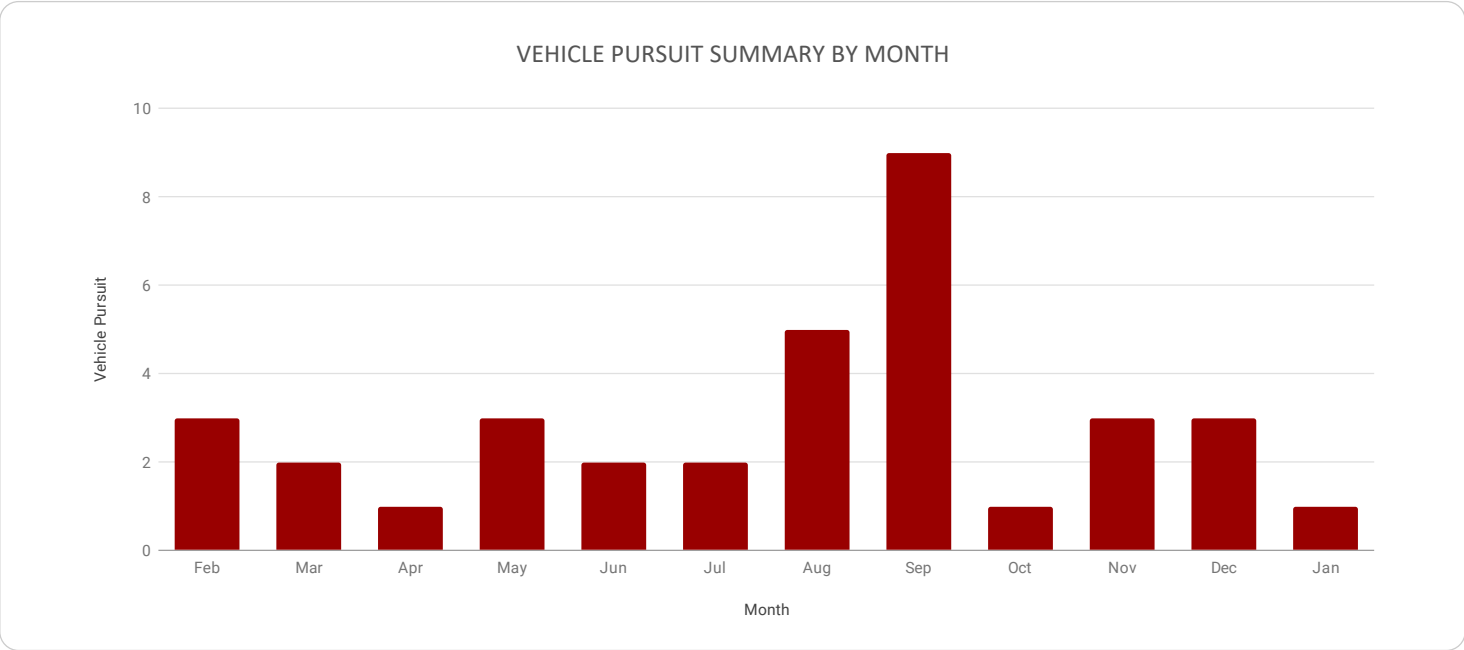
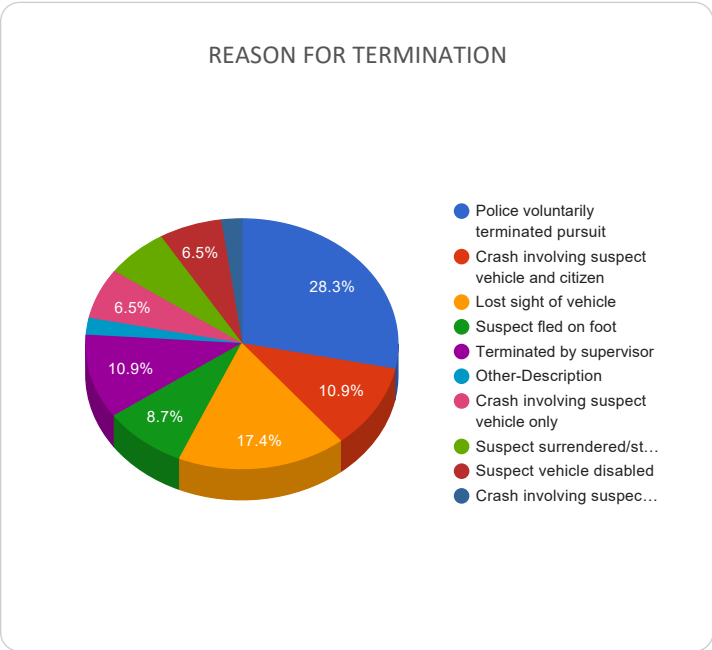
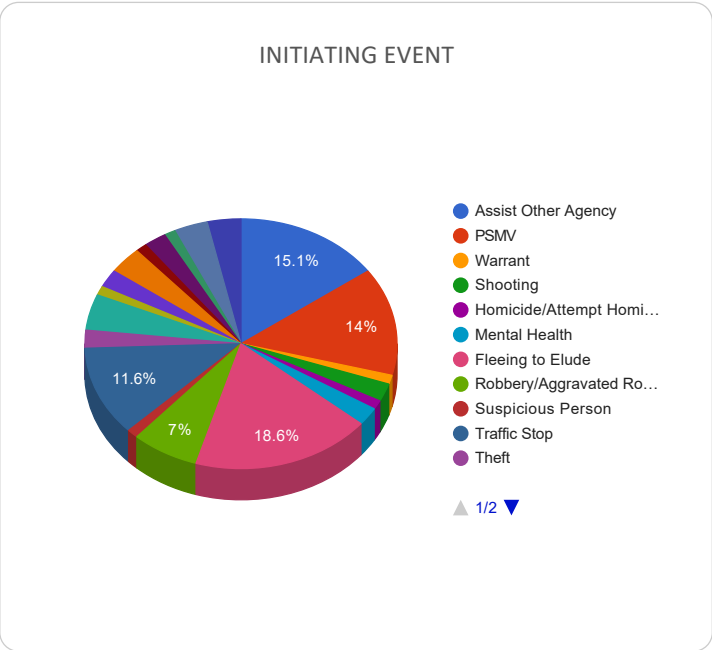
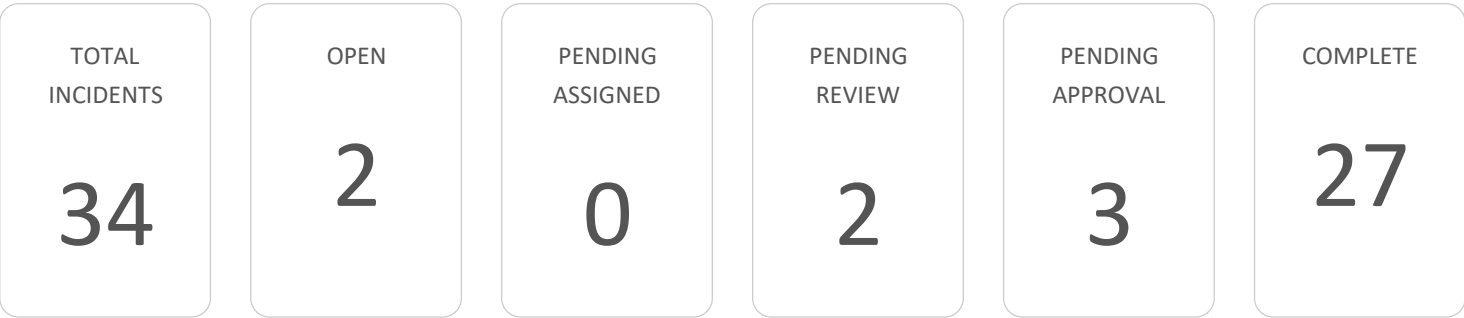
COMPLETE

25



Forest Park Police Department

DASHBOARD - VEHICLE PURSUIT - LAST YEAR





Cook County State's Attorney's Office (CCSAO) November 2023 Report Forest Park

All incidents for the below cases occurred within Forest Park. CCSAO data in this report does not include misdemeanor charges.

1. Adult Felony Review & Prosecution

a) Overall

In November 2023, the CCSAO reviewed and made a charging decision for 9 adult felony cases in Forest Park. 8 cases were approved resulting in an **89% approval rate**. Overall, the CCSAO prosecuted 5 cases, and all those cases were filed by the CCSAO, not directly filed by law enforcement. Of these CCSAO-filed adult felony cases, 5 were convicted, a **100% conviction rate**.

Area	Felony Review			Prosecution Overall			Prosecution of SAO Filed		
	Reviewed	Approved*	Approval Rate	Prosecuted**	Guilty	Conviction Rate	Prosecuted	Guilty	Conviction Rate
Forest Park	9	8	89%	5	5	100%	5	5	100%
Cook County	1,321	1,098	83%	1,389	884	64%	1,099	799	73%

b) Top Reviewed & Prosecuted Adult Felony Categories

Forest Park

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Aggravated Battery	2	2	100%	Armed Robbery	2	2	100%
2	Armed Robbery	2	2	100%	Driving With Suspended/Revoked License	1	1	100%
3	Unlawful Use of Weapons	2	2	100%	Unlawful Use of Weapons	1	1	100%
4	Fraudulent ID	1	1	100%	Aggravated Robbery	1	1	100%
5	Aggravated Discharge Firearm	1	0	0%	--	--	--	--

Cook County

Ranking	Top Reviewed Category	Reviewed	Approved	App. Rate	Top Prosecuted Category	Prosecuted	Guilty	Conv. Rate
1	Unlawful Use of Weapons	415	358	86%	Unlawful Use of Weapons	472	342	72%
2	Retail Theft	94	64	68%	Narcotics	306	91	30%
3	Aggravated Battery Police Officer	84	76	90%	Aggravated Battery Police Officer	58	51	88%
4	Sex Crimes	72	48	67%	Burglary	48	38	79%
5	Possession of Stolen Motor Vehicle	69	47	68%	Aggravated DUI	47	39	83%

c) Felony Review & Prosecution by Race

Race	Forest Park						Cook County					
	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate	Reviewed	Approved	App. Rate	Prosecuted	Guilty	Conv. Rate
Black	6	5	83%	5	5	100%	735	619	84%	975	633	65%
White	1	1	100%	0	0	--	127	108	85%	125	70	56%
Latinx	0	0	--	0	0	--	259	219	85%	229	154	67%
Asian	0	0	--	0	0	--	8	7	88%	4	3	75%
Biracial	1	1	100%	0	0	--	16	14	88%	13	10	77%
Other	0	0	--	0	0	--	1	0	0%	0	0	--
Unknown	1	1	100%	0	0	--	272	215	79%	38	9	24%

2. Adult Felony Diversion



a) Overall

In November 2023, the CCSAO referred 0 defendants in Forest Park to a diversion program. 0 defendants graduated from their diversion program and 0 defendants failed their diversion program.

Area	Total Referral***	Total Graduated	Total Failed	Graduation Rate
Forest Park	0	0	0	--
Cook County	115	72	29	71%

b) Top Diverted Adult Felony Categories

Forest Park

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
--	--	--	--	--	--

Cook County

Ranking	Top Diverted Category	Total Referral	Total Graduated	Total Failed	Graduation Rate
1	Narcotics	39	18	11	62%
2	Retail Theft	18	3	6	33%
3	Theft	11	8	0	100%
4	Unlawful Use of Weapons	8	21	0	100%
5	Aggravated Battery Police Officer	6	0	1	0%

c) Diversion by Race

Forest Park

Cook County

Race	Total Referral	Total Graduated	Total Failed	Graduation Rate	Total Referral	Total Graduated	Total Failed	Graduation Rate
Black	0	0	0	--	64	36	25	59%
White	0	0	0	--	18	8	0	100%
Latinx	0	0	0	--	15	16	2	89%
Asian	0	0	0	--	3	0	0	--
Biracial	0	0	0	--	2	0	2	0%
Other	0	0	0	--	0	0	0	--
Unknown	0	0	0	--	13	12	0	100%

* The CCSAO's first contact with a felony case typically occurs through the Felony Review process. If an arresting agency decides to charge the arrestee with a felony, the CCSAO's Felony Review Unit (FRU) must be contacted to **review the evidence** and decide whether charges can be filed. Law enforcement can only directly file felonies under limited circumstances, such as narcotics cases, non-felony traffic offenses, and misdemeanors. In some instances, a case may also be directly indicted by a grand jury instead of going through the FRU process. Once the review process is complete, the FRU will either **approve** or **decline** to file the charges or choose to **continue** the case for the police to further investigate. **Approve**: Sufficient facts and evidence support felony charges. **Decline**: the evidence presented is insufficient to support felony charges. If felony charges are not approved by the CCSAO, police can refile the case as a misdemeanor. If initial charges are declined, the CCSAO can call for the investigation to continue and will then review additional evidence when presented. The **approval rate** is calculated by dividing the number of approved cases by the total number of reviewed cases. For example, the FRU reviewed 55 robbery cases - approved 50 and declined 5. The approval rate would be 50/ (50+5) = 91%. Sometimes the FRU will determine that there is not enough information yet from law enforcement to approve or decline charges, so they will classify the case as a Continued Investigation (CI). CI'd case numbers are not included here.

** **Prosecuted**: A case is moved through the system to a conclusion of guilty or not guilty; **Guilty**: defendant was determined to be guilty of criminal charges; **Conviction rate**: Number of guilty dispositions (plea of guilty, finding of guilty, or verdict of guilty) divided by the number of cases prosecuted. Cases that reached disposition during this year may have been initiated prior to this timeframe.

*** Diversion can occur at many points throughout the criminal justice process. As the prosecuting body for Cook County, diversion for the CCSAO refers to connecting defendants to services and programs (e.g., assistance with substance abuse, employment, mental health treatment, etc.), rather than sentencing them to time in custody. Assistant State's Attorneys screen cases and refer eligible defendants to diversion programs. There are pre-plea and post-plea court-based diversion programs available in Cook County; five are pre-plea diversion programs overseen by the CCSAO, and three are post-plea programs overseen by the Office of the Chief Judge. [Learn more about Cook County diversion programs](#). **Referral** is the number of individuals referred to a diversion program. **Graduated** is the number of individuals who successfully completed a diversion program. **Failed** is the number of people who either dropped out of a diversion program or were disqualified from the program (for example getting rearrested). The **graduation rate** is defined as the number of graduates divided by the number of individuals who either graduated or failed a program.

Forest Park Police Department Fleet 2023

Patrol

Squad	VIN Number	Make	Year	Mileage
211	2FABP7BV0BX113298	CVPI	2011	109,538
602	1GNSKLED8NR271690	Chevy Tahoe	2022	10,738
610	1GNMCAE01AR225006	Chevrolet Tahoe	2010	178,096
612	1GNSKLED8NR271549	Chevy Tahoe	2022	15,741
613	1C4SDJFT2PC673952	Dodge Durango	2023	217
615	1FM5K8AR1FGC26720	Ford Explorer	2015	128,088
617	1GNSKDEC4HR363185	Chevrolet Tahoe	2017	89,765
618	1FM5K8AR0JGC94760	Ford Explorer	2018	75,528
619	1GNEC03019R264062	Chevrolet Tahoe	2009	149,728
623	1C4SDJFT0PC673951	Dodge Durango	2023	918
625	1FM5K8AR1FGC26719	Ford Explorer	2015	99,453
675	1FM5K8AR3FGC26721	Ford Explorer	2015	162,070
629	1GNSKDEC1KR371204	Tahoe	2019	65,250
Average Milage - Patrol				83,472
Median Milage - Patrol				89,765

Criminal Investigations Division (CID)

Squad	VIN Number	Make	Year	Mileage
502	1N6AA06B34N544363	Nissan Titan	2002	144,848
544	1FTRW08L62KD55475	Ford F-150	2002	110,129
508	1A8HW58N48F117628	Chrysler Aspen	2008	144,848
671	1GNSKBE05BR365268	Maroon Tahoe	2011	160,888
DEA	1C4NJPBA0HD167237	Jeep Patriot	2017	83,465
Average Milage - CID				128,836
Median Milage - CID				144,848

Forest Park Police Department Fleet 2023

Parking Enforcement

Squad	VIN Number	Make	Year	Mileage
510	2CTFLGEY4A6233319	GMC Terrain	2010	109,771
518	1FMCU0FZJUB99502	Ford Escape	2018	30,576
Average Milage - Parking				70,174
Median Milage - Parking				70,174

Admin (Chief/Deputy Chief)

Squad	VIN Number	Make	Year	Mileage
511	1FAHP2DW5BG187437	Ford Taurus. D/C Car	2011	160,430
519	2G11Y5S32K9158486	Impala/Chief	2019	48,384
Average Milage - Admin				104,407
Median Milage - Admin				104,407

Motorcycles

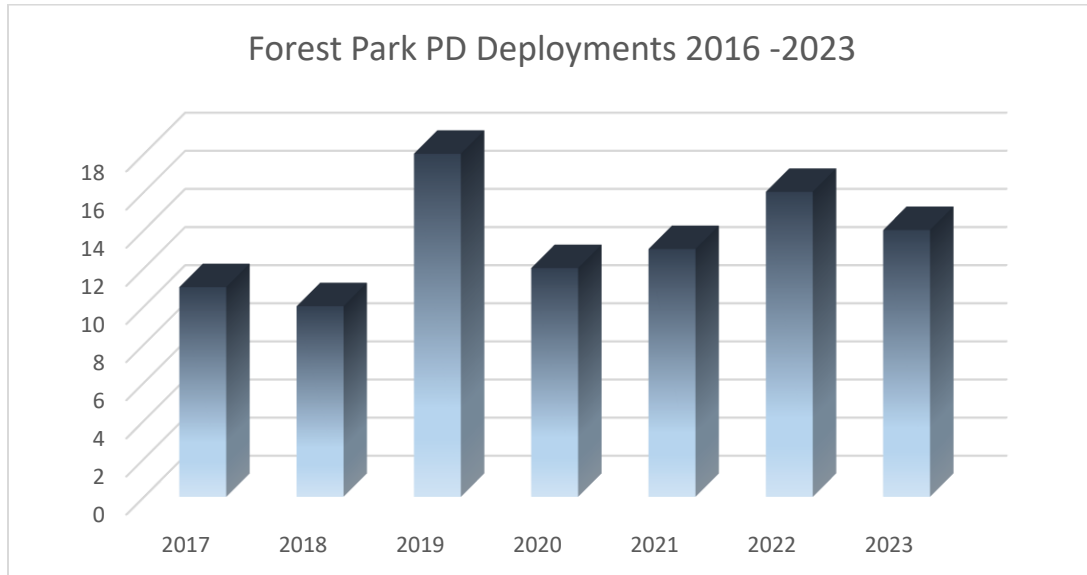
Squad	VIN Number	Make	Year	Mileage
M-1	1HD1FMM147Y700787	Harley Davidson	2007	30,513
M-2	1HD1FMM127Y696190	Harley Davidson	2007	23,906
Average Milage - Motorcycles				27,210
Median Milage - Motorcycles				27,210

Special Response Team (SRT)

Squad	VIN Number	Make	Year	Mileage
633	1FDLE40F4VHB37084	SD-350 SRT	1997	58,211

Forest Park Police Department NARCAN Program – 2023

Naloxone Hydrochloride, aka Narcan, is a safe and effective drug that is used to reverse the effects of licit, illicit and synthetic opioids. Common opioids are heroin, fentanyl, oxycodone, methadone, hydrocodone, codeine and morphine. The Forest Park Police Department (FPPD) receives Narcan through the DuPage Narcan Program (DNP). The FPPD has been training and equipping all of its officers in the use of Narcan since 2016. The first recorded Narcan use by the FPPD was on June 15, 2016.



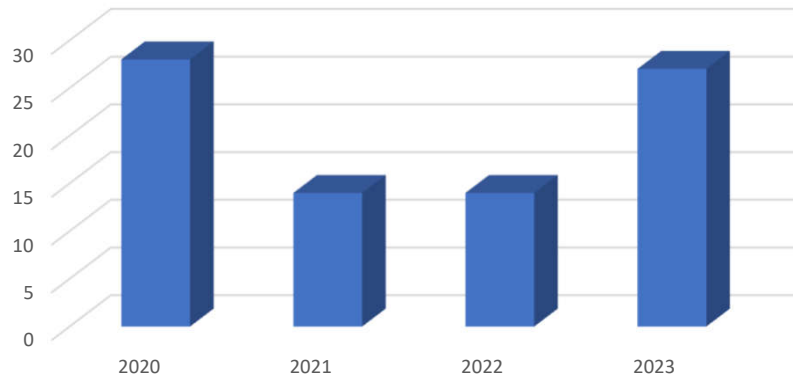
FPPD officers deployed Narcan a total of fourteen times in 2023, down two deployments from sixteen in 2022. The FPPD saw the highest number of Narcan deployments in 2019 when there were eighteen reported.

Following is a list of the dates and locations of FPPD Narcan deployments in the year 2022:

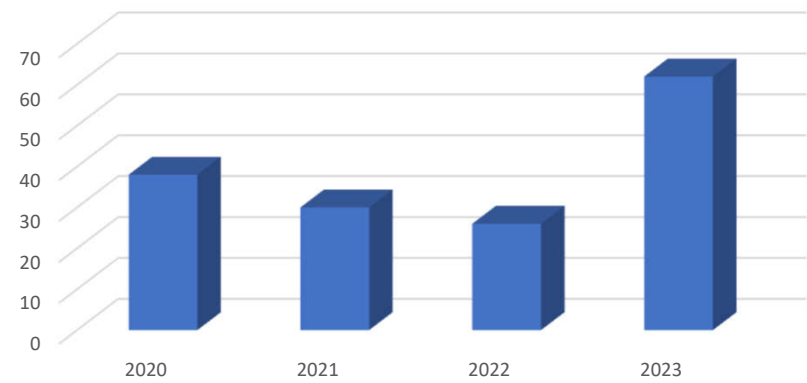
Date	Location (Nearest Intersection)
01-04-23	Desplaines and Randolph
01-16-23	Desplaines and Van Buren
01-21-23	Desplaines and Van Buren
02-01-23	Desplaines and Van Buren
03-30-23	Desplaines and Van Buren
07-13-23	Jackson and Monroe
07-15-23	Desplaines and Van Buren
09-25-23	Desplaines and Van Buren
10-02-23	Harlem and Jackson
10-07-23	Harlem and Jackson
10-08-23	Desplaines and Van Buren
11-05-23	Desplaines and Van Buren
11-15-23	Desplaines and Van Buren
12-14-23	Desplaines and Van Buren

	DUI Arrests	DWLS/DWLR Arrests	NVDL Arrests	Fleeing to Elude Incidents
2020	28	182	38	50
2021	14	123	30	71
2022	14	196	26	101
2023	27	457	62	136

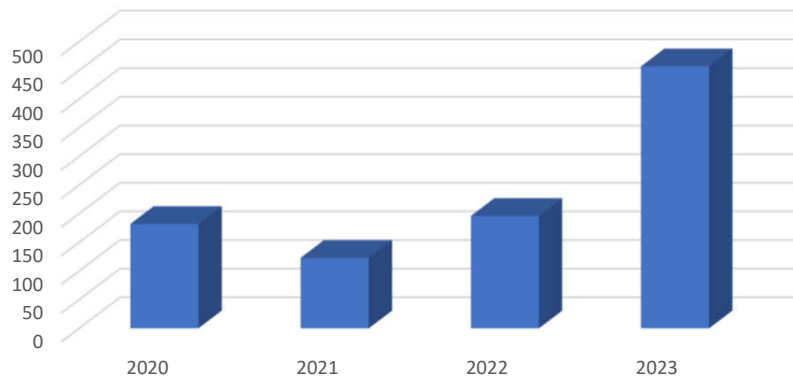
DUI Arrests



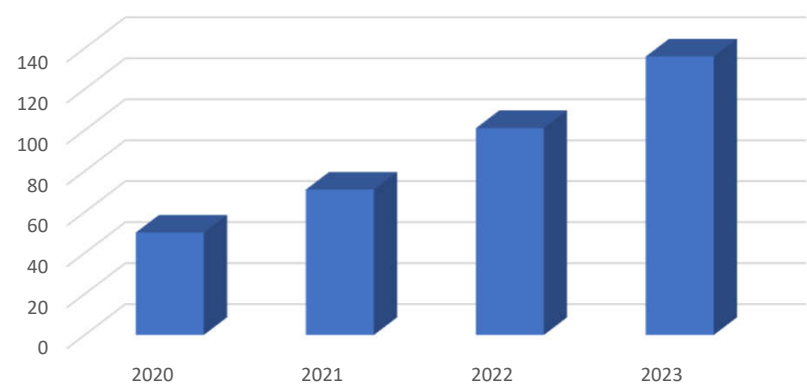
NVDL Arrests



DWLS/DWLR Arrests



Fleeing to Elude Incidents



ACCIDENT STATISTICS 2023

Accidents Occurring On:

Day Of Week	Total Crash By Day of the Week
Friday	141
Thursday	137
Saturday	134
Wednesday	133
Tuesday	118
Monday	103
Sunday	68

Total Accidents: 834

Total Tickets: 178

Injuries Occurred To:

Operators:84 Passengers:37 Pedestrians: 12

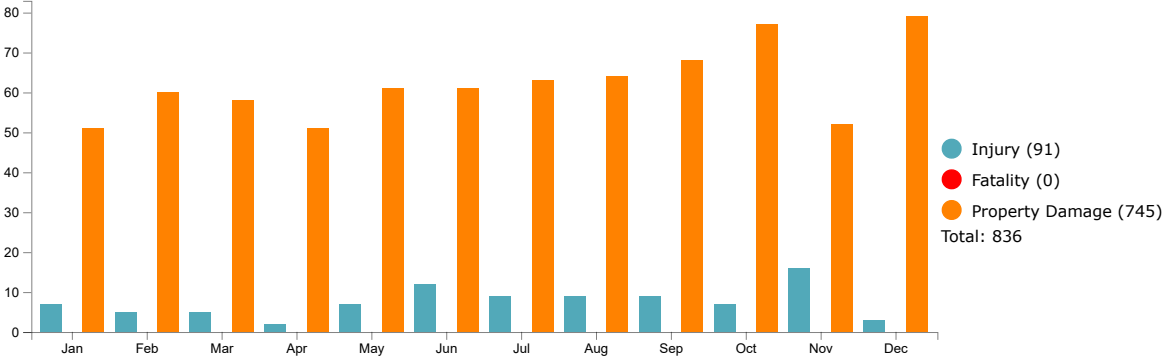
Time of Accidents (A), Injuries (I), Fatalities (F):

0001-0100	A: 11	I: 3	F:
0101-0200	A: 12	I: 3	F:
0201-0300	A: 8	I: 1	F:
0301-0400	A: 5	I: 0	F:
0401-0500	A: 16	I: 4	F:
0501-0600	A: 13	I: 1	F:
0601-0700	A: 22	I: 4	F:
0701-0800	A: 38	I: 7	F:
0801-0900	A: 41	I: 6	F:
0901-1000	A: 34	I: 4	F:
1001-1100	A: 28	I: 5	F:
1101-1200	A: 42	I: 6	F:

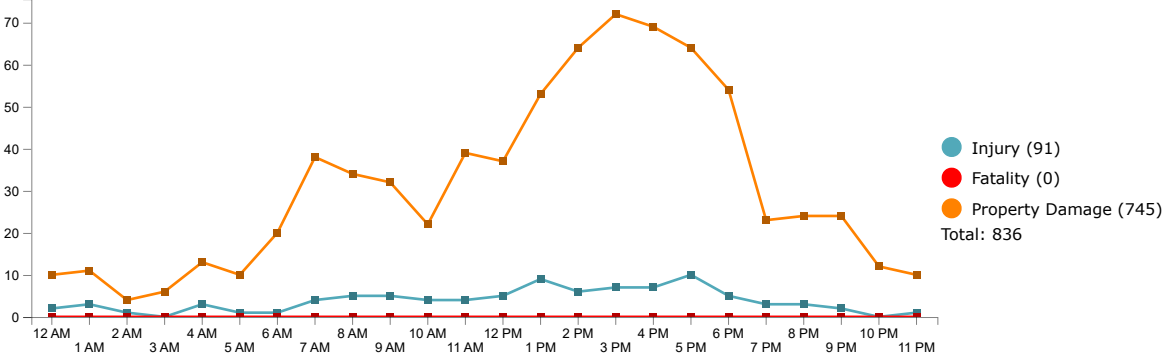
1201-1300	A: 48	I: 6	F:
1301-1400	A: 58	I: 14	F:
1401-1500	A: 71	I: 7	F:
1501-1600	A: 81	I: 9	F:
1601-1700	A: 73	I: 16	F:
1701-1800	A: 78	I: 18	F:
1801-1900	A: 52	I: 5	F:
1901-2000	A: 28	I: 5	F:
2001-2100	A: 27	I: 5	F:
2101-2200	A: 25	I: 4	F:
2201-2300	A: 11	I: 0	F:
2301-2400	A: 9	I: 1	F:

By Month

Forest Park Traffic Crash Data 2023

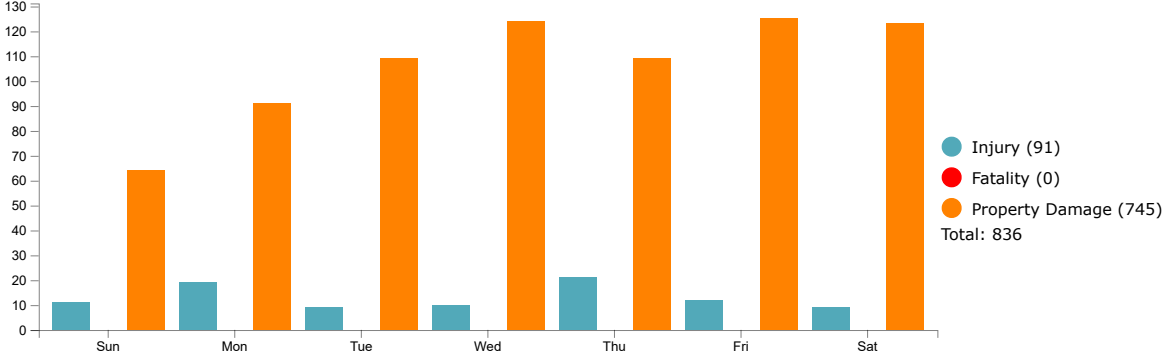


By Time of Day

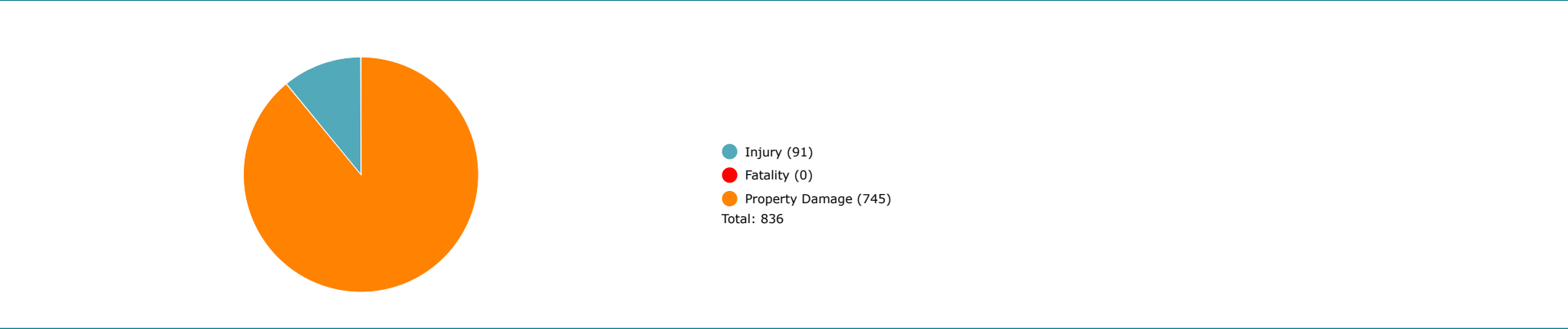


*Results exclude any crash reports requiring manual indexing

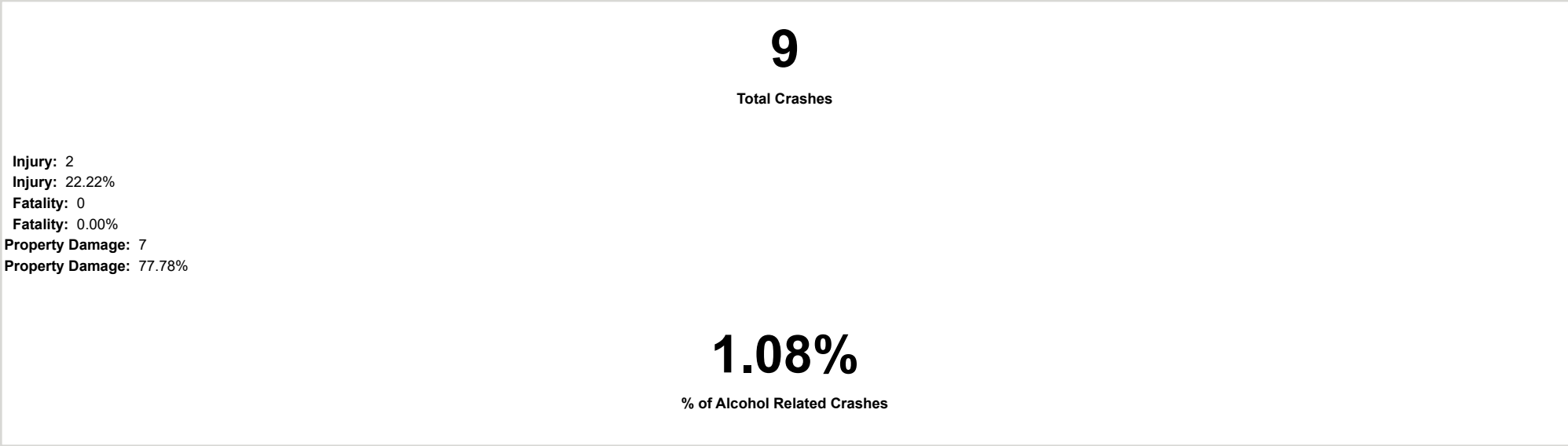
By Day of Week



Injury Total (Percentage)

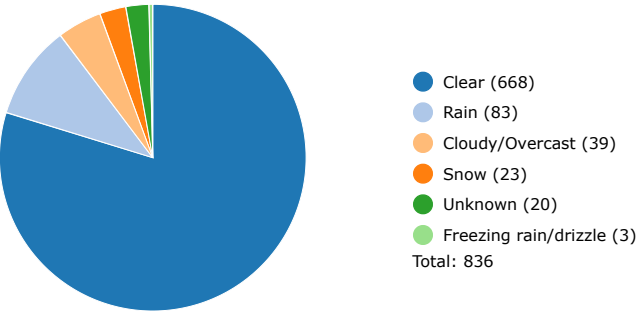


Alcohol Related Crashes

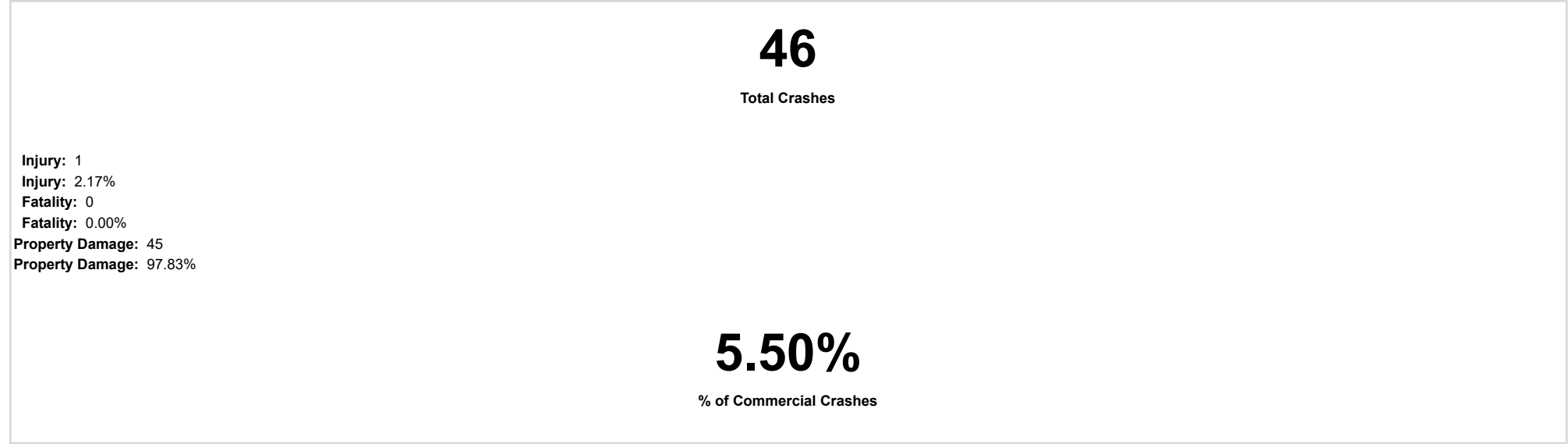


*Results exclude any crash reports requiring manual indexing

Weather Conditions



Commercial Crashes requiring manual indexing



*Results exclude any crash reports requiring manual indexing

Day/Night



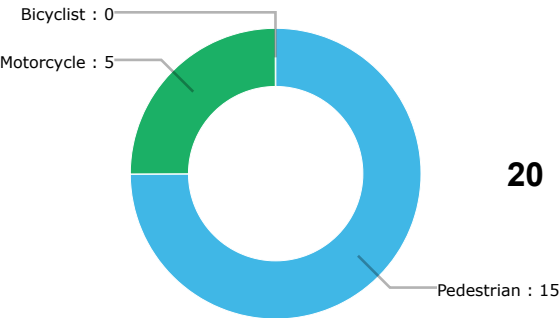
626 (74.88%)



195 (23.33%)

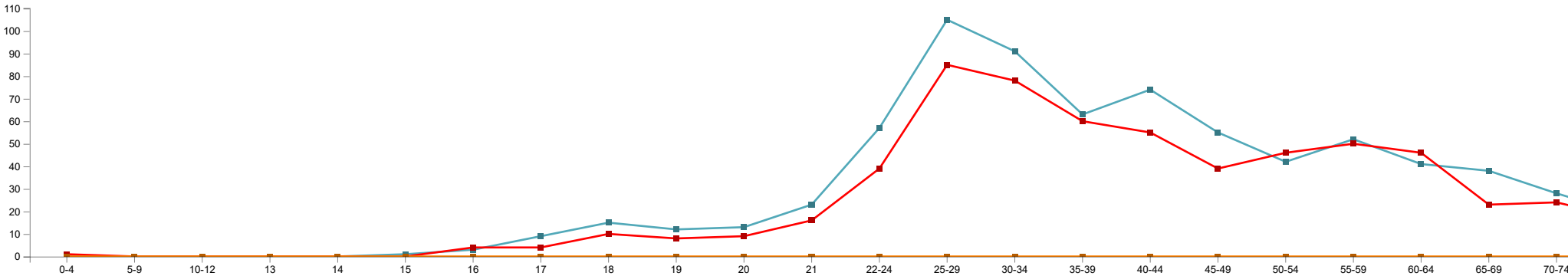
Number Involved

*Results exclude any crash reports requiring manual indexing



*Results exclude any crash reports requiring manual indexing

Number of Crashes by Age and Sex of Operator



Northwestern University Center for Public Safety

School of Police Staff and Command Graduation Press Release

Lieutenant Daniel Miller II has graduated from Northwestern University's Center for Public Safety.

The Forest Park Police Department is pleased to announce the recent graduation of Lieutenant Daniel Miller II from the School of Police Staff and Command (SPSC) at Northwestern University. Lieutenant Daniel Miller II has successfully completed the ten (10) week Staff and Command program held in Carol Stream, Illinois from September 18 – December 1, 2023. This program, which was implemented by the Center for Public Safety in 1983, has graduated over 21,000 students both nationally and internationally. Lieutenant Daniel Miller II was a student in SPSC Class #561 which accommodated a total of 35 students for the ten week period.

The School of Police Staff and Command provides upper-level college instruction in a total of twenty-seven core blocks of instruction and additional optional blocks during each session. The major topics of study include: Leadership, Human Resources, Employee Relations, Organizational Behavior, Applied Statistics, Planning and Policy Development, Budgeting and Resource Allocation.

Each student is academically challenged through written examinations, projects, presentations and quizzes in addition to a staff study paper that are all required parts of the curriculum. Upon successful completion, students may be awarded a total of 6 units of undergraduate credit from Northwestern University in Evanston, Illinois.

The Center for Public Safety was established at Northwestern University in 1936 with the specific goal of expanding university-based education and training for the Law Enforcement Community. Since its inception, the Center has broadened its original objective and now provides a variety of courses and programs in the area of Police Training, Management Training, and Executive Development.

The Forest Park Police Department anticipates a variety of benefits from Lieutenant Daniel Miller II's attendance at this program. Many of the program's graduates do go on to achieve a variety of leadership positions within their respective agencies.



NORTHWESTERN UNIVERSITY
CENTER FOR PUBLIC SAFETY

School of Police Staff and Command

2023
Graduation
Program

Northwestern
CENTER FOR
PUBLIC SAFETY

SPSC



School of Police Staff and Command
Class #561

September 18 – December 1, 2023

Phillip J. Augustyn	South Elgin Police Department
Lawrence E. Biles	Addison Police Department
Steven E. Cadle	Carol Stream Police Department
Jose Y. Chairez	Illinois State Police
Sherod T. Dent	Chicago Police Department
James A. Eccardt	Lisle Police Department
Emily M. Erwin	Lincolnwood Police Department
Mario Faso	Park Ridge Police Department
Cory D. Junious	Chicago Police Department
Joseph LaValle	Willowbrook Police Department
Heather A. Lencioni	Elgin Police Department
Stacy A. Lewis	Chicago Police Department
Daniel N. Miller II	Forest Park Police Department
Thomas Molloy	Elk Grove Village Police Department
Paul Murphy	Niles Police Department
Leonard P. Norek	Berkeley Police Department
John Oakley	Skokie Police Department
Benjamin B. Olson	Winfield Police Department

School of Police Staff and Command
Class #561

September 18 – December 1, 2023

James A. Olson	Winfield Police Department
Eric A. Pagels	Streamwood Police Department
James R. Pillars	Evanston Police Department
Frank J. Pope	Addison Police Department
Louis J. Prempas	Wheaton Police Department
David B. Rench	Romeoville Police Department
Landon V. Richmond	Normal Police Department
Sandra Rogers	McHenry County Sheriff's Office
Zachary M. Sienkiewicz	Hillside Police Department
Brian A. Simone	Bartlett Police Department
Robert D. Sodt	Countryside Police Department
Robert T. Starr	Illinois Gaming Board
Schonella Stewart	Oak Park Police Department
Michael M. Tate	Chicago Police Department
Gregory A. Walker	Carol Stream Police Department
Tina G. Washington	Metra Police Department
Timothy Wilkin	Algonquin Police Department

Suburban Law Enforcement Academy

Graduation

Class BA 23-05

Friday, Dec. 15, 2023

1 p.m.



**Abbington Banquets
3S002 Route 53
Glen Ellyn, IL 60137**

 **College of DuPage**
Homeland Security Training Institute

Graduates: BA 23-05 Recruit Class

Ahmad Abdelqader Midlothian Police Department	Robert Chavez Kendall County Sheriff's Office	Anthony Garcia West Dundee Police Department
Edgar Aguero-Doctor Bolingbrook Police Department	Elijah Cross Lake in the Hills Police Department	Alven Georges Des Plaines Police Department
Harold Alexander Park Ridge Police Department	Tyler Dacquisto Wilmette Police Department	Dylan Gorski Plainfield Police Department
Haley Aviles Fox Lake Police Department	Daisy DeLira Shorewood Police Department	Margaret Greenfield Countryside Police Department
David Ayala Park Forest Police Department	Adrian Diaz Bolingbrook Police Department	John Gruskovak Itasca Police Department
Vincent Blankenship Joliet Police Department	Roberto Diaz Crystal Lake Police Department	Samuel Hernandez Kane County Sheriff's Department
Shawn Bolin Wilmette Police Department	Ryan Donnell Plainfield Police Department	Ulises Hernandez Addison Police Department
Noel Bonilla Carpentersville Police Department	Kate Edelstein Arlington Heights Police Department	Thomas Hohenadel Des Plaines Police Department
Tyler Bordner Morris Police Department	Liana Elayan Wilmette Police Department	Neal Hosper Woodridge Police Department
Tomasz Brodzik Lombard Police Department	Brian Evans Kendall County Sheriff's Office	Marco Huxhold Brookfield Police Department
James Burns Warrenville Police Department	Tarik Ferhatbegovic Hinsdale Police Department	Julio Jaime Grundy County Sheriff's Office
Jenna Calderone McCook Police Department	David Friedman Kendall County Sheriff's Office	Kevin Jaycox Frankfort Police Department
Efren Casas Jr. Kendall County Sheriff's Office	Viktor Gadjanski Oak Brook Police Department	Victoria Johnson Oakbrook Terrace Police Department

Graduates: BA 23-05 Recruit Class

Kristina Landolina Warrenville Police Department	Peter Okrei Downers Grove Police Department	Daniel Spevak Lombard Police Department
Jose Lazaro Carpentersville Police Department	David Olague Buffalo Grove Police Department	Adam Szymaszek Wilmette Police Department
Isaac Luna Addison Police Department	Litzy Olivares Joliet Police Department	Michael Urbina-Perez Brookfield Police Department
Noe Martinez Carpentersville Police Department	Malinda Olvera Joliet Police Department	Jonathan Vanderway Bolingbrook Police Department
Jasper McGee III Bolingbrook Police Department	Marcus O'Neal Joliet Police Department	Mattias Vanderwerf Evanston Police Department
Kimberly McKay Bolingbrook Police Department	Mykayla Pacewic Joliet Police Department	Elias Vargas Downers Grove Police Department
Gabriel Meza Lake in the Hills Police Department	Trevor Parlberg Lake in the Hills Police Department	Alexander Whyte Glencoe Public Safety
Allison Milkowski Des Plaines Police Department	Anthony Placencia Round Lake Beach Police Department	Szymon Wlewiora Forest Park Police Department
Anthony Mitchell Wilmette Police Department	Tyler Redeker DuPage County Forest Preserve Police Department	Dominik Wojs Lombard Police Department
Issac Mora Des Plaines Police Department	Jessie Salazar Joliet Police Department	Nyome Zavala Bolingbrook Police Department
William Mrofcza Evanston Police Department	Elton Shemitraku Forest Park Police Department	Robert Zebrauskas Hillside Police Department
Mateusz Muskala Crystal Lake Police Department	Christopher Slowinski Highland Park Police Department	Jack Zumpano Lombard Police Department
Natalie Obrzut Addison Police Department	Thomas J. Smith Frankfort Police Department	

SOUTHWESTERN ILLINOIS COLLEGE

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GRADUATION CEREMONY

Southwestern Illinois College

POLICE ACADEMY

Session 151

Knowledge ~ Honor ~ Integrity



Friday, December 22, 2023

1 p.m.

SESSION 151 GRADUATES

Officer

Kaitlyn N. Abell
 Adam G. Ackley
 Michael Alcalá
 Cody J. Arnett
 Matthew R. Arrasmith
 Danny A. Austin
 Stevan Barjaktarevic
 Jacob S. Barriger
 Mehrshad Bashang
 James W. Bell
 Joel Bemis
 Jacob L. Beuttel
 Auston L. Biehl
 Kyle D.O. Boddie
 Andrés D. Botero
 Nathan P. Bowman
 Emma L. Brandon
 Bredeman A. Blake
 Nathan T. Bressner
 Austin M. Brown
 Elijah J. Brown
 Brayden L. Burnett
 Michael L. Carlock
 Iker A. Carranza
 Melissa Castillo
 Connor L. Charbonneau-Simmons
 Jordan T. Claar
 Daniel P. Collins
 Edwin V. Colon-Negron
 Andrew J. Craig
 Tyler W. Crawford
 William J. Crisler
 Nicholas J. Dardanes
 Ronald Davis
 William F. Eller
 Garrett M. Etherton
 Christiana J. Farris
 Matthew D. Foster
 Nicholas L. Fowler
 Alexia R. Ginter
 Ruben Gonzalez-Sauceda, Jr.
 Mateo N. Guillermo
 Quinten G. Harmon
 Kaiden J. Heberling
 Grant A. Heier
 William T. Henegar
 Ryan M. Herling
 Colt L. Heston
 Evenly Y. Hinojosa-Sanchez
 Aaron R. Hisey
 Jacob R. Horsch
 Joshua R. Howard
 Kotti L. Huffman
 Ashley M. Jacobs
 Michael T. Kern

Department

Franklin County SO
 Mount Vernon PD
 Berwyn PD
 Pinckneyville PD
 Sandoval PD
 Windsor PD
 McHenry PD
 Harrisburg PD
 Glendale Heights PD
 Morris PD
 Greenville PD
 Alton PD
 Bridgeport PD
 SWIC PD
 Berwyn PD
 Mount Sterling PD
 South Jacksonville PD
 Henderson County SO
 SIU Carbondale PD
 Staunton PD
 Carmi PD
 Williamson County SO
 Litchfield PD
 Berwyn PD
 Glendale Heights PD
 Glendale Heights PD
 Wamac PD
 Millstadt PD
 Lincoln PD
 Creve Coeur PD
 Centralia PD
 Washington PD
 East Peoria PD
 Cairo PD
 East Alton PD
 Jackson County SO
 St. Clair County SO
 Belleville PD
 Christopher PD
 Belleville PD
 Forest Park PD
 Williamson County SO
 Mcleansboro PD
 Roodhouse PD
 Trenton PD
 Centralia PD
 Belleville PD
 Arthur PD
 LaGrange Park PD
 SIU Carbondale PD
 Gibson City PD
 Carmi PD
 Virginia PD
 Crestwood PD
 SIU Carbondale PD

SESSION 151 GRADUATES CONTINUED

Officer

Tawanna G. Knighten
 Tyler T. Koester
 Colton A. Lawrence
 Bradley A. Lewis
 Wyatt D. Lingafelter
 Brendon M. Lopina
 Marc N. Majeres
 Colton C. Marunde
 Nicholas M. Mayden
 Justin R. McCauley
 Alexander J. McDearmon
 Brody K. Meigs
 Charles B. Melton
 Dominique C. Mendoza
 Margaret J. Micetich
 Kenneth T. Morris
 Brent H. Moss
 Adam I. Moulder
 Jason Munoz
 Colton R. Murray
 Jared R. Nash
 Ahmadou L. Ndiaye
 Calvert Nichols, Jr.
 Morgan N. Penrod
 Austin J. Phillips
 Brayton C. Poland
 Jeremy E. Pope
 Leonard M. Rankin
 Devin C. Reeder
 Dakota E. Richardson
 Jariah N. Roberts
 Kellin Q. Roettgers
 Jason M. Sanfilippo
 Bryson S. Schuette
 Sarah A. Sherman
 Nicholas G. Stearns
 Tanner N. Stelle
 Blaze D. Stieghorst
 Austin J. Stilts
 Dakota W. Strackeljahn
 Reece M. Strike
 Dylan M. Stuart
 Blake M. Takmajian
 Trevor J. Teal
 Bryce C. Thompson
 John M. Thompson
 Dustin A. Tucker
 Stanley Unachukwu
 Treylen J. Veach
 Hope E. Watts
 Nicholas S. Wiegand
 Cody L. Wiley
 John M. Williams
 Malik J. Williams
 Mark T. Wilson
 Dalton J. Wolfe

Department

Glen Carbon PD
 Altamont PD
 Macomb PD
 O'Fallon PD
 Buffalo/Mechanicsburg PD
 Macomb PD
 Mount Vernon PD
 Cary PD
 Flossmoor PD
 McHenry PD
 Robinson PD
 Sandoval PD
 Washington County SO
 Rock Island SO
 Berwyn PD
 O'Fallon PD
 Alton PD
 Mount Vernon PD
 Fairmont City PD
 Georgetown PD
 Mount Olive PD
 Rock Island SO
 Cahokia Heights PD
 Carbondale PD
 Calhoun County SO
 SIUE PD
 St. Elmo PD
 Staunton PD
 Eldorado PD
 Pulaski County SO
 Carrier Mills PD
 East Alton PD
 Steger PD
 SWIC PD
 Macomb PD
 Jackson County SO
 Carlinville PD
 East Peoria PD
 Jersey County SO
 Maryville PD
 Prophetstown PD
 Murphysboro PD
 Glen Carbon PD
 Pekin PD
 SIUE PD
 Streator PD
 Abraham Lincoln Capital Airport Police
 Lake County SO
 Mcleansboro PD
 Pekin PD
 Highland PD
 Massac County SO
 Washington PD
 Cahokia Heights PD
 Harrisburg PD
 Pekin PD



Criminal Investigations Division

November and December, 2023



This November and December marks the 2-year anniversary of Ofc. Kozak's and Ofc. Flores' death. May they continue to rest in peace.

The Forest Park Police Department's (FPPD) Criminal Investigation Division (CID) is supervised by Detective Lieutenant Dan Pater. Three detectives are assigned to CID; Det. Sgt. Heveran, Det. Reilly, and Det. Cannon. Det. Mike O'Connor is the police department's Community Policing / Crime Free Housing Officer assigned to CID.

Joel Zavala is the Forest Park's Evidence Custodian and is in charge of maintaining evidence and records. Aside from his Evidence Custodian duties, Joel performs administrative duties for investigators, and assists at the 24-hours desk and records when needed.

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

Police incident reports are reviewed by the Investigations Division every working day. Incidents that have victims wishing to sign a complaint against an offender are assigned to a detective for further review in an effort to develop a suspect(s), conduct interviews, and gather evidence to effect an arrest and present a winnable case in criminal court. Some incidents are turned over to Evelyn Simmons should there be a need for outreach from her organization, mainly in reference to mental health concerns. Other incidents such as neighbor or landlord tenant disputes are forwarded to Det. Mike O'Connor so he can intervene and possibly mediate or offer eviction advice. Problem properties may be deemed a nuisance by Det. O'Connor should they meet the criteria established under the village ordinance. Detective O'Connor was not available to work in CID during this reporting period due to patrol manpower shortages, however still continues to aid in his role in CFMH while on patrol.

Detectives rotate on call assignments weekly so a Forest Park Police Detective is available 24 hours a day, seven days a week should the need for CID assistance arise. If a major incident is encountered during off hours, the entire CID staff could be called upon to respond if needed. The detectives are members of the West Suburban Major Crimes Task Force (WESTAF) and are, at times, on call to assist member agencies should a homicide occur in a WESTAF jurisdiction. There were no WESTAF callouts in November and December.

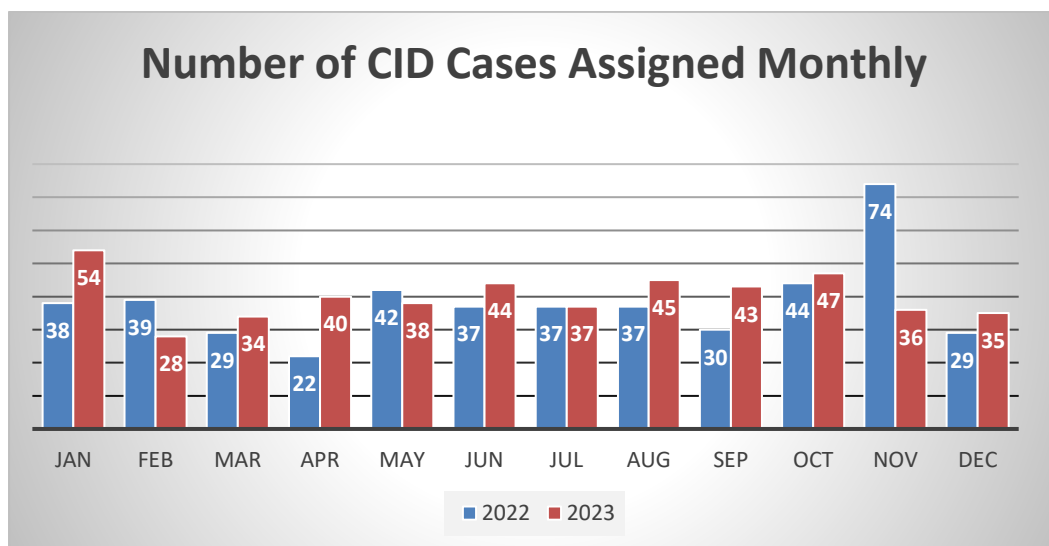
Currently, the Forest Park PD is a member agency in the multijurisdictional West Suburban Drug and Gang Enforcement Task Force (WEDGE). Det. Reilly is currently our assigned WEDGE officer.

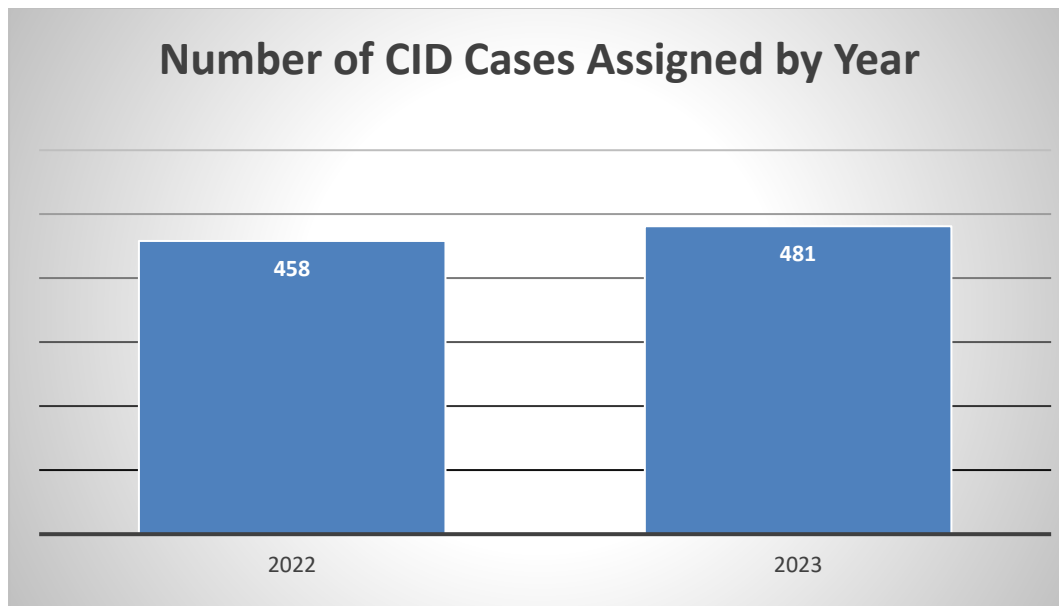
Det. Lt. Pater is assigned as the Assistant Team Commander for NIPAS (Northern Illinois Police Alarm System) Mobile Field Force, comprised of approximately 130 members from 85 different Police agencies. The NIPAS MFF is a highly-trained crowd control team designated to respond to critical incidents involving civil disturbances, union conflicts, public demonstrations, and other events involving large or disorderly crowds. The NIPAS MFF was put on standby 4 times in November and December for potential protests in Evanston, Downers Grove, Rolling Meadows, and Northbrook. The team was activated for an unruly protest in Evanston on November 7th. The team was again activated on November 12 for a large protest in Northbrook.

Detectives are also members of ICAC (Internet Crimes against Children) task force which investigates the on-line sexual exploitation of children. As such, they also investigate Cyber-Tips generated by NCMEC (National Center for Missing and Exploited Children), and conduct online covert operations predators in our area. There was 1 new Cyber-Tips in November and December, which Det. Sgt. Heveran continues to monitor and investigate.

Forest Park CID joined forces with Chicago Police Department on a Joint Vehicular Hijacking Task Force. This task force has been fast growing as more suburban departments have joined each month to work together to combat an alarming rise in vehicular hijacking incidents that have occurred throughout the Chicago area. Forest Park Police have continued this mission and have shared vital information on intelligence and information regarding known offenders and hot spots that are vulnerable to vehicular hijackings, in which the task force's mission and results was highlighted. Det. Sgt. Heveran, Det. Cannon, and Det. Reilly were unable to attend the Task Force date in November or December. Detectives continues to maintain contact and information sharing with other Task Force members.

There were 90 incidents assigned to investigators for follow-up in November and December 2023; 43 in November and 47 in December. Case selection has been reduced and screened due to a shortage of manpower and more focus has been exhausted on major cases and those involving violence against victims. In addition to the 90 newly assigned cases, CID detectives continue to work on cases predating October 31, 2023.





The following is a summary of notable investigations in November and December, 2023:

- Case #: 23-01184– Aggravated Battery of a Child Under 13 and Aggravated Battery – Strangulation. On 22 Apr 23, a mental health associate (MHA) at Riveredge Hospital pushed, punched, and strangled a 10-year-old patient for not going to bed and being quiet. After many-month’s long investigation, the MHA turned himself into Det. Lt. Pater at this PD, where he was charged for two counts of Aggravated Battery.
- Case #: 23-03060 –Battery. On 03 Oct 23, an unknown male, approached a crossing guard near Circle and Roosevelt, and kissed her neck and grabbed her buttocks. Det. Lt. Pater was able to discover the identity of the offender, whom was known to him. Once identification was made from witnesses, the offender was placed into custody and charged with one count of battery.
- Case #: 23-03635, 23-03637, 23-02356 – Aggravated Robbery, Armed Robbery x2, Unlawful Use of Weapon by Felon
 - On 25 Nov 23, a USPS postal carrier was approached from behind by a male offender in the 900 block of Beloit. The offender implied he had a weapon and demanded the USPS postal worker’s master key.
 - On 26 Nov 23, a pizza delivery driver from DiNico’s pizza delivered pizza to the 7503 Harvard at approximately 0100hrs. During this time, a male offender displayed a handgun, pointing it at the pizza delivery driver and robbed him of the food.

- On 28 Nov 23, a USPS postal carrier was approached in the 1100 block of Beloit by a male offender. The offender brandished a handgun and robbed the postal carrier of his master key.

During the course of the first robbery, CID Investigators learned of the offender's identity by retrieving video surveillance at a nearby store. CID Investigators were able to determine the offender's name and identity and set up surveillance on his residence near Harvard and Beloit. On 28 Nov 23, CID Investigators, along with assistance from US Postal Inspectors, located and attempted to arrest the offender. After a brief struggle, the offender fled from investigators dropping a loaded .380 firearm. CID Investigators were able to take the offender into custody a short time later and also located both sets of mail keys that were taken in the above-mentioned incidents.

CID investigators were able to retrieve evidence on the offender, the vehicle he was in, along with evidence near his residence. After an extensive and thorough investigation, CID investigators were able to secure Armed Robbery x2, Aggravated Robbery, UYW- by Felon charges against this dangerous offender.

- Case #23-02869 – Aggravated Battery. Det. Sgt. Heveran was assigned the Suspicious Circumstances report that occurred on 18 Sep 23. The report initially indicated the victim was possibly in a fight in a Forest Park bar and had multiple bruises. After a couple of days, the victim was at the hospital in the ICU with a brain bleed. During his investigation, Det. Sgt. Heveran learned the fight may have occurred at Blueberry Hill bar and after speaking with numerous witnesses, acquiring video, and other evidence, Det. Sgt. Heveran was able to identify the offender. On 22 Nov 23, the offender was taken into custody and charged with Aggravated Battery.
- Case #s 23-03421 – Aggravated Vehicular Hijacking – Officers responded to the carjacking just occurred on 12 Dec 23. During this time, CID Detective Sgt. Heveran and Det. Reilly responded to the call. Through networking contacts with CPD, CPD officers notified Det. Sgt. Heveran that the carjacked vehicle was last seen in the area of 4000 block of Washington. Det. Sgt. Heveran and Det. Reilly proceeded to the area. With the assistance of CPD, the victim vehicle was located, two juvenile offenders were placed into custody, and a loaded firearm was recovered. Det. Reilly conducted lineups with the victim who identified the main offender. Both juveniles were charged with Aggravated Vehicular Hijacking and one juvenile was also charged with Aggravated Unlawful Use of Weapon. Both juveniles were charged and sent to the Juvenile Detention Center.
- 23-03421 – Aggravated Unlawful Use of Weapon, Criminal Damage to State Supported Property, and Aggravated Fleeing and Eluding – On 04 Nov 23, Patrol Officers pulled over a driver for IVC violations. At this time, the driver provided his

DL to the officers. Patrol Officers asked the driver and occupants out of the vehicle, at which time the driver fled from the traffic stop by smashing into Forest Park squad cars. After numerous conversations with the offender and failed attempts to locate the offender, Det. Reilly obtained an arrest warrant for the offender. On 12 Dec 23, the offender was placed into custody by CPD. Det. Reilly received felony approval for all felony charges.

- In addition to these highlighted cases, in the last two months, CID has closed and cleared over 20 prior cases.

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

**FOREST PARK POLICE DEPARTMENT
ASSET SEIZURE AND FORFEITURES
November-December 2023**

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

NEW CASES:

On 12/27/2023, the Forest Park Police Department Patrol Division seized a Infinity Qx after the driver was arrested for a large amount of narcotics. Estimated Value: \$5,369***Lien Holder Rights Apply ***

On 12/03/2023, the Forest Park Police Department Patrol Division seized a 2013 Cadillac Escalade after the driver was cited for Aggravated DWLR (DUI Based). Estimated Value: \$32,616 ***No Lien***

On 11/25/2023, the Forest Park Police Department Patrol Division seized a 2023 Ford F-150 after the driver was cited for Aggravated DWLR (DUI Based). Estimated Value: \$33,097 ***Lien Holders Rights Apply***

On 11/19/2023, the Forest Park Police Department Patrol Division seized \$177.05 during a narcotics arrest.

On 11/04/2023, the Forest Park Police Department Patrol Division seized a 2016 Dodge Durango for Aggravated Flee/Eluding. Estimated Value: \$2,960 *** No Lien***

**License Plate Reader (LPR)/Street Camera Usage
November-December 2023**

During the months of November-December of 2023, the Forest Park Police Department documented (5) usages in November and (3) usages in December of the Street Camera and LPR system. Forest Park Police Officers used these cameras/technology for a variety of crimes/incidents including: Accidents Armed Robbery, Retail Theft, Stolen Property, Damage to Village Property and Shooting Incident.

FOREST PARK POLICE DEPARTMENT

Forest Park Police Department Training Cadre

Prepared by Sgt. N. DeFors #123

The following is a summary of training:

The FPPD Training Staff conducted two evolutions of training during the months of November and December 2023. The November trainings were a continuation of those conducted over September and October. These trainings included the following:

November:

Range Training:

This training evolution had three main areas of focus. The first was fundamental marksmanship for both pistol and rifle, as well as long-distance capabilities with rifles. These basic drills continue the pursuit of adding to officers' capacity in both weapon systems. The second focus was on shooting from unstable shooting positions. This was also combined with target identification. Prior to engagement officers had to discern if the target was a threat or no-threat target and engage accordingly. Lastly, we brought the newly-acquired ballistic shields to the range to train officers in how to shoot while properly deploying them. The PD has acquired 6 shields that add a tactical advantage to our operations, and it was well-received to finally train marksmanship with them. Continuing to train regularly keeps the skill from deteriorating and maintains a level of readiness that promotes confidence in a familiar task.

In Service Training:

Sgt. Stasinopoulos is a certified American Red Cross trainer and over the course of this evolution trained and certified officers in their Adult and Child CPR and AED program. Officers had to perform practical exercises to complete their certifications. Additionally, this course was also certified by the Illinois Training and Standards Board, adding to their state-mandates hours of training.

December:

New Officer Training:

With new officers being hired it was requested that prior to their start on the street with a Field Training Officer, they would have several "on-boarding" days. I provided this 3-day training outside of the field training program, with several intents: provide department, training, and behavior expectations, learn department operations, range qualification, address uniform and equipment issues, complete any program log-ins, and expose them to daily workings within the department. This also provided a common starting point for all new officers.

Additional Considerations:

1. As I have previously reported, the above trainings not only provide officers with skillsets that increase their capability to serve Forest Park, but also increase their confidence in those skills that has been shown to mitigate the probability of panic or overreaction. With our personnel numbers increasing, my hope is to continue offering training on a more regular basis.
2. With the SAFE-T Act, all departments in Illinois have been ordered to comply with new mandates in regards to training. This has not been accompanied with a strong vehicle by which departments can implement and complete them. I have been in contact with our local MTU (Mobile Training Unit) and have completed the process for one of our trainings to be recognized by the state as counting toward the SAFE-T Act mandates. This process was extremely tedious and time-consuming but must be completed for our officers to maintain their certifications. Due to this we must take training into account on a more regular basis and with more time to prepare.

November / December 2023 Neighborhood Watch report

November 21, 2023:

Meeting was cancelled

December 19, 2023:

20 members were in attendance including Chief Gross, (Interim) Village Manager Entler, and Detective B. Reilly. At the meeting we discussed home security as it relates to current crime trends and focused on security cameras as they pertain to residential use. We discussed the importance of cameras not only for the individual resident but also how they help the PD with investigations of crimes throughout the community. Some of the discussion covered the importance of ensuring the residents cameras are in *working* condition and are configured in a way to best provide useful footage, should it be needed.

At this meeting we also began to configure a database of commercial and residential cameras so PD employees can more easily determine where cameras are in use when investigating crimes in progress as well as crimes that have already happened and been reported. We also discussed the option of having a member of the PD come to residential homes to view camera function and offer suggestions in placement and function to best support crime prevention investigation.

Myself and Detective B. Reilly also met with members of the FP Chamber of Commerce (Jan. 9th) where we did a similar presentation for those members and encouraged them to participate in the Camera Data Base if their businesses have cameras (and if those owners live in town and have cameras at their homes)

LESO

LESO Awarded Property – November/December 2023

Honda Quad ATV

John Deere Mule ATV

Kawasaki Mule ATV

Special Response Team (SRT)

There were no SRT activations for the months of November / December, 2023.

Special Response Team Training

The SRT did not conduct training in November / December, 2023 due to low manpower.

License Plate Reader (LPR)/Street Camera Usage

During the months of September - October of 2023, the Forest Park Police Department document usage of the Street Camera and LPR system were September 2023- 09 reports and October 2023- 2 reports. Forest Park Police Officers used these cameras/technologies for a variety of crimes/incidents including: Accidents including Hit and Run Investigations, Aggravated Assault to Peace Officer, Battery, Runaway from Riveredge, Accident- Damage to Village Property, Aggravated Flee/Eluding Peace Officer- Motor Vehicle Theft, Catalytic Converter Theft, Flee/Eluding Peace Officer, Motor Vehicle Theft, Battery and FOIA Request.

Auxiliary Unit

The following is a list of events the Auxiliary Unit had participated during the months of November & December 2023:

1. 04 November 2023- Forest Park Wine Walk (Cpl. Fluker).
Hillside/Broadview 21st Annual Veteran's Day Parade (Cpl. Curtis)
2. 01 December 2023- Forest Park Holiday Walk
Excused: Ofc. Bolton & Ofc. Sinisi

An Auxiliary Officer meeting was conducted on 08 November 2023 where the Forest Park Holiday Walk was discussed. The Holiday Walk occurred on 01 December 2023 and, despite the inclement weather, the event was a success with no negative incidents.

An Auxiliary Officer meeting was held on 13 December 2023 where pizza and soft drinks were served while discussing the events the Auxiliary Unit had participated in 2023.

Our next scheduled meeting will be on 21 February 2024 where the Forest Park St. Patrick's Day Parade will be discussed.

RESOLUTION No.

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

Refunds and Allocations	\$ 13,530.42
Public Affairs	\$ 18,101.00
Police Department	\$ 4,179.06
Community Center	\$ 2,077.83
Accounts & Finance (Clerks Office)	\$ 91,246.47
Accounts & Finance (Fire Department)	\$ 3,927.63
Department of Health & Safety	\$ 8,178.79
Streets and Public Improvements	\$ 5,314.19
Public Property	\$ 51,637.54
Federal Customs	\$ 6,663.78
TIF	\$ 3,606.78
VIP	\$ 3,548.94
Water Department	<u>\$ 258,680.38</u>

TOTAL	\$ 470,692.81
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ADOPTED BY THE Council of the Village of Forest Park this 22nd Day of January 2024.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4111-210	Forest Park Public Library	01/08/2024	11,331.22
100-00-000-4210-300	Kavya Nair	12/29/2023	18.05
100-00-000-4450-121	Passport Labs Inc	12/31/2023	75.11
100-00-000-4450-130	Passport Labs Inc	12/31/2023	1,862.95
100-00-000-4450-140	Passport Labs Inc	12/31/2023	243.09
Refunds and Allocations			13,530.42



Account Number	Vendor	Invoice Date	Amount
100-10-101-6150-125	IPELRA	01/04/2024	325.00
100-10-101-6150-202	Checkpoint Press Inc	12/19/2023	150.00
100-10-101-6150-202	Marshon Conrad	12/29/2023	360.00
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	12/29/2023	175.00
100-10-101-6150-202	C.O.P.S. and F.I.R.E Personnel Testing	01/05/2024	450.00
100-10-101-6150-202	Woodlake Occupational Health	01/02/2024	1,761.00
100-10-101-6150-222	American Legal Publishing	12/12/2023	500.00
100-11-111-6100-120	Techno Consulting Inc	01/01/2024	3,850.00
100-11-111-6110-110	ITSavvy LLC	12/28/2023	9,630.00
100-11-111-6110-110	Techno Consulting Inc	01/01/2024	900.00
	Public Affairs		18,101.00



Account Number	Vendor	Invoice Date	Amount
100-00-000-2002-006	Municipal Collection Services	12/31/2023	8.67
100-12-121-6120-305	Message in a Bottle	01/08/2024	77.00
100-12-121-6160-100	Geoffrey Shaw MD	01/02/2024	3,000.00
100-12-123-6145-202	Spotless Carwash	12/22/2023	550.00
100-12-124-6145-211	SCHAUERS HARDWARE	12/31/2023	9.96
100-12-124-6150-114	Thomson Reuters-West	01/01/2024	468.43
100-12-124-6150-114	International Association for Property & I	01/03/2024	65.00
	Police Department		4,179.06



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-140	Case Lots Inc	12/26/2023	91.90
100-15-151-6140-200	SCHAUERS HARDWARE	12/31/2023	59.37
100-15-152-6170-200	S&S Worldwide Inc.	12/06/2023	79.76
100-15-154-6170-102	Case Lots Inc	12/26/2023	116.80
100-15-154-6170-110	Rose's Catering	12/29/2023	1,730.00
	Community Center		2,077.83



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Fidelity Security Life Ins Co	12/22/2023	70.25
100-21-211-5005-002	Fidelity Security Life Ins Co	12/22/2023	655.20
100-21-211-6100-110	Lauterbach & Amen LLP	12/29/2023	992.14
100-21-211-6140-102	FED EX	01/02/2024	106.92
100-21-211-6140-102	FED EX	01/09/2024	45.69
100-21-211-6140-104	Quill	12/20/2023	16.24
100-21-211-6140-104	Quill	12/20/2023	187.52
100-21-211-6140-110	Forest Printing Company	12/21/2023	4,780.46
100-21-211-6150-112	Illinois GFOA	01/09/2024	325.00
100-21-211-6150-122	IPELRA	01/04/2024	325.00
100-21-211-6150-150	AT&T	01/01/2024	627.60
100-21-211-6150-150	AT&T	01/04/2024	85.97
100-21-211-6160-001	Secretary of State Index Dept	01/11/2024	15.00
100-21-211-6190-003	POLICE PENSION FUND	01/08/2024	9,644.00
100-21-211-6190-004	Firefighters Pension Fund	01/08/2024	9,644.00
100-21-211-6191-001	POLICE PENSION FUND	01/08/2024	3,812.66
100-21-211-6191-002	Firefighters Pension Fund	01/08/2024	4,151.94
100-22-221-6310-410	Fleet Safety Supply	12/20/2023	14,637.10
100-22-221-6310-410	Fleet Safety Supply	12/20/2023	14,637.15
100-22-221-6310-410	Fleet Safety Supply	12/21/2023	12,653.94
100-22-221-6310-410	Fleet Safety Supply	12/21/2023	12,654.02
100-22-221-6310-410	Fleet Safety Supply	01/03/2024	203.67
100-22-221-6310-410	XTreme Graphics Lettering	12/20/2023	975.00
Accounts and Finance (Clerks Office)			91,246.47



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	Ed's Way Food Store	11/09/2023	13.96
100-30-302-6110-200	SCHAUERS HARDWARE	12/31/2023	5.84
100-30-302-6110-200	Air One Equipment Inc	10/03/2023	580.00
100-30-302-6145-100	Witmer Public Safety Group	01/03/2024	431.69
100-30-302-6150-122	Phil Damato	01/02/2024	1,036.00
100-30-303-6145-300	Mckesson Medical	03/28/2023	683.95
100-30-303-6145-300	Mckesson Medical	08/09/2023	841.46
100-30-303-6145-300	Mckesson Medical	12/19/2023	104.68
100-30-303-6145-300	Mckesson Medical	01/03/2024	230.05
Accounts and Finance (Fire Department)			3,927.63



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	01/03/2024	855.00
100-40-401-5000-017	Tariq Dandan	01/02/2024	462.00
100-40-401-5000-017	Raymond Traynor	01/08/2024	900.00
100-40-402-6150-232	Tariq Dandan	01/02/2024	2,214.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	01/01/2024	1,200.00
100-40-403-6150-230	Elevator Inspection Services	12/28/2023	2,528.00
100-40-410-6140-202	SCHAUERS HARDWARE	12/31/2023	19.79
Department of Health and Safety			8,178.79



Account Number	Vendor	Invoice Date	Amount
100-50-502-6140-202	SCHAUERS HARDWARE	12/31/2023	139.66
100-50-502-6180-160	Com Ed	12/19/2023	4,054.56
100-50-502-6185-106	RUSSO POWER EQUIPMENT	01/09/2024	797.50
100-50-502-6185-110	First Ayd Corp.	09/11/2023	156.27
100-50-502-6185-110	Traffic Control & Protection	05/23/2023	166.20
Streets and Public Improvements			5,314.19



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-101	SCHAUERS HARDWARE	12/31/2023	44.97
100-55-552-6180-114	SCHAUERS HARDWARE	12/31/2023	158.27
100-55-552-6180-114	Case Lots Inc	12/29/2023	598.80
100-55-553-6180-150	Lyons Pinner Electric Co	12/19/2023	230.54
100-55-553-6180-150	Lyons Pinner Electric Co	12/19/2023	354.99
100-55-553-6180-150	Lyons Pinner Electric Co	12/29/2023	8,040.08
100-55-553-6180-150	Lyons Pinner Electric Co	12/29/2023	3,080.85
100-55-553-6180-150	Lyons Pinner Electric Co	12/31/2023	1,348.90
100-55-553-6180-150	Lyons Pinner Electric Co	12/31/2023	595.00
100-55-553-6180-160	AEP Energy	12/26/2023	6,190.94
100-55-553-6180-160	Com Ed	12/12/2023	114.67
100-55-553-6180-160	Com Ed	12/22/2023	757.08
100-55-555-6180-100	SCHAUERS HARDWARE	12/31/2023	56.92
100-55-555-6180-100	Quill	12/20/2023	350.31
100-55-555-6180-100	Quill	12/20/2023	77.66
100-55-555-6180-100	Quill	12/21/2023	90.89
100-55-555-6180-100	PremiStar-North	12/27/2023	516.00
100-55-555-6180-110	Comcast	01/02/2024	50.40
100-55-555-6180-110	First Ayd Corp.	09/01/2023	220.86
100-55-555-6180-120	Kinetic Energy Inc.	01/11/2024	539.00
100-55-555-6180-130	Comcast	01/01/2024	340.82
100-55-555-6180-130	Case Lots Inc	12/26/2023	251.45
100-55-555-6180-140	AA Rental Center	12/29/2023	336.00
100-55-555-6180-140	SCHAUERS HARDWARE	12/31/2023	83.53
100-55-555-6180-140	Comcast	12/22/2023	199.29
100-55-555-6180-140	Comcast	12/28/2023	2.10
100-55-555-6180-140	First Ayd Corp.	09/01/2023	111.61
100-55-555-6180-140	First Ayd Corp.	09/19/2023	364.00
100-55-560-6180-125	SCHAUERS HARDWARE	12/31/2023	22.63
100-55-570-6155-101	Mohr Oil Company	01/03/2024	10,574.90
100-55-570-6155-106	CCP INDUSTRIES INC	12/27/2023	123.09
100-55-570-6155-106	Currie Motors Chevrolet	12/07/2023	515.75
100-55-570-6155-106	Currie Motors Chevrolet	12/13/2023	44.17
100-55-570-6155-106	Currie Motors Chevrolet	12/14/2023	109.63
100-55-570-6155-106	Currie Motors Chevrolet	12/15/2023	313.22
100-55-570-6155-106	Currie Motors Chevrolet	12/15/2023	316.52
100-55-570-6155-106	Currie Motors Chevrolet	12/15/2023	732.02



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Currie Motors Chevrolet	12/15/2023	(313.22)
100-55-570-6155-106	Currie Motors Chevrolet	12/19/2023	(732.02)
100-55-570-6155-106	Currie Motors Chevrolet	12/19/2023	732.02
100-55-570-6155-106	Currie Motors Chevrolet	12/19/2023	910.48
100-55-570-6155-106	Fleet Safety Supply	01/02/2024	144.64
100-55-570-6155-106	Linde Gas North America LLC	12/22/2023	232.43
100-55-570-6155-106	Linde Gas North America LLC	12/22/2023	230.45
100-55-570-6155-112	Commercial Tire Service	12/28/2023	1,939.58
100-55-570-6155-112	Fire Service Inc	09/21/2023	1,050.00
100-55-570-6155-112	Fire Service Inc	09/27/2023	1,838.52
100-55-570-6155-112	Fire Service Inc	10/19/2023	6,860.05
100-55-570-6155-112	Christopher Fischer	12/29/2023	800.00
100-55-580-6180-210	JKS VENTURES INC	12/31/2023	86.75
Public Property			51,637.54



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Artistic Engraving	01/08/2024	3,905.00
232-00-000-6900-232	Comcast	12/22/2023	178.29
232-00-000-6900-232	Kendall County Sheriffs Office	01/05/2024	500.00
232-00-000-6900-232	Ray O'Herron Co Inc	12/20/2023	519.88
232-00-000-6900-232	Ray O'Herron Co Inc	12/21/2023	1,160.61
232-00-000-6900-232	Ray O'Herron Co Inc	01/03/2024	400.00
	Federal Customs		6,663.78



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-115	Lauterbach & Amen LLP	12/29/2023	422.26
302-00-000-6185-700	CDC ENTERPRISES INC	04/07/2023	2,050.00
304-00-000-6100-115	Lauterbach & Amen LLP	12/29/2023	422.26
306-00-000-6100-115	Ryan LLC	01/02/2024	290.00
309-00-000-6100-115	Lauterbach & Amen LLP	12/29/2023	422.26
		TIF	3,606.78



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-115	Ice Miller LLP	01/03/2024	3,000.00
312-00-000-6100-115	Lauterbach & Amen LLP	12/29/2023	68.94
312-00-000-7000-312	K-Five Hodgkins LLC	12/19/2023	160.00
312-00-000-7000-312	K-Five Hodgkins LLC	12/21/2023	160.00
312-00-000-7000-312	K-Five Hodgkins LLC	12/28/2023	160.00
		VIP	3,548.94



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-110	Lauterbach & Amen LLP	12/29/2023	992.14
501-80-800-6150-154	Com Ed	12/12/2023	21.90
501-80-800-6150-154	Com Ed	12/29/2023	49.03
501-80-800-6150-154	Constellation Energy Services Inc	12/28/2023	3,483.99
501-80-800-6150-154	Constellation Energy Services Inc	12/29/2023	499.72
501-80-800-6800-100	City of Chicago	01/09/2024	163,095.80
501-80-800-6800-150	Clear View	03/14/2023	6,390.23
501-80-800-6800-150	Clear View	07/13/2023	11,216.96
501-80-800-6800-150	Clear View	12/08/2023	28,726.67
501-80-800-6800-150	Clear View	12/31/2023	3,612.00
501-80-800-6800-151	Clear View	07/25/2023	6,016.64
501-80-800-6800-151	Clear View	07/25/2023	3,732.00
501-80-800-6800-151	Clear View	07/25/2023	12,586.08
501-80-800-6800-151	Clear View	12/09/2023	162.00
501-80-800-6800-151	Clear View	12/10/2023	12,970.72
501-80-800-6800-151	Clear View	12/26/2023	5,124.50
Water Department			258,680.38

RESOLUTION NO. R-_____-23

**A RESOLUTION CONFIRMING APPOINTMENT OF
RACHELL ENTLER FROM INTERIM VILLAGE ADMINISTRATOR
TO VILLAGE ADMINISTRATOR AND APPROVING AND RATIFYING
THE PRIOR INTERIM VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT
AS THE VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT
FOR THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, Section 4-5-5 of the Illinois Municipal Code (65 ILCS 5/4-5-5) authorizes the Council to appoint officers necessary to carry into effect the powers conferred upon the village; and

WHEREAS, the Village Council, on September 5, 2023, determined that it was advisable, necessary and in the public interest to appoint Rachell Entler as Interim Village Administrator of the Village of Forest Park and approved an Interim Village Administrator Employment Agreement to provide for her compensation and the terms and conditions of her appointment; and

WHEREAS, the Village Council has since positively reviewed her performance and evaluated her role as Interim Village Administrator and has determined to (i) remove her employment status of “Interim” and to confirm her position as the Village Administrator and (ii) ratify her previously approved Interim Village Administrator Employment Agreement as her now Village Administrator Employment Agreement.

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 Council hereby (i) confirms the appointment of Rachell Entler to serve as the Village Administrator for the Village of Forest Park for a term effective upon passage of this Resolution and ending April 30, 2024, and (ii) ratifies that certain Interim Village Administrator Employment Agreement between the Village of Forest Park and Rachell Entler, dated September 5, 2023, as her Village Administrator Employment Agreement.

Section 3. The Mayor and Village Clerk shall be and are hereby authorized and directed to execute and file with the Village Clerk a revised Certificate of Appointment of and Warrant of Commission for Rachell Entler as Village Administrator.

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 22nd day of January, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Rory E. Hoskins, Mayor

ATTESTED, filed in my office and published
in pamphlet form this _____ day of January, 2024.

Vanessa Moritz, Village Clerk



TO: Mayor Hoskins
Commissioners
Village Administrator Entler

FROM: Letitia Olmsted, Finance Director *Tein*

DATE: January 17, 2024

RE: 2024 Motor Fuel Tax / Estimate of General Maintenance

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE
FOREST PARK, IL 60130
PH: 708-366-2323
FAX: 708-488-0361
www.forestpark.net

Maria Maxham
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
PUBLIC HEALTH & SAFETY

Michelle Melin-Rogovin
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Moses E. Amidei
VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

Motor Fuel Tax (MFT) is placed upon motor vehicles operating upon public highways and operating recreational watercraft upon waters within Illinois. Effective July 1, 2023 through June 30, 2024, the tax rate is \$0.454 per gallon of gasoline and \$0.529 per gallon on diesel fuel. The Department of Transportation allocates these monies according to the provisions outlined in the MFT fund distribution statute (35 ILCS 505/8), and initiates the process for distribution of motor fuel tax to counties, townships, and municipalities. Disbursements are issued monthly and municipalities are allocated based upon population.

The expenditure of MFT funds requires the approval of the Department of Transportation. Municipalities must adopt a resolution that states how the funds will be used and submit to the appropriate IDOT district office for approval. The Estimate of General Maintenance is passed by resolution annually for eligible expenses such as salt, signage, and maintenance of street lighting and traffic controls. Calendar year 2021 - 2023 estimates and actual expenditures are included on the following page. MFT funds are transferred to the General fund following the calendar year program to reimburse for these expenditures. Other uses of MFT funds include capital infrastructure projects, which requires additional documentation and approval.

FY2024 estimated state share of municipal revenue per Illinois Municipal League's August 2023 publication is \$23.37 per capita for Motor Fuel Tax and \$20.00 for the Transportation Renewal Fund. This equates to \$621,882 in revenue. The 2024 calendar year general maintenance as proposed is \$477,000. The categories remain the same as prior years, however the estimate has been increased due to anticipated cost increases in all materials and services. The funds that are not required for the general maintenance program will remain in the fund balance for future capital projects.

IDOT performs an annual program review of all documentation (invoices, cancelled checks, bank statements) to ensure that funds have been expended properly. This review occurs for general maintenance expenditures as well as capital improvement projects. If any expenditure is deemed unauthorized, reimbursement to the MFT fund is required.

Village of Forest Park Local Public Agency General Maintenance

Calendar year 2021

		Estimate	Expenditure
100-50-502-6185-106	Salt	225,000.00	111,593.03
100-50-502-6185-108	Street Painting Supplies	8,000.00	5,462.82
100-50-502-6185-109	Pavement Markings	7,000.00	-
100-50-502-6185-110	Warning Lights / Signs	20,000.00	9,341.76
100-55-553-6180-150	Street Light Maintenance	95,000.00	141,347.18
100-55-553-6180-152	Traffic Signal Maintenance	80,000.00	20,207.48
		435,000.00	287,952.27

MFT allotments calendar year 2021 549,437.96

allocated to fund balance 261,485.69

Calendar year 2022

		Estimate	Expenditure
100-50-502-6185-106	Salt	180,000.00	90,803.70
100-50-502-6185-108	Street Painting Supplies	8,000.00	4,614.30
100-50-502-6185-109	Pavement Markings	7,000.00	-
100-50-502-6185-110	Warning Lights / Signs	10,000.00	11,507.67
100-55-553-6180-150	Street Light Maintenance	140,000.00	127,392.36
100-55-553-6180-152	Traffic Signal Maintenance	40,000.00	33,098.63
		385,000.00	267,416.66

MFT allotments calendar year 2022 569,499.81

allocated to fund balance 302,083.15

Calendar year 2023

		Estimate	Expenditure
100-50-502-6185-106	Salt	180,000.00	106,199.52
100-50-502-6185-108	Street Painting Supplies	8,000.00	9,257.07
100-50-502-6185-109	Pavement Markings	7,000.00	-
100-50-502-6185-110	Warning Lights / Signs	20,000.00	12,626.27
100-55-553-6180-150	Street Light Maintenance	200,000.00	62,992.99
100-55-553-6180-152	Traffic Signal Maintenance	40,000.00	17,772.59
		455,000.00	208,848.44

MFT allotments calendar year 2023 618,893.60

allocated to fund balance 410,045.16



District	County	Resolution Number	Resolution Type	Section Number
1	Cook		Original	24-00000-00-GM

BE IT RESOLVED, by the Council of the Village of
Governing Body Type Local Public Agency Type
Forest Park Illinois that there is hereby appropriated the sum of \$477,000.00
Name of Local Public Agency
Four Hundred Seventy Seven Thousand Dollars (\$477,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/24 to 12/31/24 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Forest Park
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Vanessa Moritz Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of Forest Park in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Forest Park at a meeting held on 01/22/24 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk

Engineer (Municipal, Consultant or County)

**A RESOLUTION TO APPROVE AND AUTHORIZE THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL
FOR PHASE II DESIGN ENGINEERING SERVICES BY AND BETWEEN
CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF
FOREST PARK FOR THE FILLMORE STREET BRICK REPAIR PROJECT
(Beloit to Hannah)**

WHEREAS, the Village of Forest Park ("Village") has enacted and proposes to implement the Fillmore Street Brick Repair Project to repair sunken bricks, installing additional stone and sand, compaction, and then re-installation of existing bricks, 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 "Fillmore Street Brick Repair Project - Professional Engineering Services Proposal for Phase II Design" between the Village and Burke for the estimated fee of Two Thousand Nine Hundred Fifty and 00/100 Dollars (\$2,950.00) ("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 22nd day of January, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of January, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of January, 2024.

Vanessa Moritz, Village Clerk

EXHIBIT A

**Fillmore Street Brick Repair 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

January 3, 2024

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

Attention: Mr. Sal Stella, Director of Public Works

Subject: Fillmore Street Brick Repairs - Professional Engineering Services Proposal
for Phase II Design

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for design engineering services related to the Fillmore Street Brick Repairs 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 repair the sunken bricks on Fillmore Street between Beloit and Hannah. The repair will consist of removal of the sunken bricks, installing additional stone and sand, compaction, and then reinstallation of the existing bricks. CBBEL will 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 \$2,950.00 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: _____

JFA
N:\PROPOSALS\ADMIN\2024\Forest Park Fillmore Street Brick Repairs\Forest Park Fillmore Street Brick Repairs.docx

EXHIBIT A



**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005
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RESOLUTION NO. R-_____-24

**A RESOLUTION TO APPROVE AND AUTHORIZE THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES
PROPOSAL FOR PHASE II DESIGN ENGINEERING SERVICES BY
AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.
AND THE VILLAGE OF FOREST PARK FOR THE
ELGIN AVENUE WATERMAIN AND RESURFACING PROJECT**

WHEREAS, the Village of Forest Park ("Village") proposes to install a watermain under and resurface Elgin Avenue, from Jackson Boulevard to Madison Street ("Project"), utilizing a combination of the Village's Motor Fuel Taxes and Water Fund for the Project cost; and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional design services of a professional engineer is required and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the implementation 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 design engineering services for phase II design to 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 design engineering services for phase II design with Burke to implement the Project.

Section 3. That certain "Elgin Avenue Watermain and Resurfacing Project - Professional Engineering Services Proposal for Phase II Design" between the Village and Burke for the estimated fee of Seventy Thousand Three Hundred Fifty-Eight and 00/100 Dollars

(\$70,358.00) ("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 22nd day of January, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of January, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of January, 2024.

Vanessa Moritz, Village Clerk

EXHIBIT A

**Elgin Avenue Watermain and Resurfacing 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

January 4, 2024

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

Attention: Mr. Sal Stella, Director of Public Works

Subject: Elgin Avenue Watermain and Resurfacing Project - Professional Engineering
Services Proposal for Phase II Design

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for design engineering services related to the Elgin Avenue Watermain and Resurfacing 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 install 8" watermain on Elgin Avenue from Jackson Boulevard 2 blocks north to Madison Street in replacement of the existing 4" watermain along the same route. The Village also wants to resurface Elgin Avenue from Jackson Boulevard to Madison Street.

It is our understanding that the Village will be using local funding to cover Design and Construction Engineering and a combination of MFT and Forest Park Water Fund to cover the roadway and watermain construction costs respectively.

SCOPE OF WORK

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

Task 1 – Topographic Survey

CBBEL will perform a topographic survey of the proposed water main location – Elgin Avenue from Jackson Boulevard to Madison Street. The survey will be used as a base map for water main design purposes. Included are the following survey tasks:

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

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

Task 2 – Pavement and Soils Investigation

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

Task 3 – Sewer Cleaning and Televising

CBBEL will utilize a subconsultant to perform sewer cleaning and televising of combination sewer. CBBEL will then review the televising reports and include a repair or lining scope of work to the plans.

Task 4 – Field Reconnaissance

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

Task 5 – Utility Coordination

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

Task 6 – MFT Coordination

This task will consist of coordinating with IDOT to make the project eligible to use MFT funding for the roadway portion of the project.

Task 7 – Preparation of Plans and Specifications

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

Task 8 – Permitting

This task will consist of preparing a permit application to the Metropolitan Water Reclamation District (MWRD) for qualified sewer construction and preparing a permit application to the Illinois Environmental Protection Agency (IEPA) for watermain construction.

Task 9 – Bidding Assistance

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

ESTIMATE OF FEE

Our Estimate of Fee is \$70,358.00 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: _____

EXHIBIT A

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

June 13, 2005
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RESOLUTION NO. R-_____ -24

**A RESOLUTION APPROVING THE SPECIFICATIONS
AND AUTHORIZING THE ADVERTISING OF BIDS FOR THE
VILLAGE OF FOREST PARK 2024 LEAD SERVICE REPLACEMENT PROJECT**

WHEREAS, the Village of Forest Park ("Village") has undertaken to develop plans, bid guidelines, and specifications for the 2024 Lead Service Replacement Project (the "Project") in the Village; and

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

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

Section 1. Finding of the Corporate Authorities

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

Section 2. Advertisement for Bids

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

Section 3. Effective Date

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 22nd
day of January, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of January, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of January, 2024.

Vanessa Moritz, Village Clerk

EXHIBIT "A"

**2024 Lead Service Replacement Project
Local Public Agency Formal Contract Proposal**

**Local Public Agency
Formal Contract Proposal**

COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		2024 Lead Service Replacemen

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village of Forest Park

Bids opened online via QuestCDN.com until 10:00 AM on .
Name of Office
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village of Forest Park

517 Des Plaines Bids opened online via QuestCDN.com at 10:00 AM on .
Name of Office
Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Various Streets (See Location Map)	N/A

Proposed Improvement
 Lead water service replacements from the B-Box into the interior of the various buildings and all necessary restoration to complete the work.

1. Plans and proposal forms will be available in the office of
<http://cbbel.com/bidding-info/> or at www.questcdn.com
 Under Login using QuestCDN #XXXXXXX for a non-refundable charge of \$50.00. A login will be required.

- ☒ Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - Local Public Agency Formal Contract Proposal (BLR 12200)
 - Schedule of Prices (BLR 12201)
 - Proposal Bid Bond (BLR 12230) (if applicable)
 - Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		2024 Lead Service Replacement

PROPOSAL

1. Proposal of _____ Contractor's Name _____
 _____ Contractor's Address _____
2. The plans for the proposed work are those prepared by _____
 and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 12/01/24 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village Treasurer of Forest Park.
 The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		2024 Lead Service Replacemer

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Forest Park	Cook		2024 Lead Service Replacemer

SIGNATURES

(If an individual)

Bidder Signature & Date		
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature & Date		
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
Signature & Date		
Title		
Business Address		
City	State	Zip Code

Insert Names of Officers

President

Attest:

Secretary

Secretary

Treasurer

DOCUMENTATION REQUIRED IN PLANS AND SPECIFICATIONS
FOR PROJECTS TO BE CONSTRUCTED UNDER THE
PUBLIC WATER SUPPLY LOAN PROGRAM

The attached “**front-end document package**” may be utilized by the loan applicant to comply with regulations for loans issued under the Public Water Supply Loan Program. The loan applicant’s use of the front-end document package and the completion and certification of the review checklist denoting the specific location of the required items as part of the submittal of the plans/specifications and permit application will help expedite the overall review of your project’s contract documents.

Rev. May 2003
Rev. April 2006
Rev. April 2007
Rev. April 2009
Rev. June 2010
Rev. February 2013
Rev. February 2014
Rev. December 2014
Rev. February 2016
Rev. May 2016
Rev. March 2017
Rev. December 2017
Rev. September 2018 (AIS)
Rev. November 2019
Rev. November 2020 (IL Workers Act)
Rev. March 17, 2021 (Apprenticeship)
Rev. April 22, 2022 (Removes IL Workers Act Alert)
Rev. July 2022 (BABA)
Rev. September 2022 (Apprenticeship Quarterly Report)
Rev. April 2023 (Revised Apprenticeship Quarterly Report)

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52	Bidder Certification Regarding Compliance with Article 33E “Criminal Code of 2012”
53-55	Disadvantaged Business Enterprise Participation Specifications (DBE)
56	Suggested DBE Advertisement for Construction Contractors
57	Summary of DBE Requirements for Bidders
59-60	DBE Forms for Bidders
61	Build America, Buy America Act Certification Form
62-64	Information Regarding the use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States
65-71	Illinois Works Jobs Program Act – Apprenticeship Initiative Information

ADVERTISEMENT FOR BIDS

Village of Forest Park

Owner
517 Des Plaines Ave

Address
Forest Park, IL 60130

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work):

will be received by: the Village of Forest Park

online via: QuestCDN.com

until: _____, (Standard Time-Daylight Savings Time) _____, 2024, and then at said office publicly opened and read aloud.

“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the federal “Build America, Buy America Act” requirements contained in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58.

This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President’s Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.”

The CONTRACT DOCUMENTS may be examined at the following locations: _____
Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road, Rosemont, IL Suite 600

Copies of the CONTRACT DOCUMENTS may be obtained via Quest CDN.com # _____

located at: _____ upon payment of \$ 50 for each set.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded his or her payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded the amount of \$ 0.

DATE

SIGNATURE

INFORMATION FOR BIDDERS

BIDS will be received by the Village of Forest Park

(herein called the "OWNER"), online via QuestCDN.com _____

until _____, 2024, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the Village of Forest Park at _____. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Lead Water Service Replacement and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 517 Des Plaines Ave, Forest Park, IL 60130.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within ____ days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have

access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BIDDER shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

Inspection trips for prospective BIDDERS will leave from the office of the _____ at _____

NOT APPLICABLE

The ENGINEER is _____ His/her address is _____

BID FORM OR PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as Lead Water Service Replacement *
to the _____ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of _____

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT prior to December 1st, 2024.. BIDDER further agrees to pay as liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter.

BIDDER certifies that all iron, steel, manufactured products, and construction materials used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with the federal Build America, Buy America Act, Pub. L. No. 117-58 §§ 70901-52.

* **Insert “a corporation”, “a partnership”, or “an individual” as applicable.**

- (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:
- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
 - (ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
 - (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition.
- (II) Each person signing the bid shall certify that:
- (i) He or she is the person in the bidder’s organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
 - (ii) He or she is not the person in the bidder’s organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder’s agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable): _____

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://beta.sam.gov/>
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the even the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

- paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*******Insert applicable current Davis-Bacon Wage Rates Here*******

Cook County Prevailing Wage Rates posted on 12/7/2023

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

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OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

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SIGN HANGER	All	BLD		35.72	38.58	1.5	1.5	2.0	2.0	7.15	4.60	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

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The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power

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conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators;

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Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

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Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Cook County Prevailing Wage Rates posted on 12/7/2023

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

Cook County Prevailing Wage Rates posted on 12/7/2023

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Schedule of Prices

Contractor's Name			
Contractor's Address			
City		State	Zip Code
Local Public Agency		County	Section Number
Village of Forest Park		Cook	
Route(s) (Street/Road Name)			
Various			

Schedule for Multiple Bids		
Combination Letter	Section Included in Combinations	Total
Base Bid		

Schedule for BASE BID					
(For complete information covering these items, see plans and specifications.)					
Item Number	Items	Unit	Quantity	Unit Price	Total
20101100	TREE TRUNK PROTECTION	EACH	55		
20101200	TREE ROOT PRUNING	EACH	55		
25200200	SUPPLEMENTAL WATERING	UNIT	10		
67100100	MOBILIZATION	L SUM	1		
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1		
*X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1		
*N/A	ITEMS ORDERED BY ENGINEER	EACH	30,000	\$1	\$30,000.00
*N/A	SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-5 LF	EACH	35		
*N/A	VIDEO TAPING (INTERIOR AND EXTERIOR)	L SUM	1		
*N/A	WATER SERVICE INTERIOR RESTORATION	EACH	327		
*N/A	REPLACEMENT B-BOXES	EACH	10		
*N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EACH	318		
*N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1.5"	EACH	9		
Bidder's Total Proposal (Base Bid):					

BIDDER'S TOTAL AMOUNT IN WORDS FOR BASE BID

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- 3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Schedule of Prices

Contractor's Name			
Contractor's Address		City	State
			Zip Code
Local Public Agency		County	Section Number
Village of Forest Park		Cook	
Route(s) (Street/Road Name)			
Various			

Schedule for Multiple Bids		
Combination Letter	Section Included in Combinations	Total
Base Bid + Alternate 1		

Schedule for BASE BID + ALTERNATE 1
(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
20101100	TREE TRUNK PROTECTION	EACH	65		
20101200	TREE ROOT PRUNING	EACH	65		
25200200	SUPPLEMENTAL WATERING	UNIT	14		
67100100	MOBILIZATION	L SUM	1		
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1		
*X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1		
*N/A	ITEMS ORDERED BY ENGINEER	EACH	35,000	\$1	\$35,000.00
*N/A	SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-5 LF	EACH	41		
*N/A	VIDEO TAPING (INTERIOR AND EXTERIOR)	L SUM	1		
*N/A	WATER SERVICE INTERIOR RESTORATION	EACH	369		
*N/A	REPLACEMENT B-BOXES	EACH	10		
*N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EACH	357		
*N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1.5"	EACH	12		
Bidder's Total Proposal (Base Bid + Alternate 1):					

BIDDER'S TOTAL AMOUNT IN WORDS FOR BASE BID + ALTERNATE 1

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- 3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 4. A bid may be declared unacceptable if neither a unit price or total price is shown.

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, _____
 _____ as Principal, and
 _____ as Surety, are hereby held and firmly
 bound unto _____ as OWNER in the penal sum of
 _____ for the payment of which, well and truly to be
 made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to
 _____ a certain BID, attached hereto and
 hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between _____, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) Payment BOND
 - (G) Performance BOND
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDER
 - (K) DRAWINGS prepared by _____
numbered _____ through _____ and dated _____, 20 _____.

(L) SPECIFICATIONS prepared or issued by _____
_____,
dated _____, 20_____.

(M) ADDENDA:

No. _____, dated _____, 20_____
No. _____, dated _____, 20_____
No. _____, dated _____, 20_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate based on race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (_____) each of which shall be deemed an original on the date first above written.

OWNER:

By _____
Name _____
Title _____

(Please Type)

(SEAL)

ATTEST:

Name _____
(Please Type)
Title _____

CONTRACTOR:

By _____
Name _____
Address _____

(Please Type)

(SEAL)

ATTEST:

Name _____
(Please Type)
Title _____

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

a _____ hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he or she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 20 _____.

ATTEST:

By: _____

(SEAL)

ATTEST:

(SEAL)

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20____, a copy
of which is hereto attached and made a part hereof for the construction of :

_____.
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution
of the WORK provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such WORK, and all
insurance premiums on said WORK, and for all labor, performed in such WORK whether by
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the contract or to the WORK to be
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20 _____.

(SEAL)

ATTEST:

By: _____

ATTEST:

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE OF INTENT TO AWARD

To: _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

OWNER

By: _____

Title: _____

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, 20 _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 20 _____.

By _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 _____, on or before _____, 20 _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20 _____.

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by _____

this the _____ day of

_____, 20 ____.

By _____

Title _____

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)

Date: _____	Date: _____	Date: _____
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Approved by Funding Agency (if applicable): _____	Date: _____
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year _____	Insert goals for* each year _____

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is **.

*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

**Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS GOALS FOR MINORITY PARTICIPATION

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.1	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazwell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

41 CFR 60**60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address, and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason; therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the

program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the

hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time, the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its

affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the

contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

U.S. ENVIRONMENTAL PROTECTION AGENCY**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest 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 based on race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he 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, and that he will retain such certification in his files.

Signature

Date

Name and Title of Signer

(Please type)

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT,
ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING
EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

EPA Project Control #: _____

United States Environmental Protection Agency
 Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

 (Typed Name & Title of Authorized Representative)

 (Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

**Construction Contracts of Loan Recipient and Other Sections From
"Procedures for Issuing Loans from the Public Water Supply Loan Program"**

Section 662.420(b)(2) Change Orders

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
 - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
 - i) alterations in design scope that require a modification to a construction permit; or
 - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 662.620(f) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
 - A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
 - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated

change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.

- C) Audits shall be in accordance with auditing standards generally accepted in the United States.
- D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 662.620(g) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 662 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 662.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

Section 662.620(h) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 662.620(i) Access

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 662.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I _____, do hereby certify that:

1. I am _____ of the _____
Name Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to a either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20____, before me appeared (Name)

_____ to me personally known,
who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly
authorized by (Name of Firm) _____ to execute the affidavit and did
so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) _____

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) _____'s policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. (Name of Loan Recipient) _____'s disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) _____'s disadvantaged business policy, ALL bidders shall provide the following with its bid:
 - 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

- A. The (Name of Loan Recipient) _____ has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 1. Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.
 2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

**Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the _____
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____,
_____, _____

All disadvantaged businesses should contact, **IN WRITING**, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening _____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company
Name of Owners
Address of Company
E-mail Address of Company
Telephone Number
Date of Proposal
Type of Business
Type of DBE
Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1

Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☐ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

- ☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: _____

NAME: _____

TITLE: _____

Company: _____

Date: ____/ ____/ ____

EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select all that apply. At least one is required: MBE WBE SBE DBE
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					<div>Check if Hired</div> <input type="checkbox"/>
					<div>Check if Hired</div> <input type="checkbox"/>
					<div>Check if Hired</div> <input type="checkbox"/>
					<div>Check if Hired</div> <input type="checkbox"/>

**Bidder Certification Regarding the Use of
Iron, Steel, Manufactured Products, and Construction Materials produced in the United States
(Build America, Buy America Act)**

I _____, do hereby certify that:

Name

1. I am _____ (title) of the _____ (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.
3. I understand the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.
6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Signature _____

Date _____

Corporate Seal (where appropriate)

Requirements Specific to Buy America, Build America Act (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois’ Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA’s website: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure. BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

Construction Materials includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

Construction Materials does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Requirements Specific to Iron and Steel

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance/american-iron-and-steel-requirements.html> .

Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials used in Loan Funded Projects

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is

easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were USA made”.

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Sample Certification Letter

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

Company Letterhead

Date

Company Name

Company Address

City, State, Zip

Subject: Build America, Buy America Act Step Certification for Project (Identify Project Here xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project are in full compliance with the federal Build America, Buy America Act requirements as required in EPA’s State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material for this project, we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

Name Clearly Typed

Illinois Works Jobs Program Act – Apprenticeship Initiative

Information for Contractors

Summary: The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website:

<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Certification: Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

Applicability

If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

Total Estimated Project Cost is less than \$500,000: The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Waivers from the Requirements: If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IEPA website at:

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/WAIVER-REQUEST.pdf> . The form can also be obtained from DCEO.

Reporting: An example quarterly reporting form is attached. A fillable version is available on the IEPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

For general apprenticeship questions, please contact the Illinois Works Office at:
CEO.ILWorks@Illinois.gov.

Illinois Works Apprenticeship Initiative Periodic Grantee Report

Organization Name		FEIN Number		DUNS Number	
Grant Awarding Agency		Project Start Date		Project End Date	
Grant Number		Estimated Total Project Costs		Estimated Total State Contribution	

Reporting Period: Period Start Date Period End Date

Applicable Apprenticeship Goal (Select all that apply):

☐ 10% total project cost ☐ 10% total state contribution only

☐ Waiver Approved by IL DCEO IL DCEO Waiver Approval Date

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

☐ Reduction Approved by IL DCEO IL DCEO Reduction Approval Date

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage		Prevailing Wage Classification	Reduced Percentage

Prevailing Wage Classification	Reduced Percentage		Prevailing Wage Classification	Reduced Percentage

Illinois Works Apprenticeship Initiative Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project.
Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification (Cumulative from Start of the Project)	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification (Cumulative from Start of the Project)	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.

Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

2. State Agency Acknowledgement:

State Agency

Printed Name

Title

Signature:

Date/Time Field

This certification is required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Illinois Drug Free Workplace Act 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.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- a. the dangers of drug abuse in the workplace;
- b. the Grantee's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance programs; and
- d. 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 grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department 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 HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Grantee

Signature of Authorized Representative	Date
Title of Authorized Representative	



Affidavit of Availability

For the Letting of



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts

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Check Sheet for Recurring Special Provisions

Check Sheet for Local Roads and Streets Recurring Special Provisions

BDE Special Provision Check Sheet

Highway Standards

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2024 indicated on the index included herein; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; the "Standard Specifications for Water and Sewer Construction in Illinois" 2020 7th Edition; the "manual of Test Procedures of Materials" in effect on the date of invitation of bids, all of which apply to and govern the construction of the **2024 Lead Service Replacement Project** for the Village of Forest Park, Illinois, and in case of conflict with any part, or parts, of said specifications, the said special provisions shall take precedence and shall govern.

LOCATIONS OF IMPROVEMENT

Location Map and list of addresses is attached under Tab 1.

DESCRIPTION OF IMPROVEMENT

The proposed work is officially known as "2024 Lead Service Replacement Project". The work to be performed consists of water service installations including replacement of lead water service lines with either 1" or 1.5" copper water service lines from the Buffalo Box to 18-inches into the home of each address within the project limits. This water service replacement also includes any asbestos abatement, as well as any interior building restoration and collateral work necessary to complete the improvements as shown and described herein.

The contractor will submit two (2) schedules of prices. One for the private water services within the Base Bid limits as delineated on the map included in this booklet and a second for the private water services in the Base Bid + Alternate 1 limits as delineated on the map.

WORKING DAYS

The Contractor shall complete the work prior to December 1st, 2024.

AVAILABILITY OF CONTRACT DOCUMENTS

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/81803711678?pwd=RXpHRFBVSTdSdnloTzRRY24rWWQ0Zz09>

Meeting ID: 818 0371 1678

Passcode: 178991

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

AWARD OR REJECTION

The bidding requirements and conditions for contract award or rejection will follow IDOT-Bureau of Local Roads and Check Sheet # 6, contained herein, with the following additions:

"The Village reserves the right to reduce the scope of work based upon Village budget constraints, without penalty or additional compensation to the contractor."

CLEAN CONSTRUCTION DEBRIS DISPOSAL REQUIREMENTS

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

DESCRIPTION OF WORK

Base Bid: The proposed work includes culvert removal and replacement, grading and shaping of ditches, proposed storm sewer improvements, and all necessary restoration in Deer Park, Illinois. Locations in the program include: Green Forest Lake, 36 Circle Drive, 20606 Wallingford Lane, Chapel Hill Drive, and Kelly Lake to Deer Path.

Alternate 1 Bid: The proposed work includes all of the work included in the Base Bid plus the proposed Storm Sewer work, grading and shaping of ditches, and roadway patching as shown on the Landmark Lane and Covington Drive plan sheets.

RESPONSIBLE BIDDER REQUIREMENTS

The Village of Forest Park has responsible bidder requirements per the Village Code. Bidders shall submit with their proposal the following documents:

- a. Documents evidencing compliance with all applicable laws and ordinances prerequisite to doing business in Illinois.
- b. A valid federal employer tax identification number, or, if an individual, a valid social security number.
- c. A statement of compliance with the equal opportunity employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375 (known as the Equal Opportunity Employer Provision).
- d. Certificates of insurance indicating minimum insurance coverages as set forth in a bid specification, including general liability workers' compensation, completed operations, automobile, hazardous occupations, and products liability.
- e. Evidence of a written sexual harassment policy in compliance with the provisions of the Illinois Human Rights Act.
- f. A statement of compliance with the provisions of the Illinois Prevailing Wage Act.
- g. Evidence of compliance with the Substance Abuse Prevention on Public Works Projects Act.
- h. Evidence of relevant experience that indicates the necessary capacity to perform the project and adequate references verifying the quality of work performed.
- i. For Village public works construction projects (construction of new Village facilities, renovation of existing Village facilities or Village road and/or utility construction projects) over fifty thousand dollars (\$50,000.00), evidence of participation in apprentice and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor Office of Apprenticeship and Training or are reasonably equivalent to such programs.
- j. For Village construction projects (construction of new Village facilities, renovation of existing facilities or Village road and/or utility construction projects), responsible bidders must demonstrate a good faith effort toward providing equal employment opportunities for persons to work as craftpersons, laborers, workers or mechanics consistent with the racial, ethnic and gender demographics of the labor force available in the Illinois Department of Employment Security Chicago-Naperville-Joliet Metropolitan Division which consists of Cook DeKalb, DuPage, Grundy, Kane, Kendall, McHenry and Will Counties.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

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

CONTRACTOR COORDINATION

The Contractor may be required to mobilize multiple times in order to best coordinate with other trades working toward completion of the Project. The Contractor shall be prepared to mobilize within 5 working days of being directed to do so by the Engineer. Additional payments for mobilization will not be paid beyond what is approved in this contract.

Schedules pertaining to the locations of other Trade work in the same area of work as the Contractor will be distributed prior to commencing work. The Contractor is responsible for coordinating work with the Engineer and other contractor(s). The Contractor shall take all precautions to prevent disturbance or damage to completed work by other Trades. Any damage of work completed by other Trades as a result of work performed by the Contractor, shall be brought to the Engineer's attention immediately. The costs associated with repairing such damage will be the sole responsibility of the Contractor.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to interference from additional Trades working for the same project.

VANDALISM

Special attention is called to the Special Provision for "Inspection" as well as Article 107.30 of the "Standard Specifications". **Any defaced work shall be corrected or replaced by the Contractor at Contractor's sole expense prior to final payment.** The Village of Forest Park shall cooperate with the Contractor to minimize vandalism, but the Contractor shall be ultimately responsible to correct any damage. The Village will not be responsible for the security of the work site in this regard, other than normal patrolling and response to emergencies. The cost of additional security required to meet this provision shall be solely the Contractor's responsibility.

USE OF FIRE HYDRANTS

This item shall be in accordance with Article 107 of Standard Specifications, construction water must be obtained from a tank truck and **not** from municipal fire hydrants. Prior approval is required and arrangements for filling a tank truck shall be made with the Village of Forest Park Public Works Department, 7343 15th Street, Forest Park, IL 60130.

PUBLIC CONVENIENCE AND SAFETY

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

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

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

The Contractor will not be allowed to close any street to through travel without the prior approval of the Engineer. The Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as directed by the Village. This work will not be paid for separately but shall be considered as incidental to the Contract and no extra compensation will be allowed.

USE OF HEAVY EQUIPMENT, TOOLS; RESTRICTIONS

Except as provided in subsections B, C and D of this Section, no person or entity may use "heavy equipment" in residential areas except between seven o'clock (7:00) A.M. and six o'clock (6:00) P.M. Monday through Friday and between eight o'clock (8:00) A.M. and five o'clock (5:00) P.M. on Saturdays and Sundays; and in commercial areas except between six o'clock (6:00) A.M. and six o'clock (6:00) P.M. Monday through Friday and between six o'clock (6:00) A.M. and six o'clock (6:00) P.M. on Saturdays and Sundays; provided, however, that such equipment shall not be used at any time on Federal holidays. For purposes of this Section, "heavy equipment" shall mean bulldozers, jackhammers, pile drivers, power hammers, chain saws, graders, riveters, earth movers, tree and stump grinders, trenchers, cement mixers, tractors, power hoists or derricks, demolition balls, power shovels, trucks, and power equipment on wheels or traction chains, or other similar equipment, but shall not include garbage trucks which are governed by separate agreement within the Village.

- A. Other Tools: Tools other than heavy equipment may be used at any time within a fully enclosed structure; any use of such tools outside a fully enclosed structure shall be prohibited between the hours of eight o'clock (8:00) P.M. and eight o'clock (8:00) A.M., except as provided in subsections B, C and D of this Section.

- B. Emergencies: The limitations stated in this Section shall not apply in any situation which requires heavy equipment or other tools in emergencies to assist or avoid a problem related to health or to safety of persons or property, or to sewer, water, power, utility, or telephone interruptions.
- C. Work by Public Agencies: The limitations stated in this Section may be waived by the Board of Trustees by resolution for work undertaken by any public body or agency for the benefit of the public. The Board of Trustees may attach to any such waiver all conditions it deems necessary to protect the public health, safety, or welfare.
- D. Waiver: The limitations stated in this Section may be waived by the Village Manager in areas of the Village zoned for nonresidential uses pursuant to the Village zoning ordinance; provided, however, that no such waiver shall be granted unless the Village Manager finds that:
1. The party seeking the waiver will suffer a unique or unusual hardship unless the waiver is granted; and
 2. The granting of a waiver will not cause a substantial or undue adverse impact upon adjacent property or upon the public health, safety, and welfare. The Village Manager may attach to such waiver all conditions he deems necessary to protect the public health, safety, or welfare.

DUST CONTROL

The Contractor shall take appropriate measures to always control dust along the entire project by means such as mechanical sweeper, water truck, or as directed by the Engineer. All concrete sawcutting shall utilize a "wet cutting method" and shall be thoroughly cleaned at the end of each working day. This work shall be included in the cost of the contract.

MATERIAL TESTING/INSPECTION

All Hot-Mix Asphalt and P.C. Concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

Additionally, the contractor shall provide the ENGINEER with IDOT approval and the latest QC gradations for any aggregate delivered to site.

QA Testing: The CONTRACTOR shall provide, to Village's Representative, 24-hour advance notice of construction for inspection of all Hot-Mix Asphalt and concrete materials used on this project.

The CONTRACTOR is to submit a QC plan for HMA and concrete materials to the Village's Representative for approval prior to construction operations commencing. The Village's Representative will approve this plan.

QC reports for asphalt mixtures will be transmitted directly by the CONTRACTOR daily during production. The Village's Representative will review and retain the QC plant reports. This work will not be paid for separately but cost to perform work shall be included in the total bid price.

WATER SERVICE ASBESTOS ABATEMENT

Description. This work consists of the testing for removal, and proper disposal of friable and non-friable asbestos that is encountered during lead service replacement work.

General. The Contractor shall notify the Engineer if they anticipate that asbestos may be encountered when completing the lead water service replacement work. The Contractor shall coordinate any necessary testing, removal, and disposal of asbestos with the Engineer. No work shall take place without the approval of the Engineer.

Requirements. This work shall be completed in accordance with the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), Illinois Department of Health (IDPH) and the Occupational Safety and Health Administration (OSHA).

Basis of Payment. The testing, removal and abatement of asbestos shall be paid in accordance with Article 109.04 of the Standard Specifications.

ITEMS ORDERED BY ENGINEER

An allowance has been set aside as part of this contract for items ordered by the engineer.

The Contractor will include in his bid a unit price of \$1.00 for ITEMS ORDERED BY ENGINEER. Only additional work, not covered by existing Pay Items, indicated on the Drawings or in the Project Specifications will be eligible for payment under the Allowance.

SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-5 LF

Description. This work shall consist of removing and replacing sanitary sewer services of 8-inch diameter or less. Proposed sewer shall match existing sewer diameter and all connections shall be watertight.

Construction Requirements. The contractor shall first perform exploratory trench to confirm suspected separation in the sanitary sewer service at the direction of the Engineer. If a sanitary sewer is identified as requiring replacement, the contractor shall remove and replace up to 5 linear feet of the sewer to make said repair.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per EACH for SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT 0-5 LF which shall include the furnishing and installation of the sewer. Trench Backfill and pavement patching shall be paid for separately.

VIDEOTAPING (INTERIOR AND EXTERIOR)

Description. The Contractor shall prepare preconstruction and post-construction video documentation of all home interior and exterior features that will be affected by construction.

Video Requirements. Video camera recorders shall be HD format equipment. Preconstruction and post-construction video documentation shall consist of a series of high-resolution color audio-video tapes. All pertinent exterior features within the construction's zone of influence shall be shown in sufficient detail to document their preconstruction and post-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, landscape retaining walls, buildings, landscaping trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each video to help explain what is being viewed. The Contractor will be held liable for any damages that are not shown on the pre-construction video.

For interior videotaping, the Contractor shall document all areas affected by the proposed work including existing foundation or slab cracks, or other existing damage. Video shall also be obtained following restoration of the building interior.

Deliverable. The Contractor shall provide two thumb drives each of the preconstruction and post-construction videos to the Engineer. Any video(s) that is/are deemed incomplete (or of poor quality) by the Engineer shall be corrected before payment for the work will be allowed.

Basis of Payment. This work shall be paid for at the contract LUMP SUM price for VIDEOTAPING (INTERIOR AND EXTERIOR). No progress payments for any work will be processed until the preconstruction and post-construction videotapes have been received and approved by the Engineer.

WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT, 1”
WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT, 1.5”

Description. This work shall consist of the replacement of lead water services with Type K copper water services.

General. Where existing lead services are encountered on private property, exterior private water services shall be completely replaced. For any property where an existing private lead water service is encountered, the service shall be replaced as follows:

- Where the water meter is located inside the house, the private service shall be replaced from the b-box to the existing shut-off valve or 18-inches inside of the house. If there is no shut-off valve, the Contractor shall install a valve that meets the requirements of the current Illinois Plumbing Code. Water meters shall not be replaced.
- Where the water meter is located outside the house, the lead service shall be replaced from the b-box past the meter and 18-inches inside of the house. The water meter shall not be replaced.

Construction Requirements. All work shall be performed in accordance with ANSI/AWWA Standard C810-17, Replacement and Flushing of Lead Service Lines and the Illinois Plumbing Code.

The Contractor shall install the water service pipe to the water meter by method of trenchless installation. The water service shall be one continuous length. The use of couplings, joints, etc. will not be allowed. If the Contractor plans on using the pipe pulling method, he/she shall have a horizontal directional drill on site in the event the pipe pulling method is unsuccessful. Upon approval of the Engineer, the Contractor may install the water service pipe in an open trench. If an open trench is utilized, the trench shall be backfilled with excavated material. The excavated material shall be compacted in 12-inch lifts to the satisfaction of the Engineer.

The water service material shall be 1-inch or 1.5-inch diameter Type K copper and shall match or be a larger size than existing. Compression type fittings with stainless steel inserts shall be used at each connection. Splicing of the water service pipe will not be permitted.

Coring of concrete floor slabs and foundation walls shall comply with the following:

Coring of Concrete Floor Slabs

For buildings without basements, the Contractor shall core drill the concrete floor slab to allow for penetration of the water service pipe. The use of breakers or concrete saws to cut through the floor slab will not be allowed. The Contractor shall exercise caution to prevent damage to the floor slab caused by the coring operation. After all work is completed, the cored hole shall

be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material.

Coring of Foundation Walls

For houses with basements, the service will be installed through the foundation/basement wall in lieu of the basement floor unless otherwise directed by the Engineer. The Contractor will be allowed to core drill through the basement wall as part of the same trenchless installation operation of the private service. If the Contractor is unable to perform this task, either by lack of satisfactory performance (as determined by the Village) or existing condition limitations, the service will be installed through the basement wall as follows:

An exterior pit shall be hand excavated. Hydro excavation will not be allowed. The Contractor shall core drill the existing foundation wall to allow for the penetration of the water service pipe. The Contractor shall wrap the water service pipe with electrical tape so that a minimum 4 inches of electrical tape is visible on either side of the foundation wall. Upon completion of all work, the exterior pit shall be backfilled with excavated material compacted in 12-inch lifts.

The interior and exterior of the cored hole shall be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material. If the cored hole is exposed on the outside of the building, a coating of roof cement shall be added to the exterior of the foundation wall and should completely coat the seams of the cored hole. The Contractor shall exercise caution to prevent damage to the foundation caused by the coring operation.

The existing water meter shall remain and shall not be removed. All material necessary to connect the new water service to the existing plumbing shall be provided and installed by the Contractor's licensed plumber. All interior water service pipe material shall be type "L" copper pipe; 1-inch diameter on the upstream side of the meter; ¾-inch size (or match existing) on the downstream side of the meter, as necessary. The Contractor is responsible for any modifications to the interior plumbing necessary to install the new water service.

The Contractor shall be responsible for removing and properly disposing of any debris generated by the work on the interior and exterior of the home and restoring the area around the water service, including any obsolete lead plumbing material generated by the internal plumbing work. If it is necessary to move fixtures to complete the work, they shall be placed in their original location after completion of the work.

If an existing sanitary service is within six (6) feet of the proposed water service, the Contractor shall be responsible for televising the sanitary service with a snake camera or similar, after the proposed water service is installed, to ensure it was not damaged during construction.

This work shall also include abandoning the exterior lead water service. The lead water service line shall be cut, capped, and abandoned in place.

Restoration. All landscape and hardscape removal and restoration shall be included in this item. This shall include, but not be limited to, removal and replacement of existing decks, sidewalks, patios, decorative landscaping, fences, sheds, grassed areas, walkways, trees, bushes, etc., required to install the private water service. No separate payment shall be allowed for these items and the Village's intent is to minimize private property impacts through the use of trenchless installations. All private property shall be restored to pre-construction conditions or better. All grassed areas shall be restored with a minimum of 4" of topsoil and sodding, unless otherwise directed by the Engineer.

The private water service layouts shown on the plans are approximate and provided to aid Contractors with bidding. If approved by the Engineer, the layouts may be adjusted to minimize conflicts with existing landscaping and hardscaping. The bid price for this item shall include the cost of all work to be done on private property for each private water service.

The public portion of the water service (i.e. portion located with the public ROW) shall be installed and paid for in accordance with the special provision for WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1 OR 2", SHORT SIDE or WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1 OR 2", LONG SIDE.

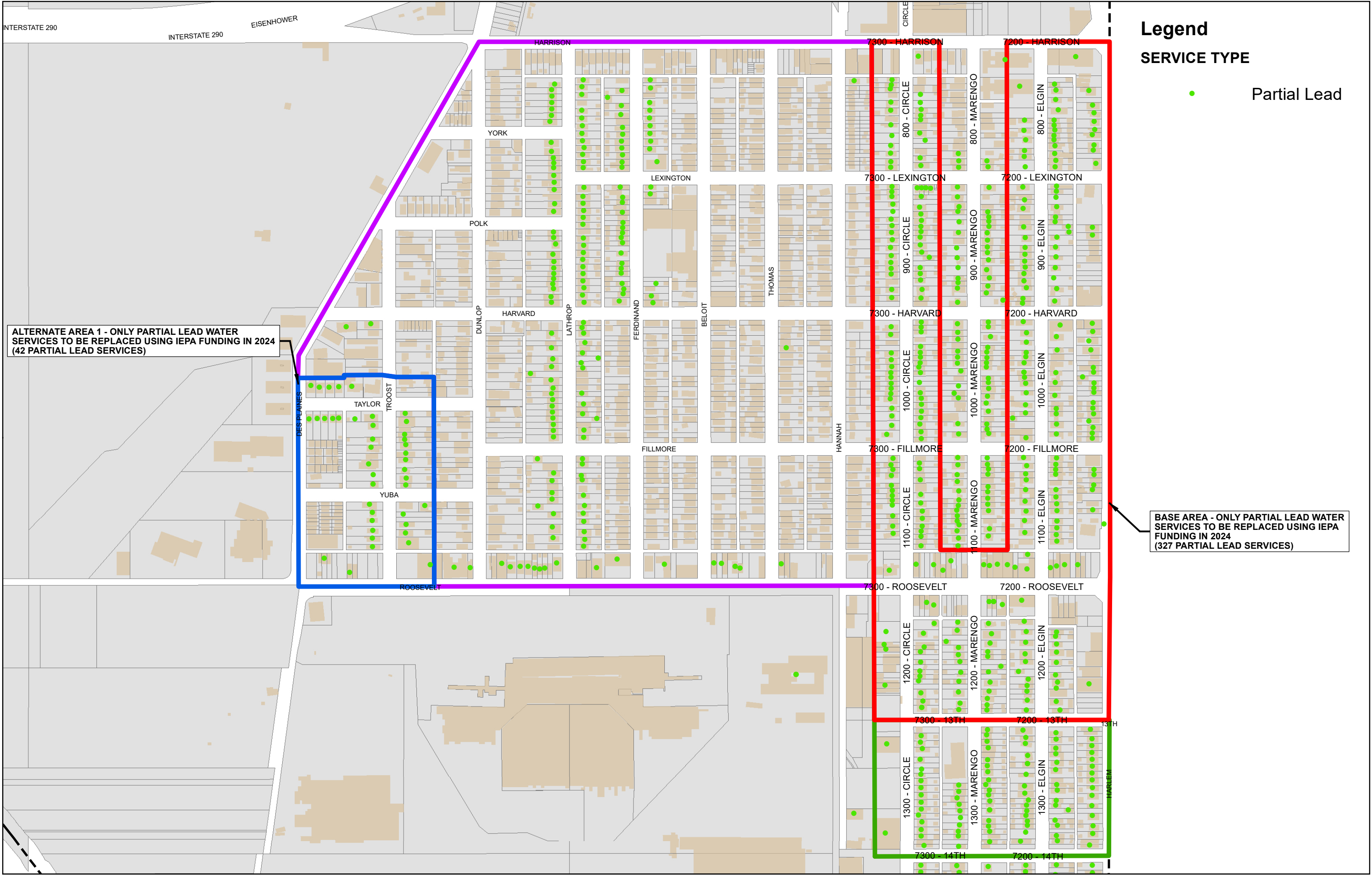
Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per EACH for WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT at the size specified.

WATER SERVICE INTERIOR RESTORATION

Description. This work shall consist of the interior restoration of buildings to repair any damages caused by the lead water service replacement work.

General. Interior restoration shall include removal, disposal, and replacement of structural components of the flooring and/or walls as well as restoration of flooring materials, drywall, trim, paint, etc. The interior of each building shall be restored to preconstruction conditions or better. Contractor shall be responsible for documenting the pre-project condition of each building/residence. This work will be paid for separately as PRECONSTRUCTION VIDEO TAPING.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price each for EACH building/residence as WATER SERVICE INTERIOR RESTORATION, which payment shall be full compensation for all labor, materials, and equipment necessary to completely restore the interior of buildings with interior lead service replacement work to preconstruction conditions or better as specified.



BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
1	1001 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
2	1005 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
3	1009 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
4	1013 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
5	1019 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
6	1021 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
7	1023 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
8	1025 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
9	7201 Lexington St, Forest Park, Illinois, 60130	Partial Lead
10	1027 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
11	1029 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
12	1033 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
13	1035 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
14	1037 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
15	1039 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
16	1041 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
17	1045 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
18	1047 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
19	1105 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
20	1107 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
21	1111 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
22	1113 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
23	1121 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
24	1135 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
25	1229 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
26	7209 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
27	7213 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
28	7217 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
29	7221 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
30	815 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
31	814 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
32	816 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
33	820 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
34	824 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
35	828 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
36	829 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
37	830 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
38	832 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
39	833 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
40	834 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
41	836 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
42	837 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
43	838 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
44	841 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
45	842 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead

BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
46	843 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
47	844 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
48	846 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
49	847 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
50	900 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
51	901 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
52	902 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
53	904 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
54	905 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
55	909 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
56	910 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
57	912 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
58	914 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
59	916 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
60	917 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
61	918 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
62	920 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
63	921 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
64	924 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
65	925 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
66	928 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
67	929 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
68	931 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
69	932 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
70	933 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
71	935 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
72	936 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
73	939 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
74	940 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
75	941 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
76	945 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
77	946 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
78	947 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
79	1000 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
80	1001 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
81	1005 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
82	1006 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
83	1009 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
84	1012 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
85	1013 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
86	1015 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
87	1017 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
88	1020 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
89	1021 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
90	1021 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead

BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
91	1023 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
92	1024 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
93	1027 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
94	1028 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
95	1031 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
96	1034 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
97	1035 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
98	1036 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
99	1037 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
100	1039 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
101	1040 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
102	1044 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
103	1047 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
104	1100 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
105	1101 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
106	1102 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
107	1104 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
108	1105 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
109	1106 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
110	1107 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
111	1109 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
112	1112 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
113	1113 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
114	1114 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
115	1116 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
116	1117 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
117	1120 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
118	1121 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
119	1126 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
120	1126 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
121	1127 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
122	1128 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
123	1129 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
124	1130 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
125	1132 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
126	1137 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
127	7226 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
128	7235 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
129	7239 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
130	7240 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
131	7242 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
132	7241 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
133	7244 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
134	7245 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
135	7247 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead

BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
136	1209 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
137	1214 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
138	1216 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
139	1217 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
140	1220 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
141	1221 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
142	1225 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
143	1224 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
144	1227 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
145	1228 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
146	1231 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
147	1232 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
148	1234 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
149	1235 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
150	1237 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
151	1238 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
152	1239 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
153	1242 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
154	1243 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
155	1247 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
156	1246 Elgin Ave, Forest Park, Illinois, 60130	Partial Lead
157	1211 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
158	1212 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
159	1215 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
160	1216 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
161	1219 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
162	1220 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
163	1222 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
164	1223 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
165	1224 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
166	1225 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
167	1227 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
168	1228 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
169	1230 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
170	1233 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
171	1234 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
172	1235 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
173	1237 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
174	1238 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
175	1242 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
176	1244 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
177	1245 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
178	1246 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
179	1247 Marengo Ave, Forest Park, Illinois, 60130	Partial Lead
180	800 Circle Ave, Forest Park, Illinois, 60130	Partial Lead

BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
181	813 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
182	815 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
183	817 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
184	818 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
185	821 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
186	822 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
187	824 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
188	825 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
189	826 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
190	828 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
191	831 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
192	834 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
193	835 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
194	836 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
195	839 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
196	841 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
197	843 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
198	844 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
199	845 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
200	846 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
201	7312 Lexington St, Forest Park, Illinois, 60130	Partial Lead
202	7314 Lexington St, Forest Park, Illinois, 60130	Partial Lead
203	7316 Lexington St, Forest Park, Illinois, 60130	Partial Lead
204	7318 Lexington St, Forest Park, Illinois, 60130	Partial Lead
205	901 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
206	903 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
207	904 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
208	905 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
209	909 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
210	910 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
211	911 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
212	912 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
213	914 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
214	915 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
215	916 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
216	917 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
217	918 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
218	919 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
219	920 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
220	923 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
221	924 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
222	926 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
223	927 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
224	928 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
225	929 Circle Ave, Forest Park, Illinois, 60130	Partial Lead

BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
226	931 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
227	932 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
228	933 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
229	934 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
230	935 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
231	938 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
232	939 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
233	940 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
234	944 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
235	945 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
236	1000 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
237	1002 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
238	1003 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
239	1004 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
240	1005 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
241	1010 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
242	1012 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
243	1013 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
244	1014 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
245	1016 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
246	1017 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
247	1018 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
248	1019 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
249	1020 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
250	1021 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
251	1023 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
252	1024 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
253	1025 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
254	1027 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
255	1028 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
256	1029 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
257	1030 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
258	1032 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
259	1033 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
260	1034 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
261	1035 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
262	1036 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
263	1039 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
264	1040 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
265	1041 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
266	1042 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
267	1046 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
268	7333 Fillmore St, Forest Park, Illinois, 60130	Partial Lead
269	1101 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
270	1102 Circle Ave, Forest Park, Illinois, 60130	Partial Lead

BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
271	1103 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
272	1104 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
273	1105 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
274	1107 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
275	1108 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
276	1111 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
277	1113 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
278	1114 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
279	1115 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
280	1117 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
281	1118 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
282	1119 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
283	1120 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
284	1122 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
285	1123 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
286	1126 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
287	1127 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
288	1128 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
289	1130 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
290	1131 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
291	1134 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
292	7309 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
293	7310 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
294	7313 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
295	7316 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
296	7317 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
297	7331 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
298	1212 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
299	1213 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
300	1216 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
301	1218 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
302	1222 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
303	1223 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
304	1225 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
305	1226 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
306	1230 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
307	1232 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
308	1234 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
309	1236 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
310	1237 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
311	1242 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
312	1246 Circle Ave, Forest Park, Illinois, 60130	Partial Lead
313	7319 13th St, Forest Park, Illinois, 60130	Partial Lead
314	801 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
315	819 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead

BASE BID		
NUMBER	ADDRESS	SERVICE TYPE
316	823 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
317	827 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
318	829 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
319	833 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
320	837 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
321	839 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
322	841 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
323	917 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
324	921 Harlem Ave, Forest Park, Illinois, 60130	Partial Lead
325	7242 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
326	7227 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
327	7307 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead

ALTERNATE 1		
NUMBER	ADDRESS	SERVICE TYPE
328	1036 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
329	1038 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
330	1039 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
331	1044 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
332	1045 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
333	1046 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
334	1047 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
335	1048 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
336	1050 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
337	7720 Taylor St, Forest Park, Illinois, 60130	Partial Lead
338	7730 Taylor St, Forest Park, Illinois, 60130	Partial Lead
339	7733 Taylor St, Forest Park, Illinois, 60130	Partial Lead
340	7736 Taylor St, Forest Park, Illinois, 60130	Partial Lead
341	7737 Taylor St, Forest Park, Illinois, 60130	Partial Lead
342	7740 Taylor St, Forest Park, Illinois, 60130	Partial Lead
343	7741 Taylor St, Forest Park, Illinois, 60130	Partial Lead
344	7742 Taylor St, Forest Park, Illinois, 60130	Partial Lead
345	7744 Taylor St, Forest Park, Illinois, 60130	Partial Lead
346	7745 Taylor St, Forest Park, Illinois, 60130	Partial Lead
347	7747 Taylor St, Forest Park, Illinois, 60130	Partial Lead
348	7748 Taylor St, Forest Park, Illinois, 60130	Partial Lead
349	1100 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
350	1103 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
351	1104 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
352	1106 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
353	1109 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
354	1110 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
355	1111 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
356	7700 Yuba St, Forest Park, Illinois, 60130	Partial Lead
357	1117 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
358	1119 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
359	1122 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
360	1125 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
361	1126 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
362	1127 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
363	1130 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
364	1131 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
365	1132 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
366	1135 Troost Ave, Forest Park, Illinois, 60130	Partial Lead
367	7737 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
368	7749 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead
369	7711 Roosevelt Rd, Forest Park, Illinois, 60130	Partial Lead

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

No conflicts to be resolved *(or if there are conflicts they are to be listed as noted above)*

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T (Distribution)	Jamel McGinnis	(630) 573-5450	g11629@att.com
Comcast	Martha Gieras	(224) 229-5862	Martha_gieras@cable.comcast.com
ComEd – Grand	Leslie	(630) 576-	Leslie.Paschal@exeloncorp.com

Prairie Transmission	Paschal	7094	Leslie.Paschal@comed.com
ComEd – Electronic Plan Submittal	Lisa Argast	(630) 576-7094	PlanSubmittalsandMapRequests@exeloncorp.com Lisa.argast@comed.com
Dupage County Water Commission	Ken Niles	(630) 516-1932	niles@dpwc.org
Metropolitan Water Reclamation District	Joseph Schuessler	(312) 751-3236	Joseph.Schuessler@mwrdr.org
Nicor Gas	Sakibul Forah	(630) 388-2903	gasmaps@southernco.com sforah@southernco.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor, and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.



Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

Village of Forest Park

Cook

☐ Check this box for lettings prior to 01/01/2024.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	59
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	62
3	<input type="checkbox"/> EEO	63
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	73
5	<input type="checkbox"/> Required Provisions - State Contracts	78
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	84
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	85
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	86
9	<input checked="" type="checkbox"/> Construction Layout Stakes	87
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	90
11	<input type="checkbox"/> Subsealing of Concrete Pavements	92
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	96
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	98
14	<input checked="" type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	99
15	<input type="checkbox"/> Polymer Concrete	101
16	<input type="checkbox"/> Reserved	103
17	<input type="checkbox"/> Bicycle Racks	104
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	106
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	108
20	<input type="checkbox"/> English Substitution of Metric Bolts	109
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	110
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	111
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	119
24	<input type="checkbox"/> Reserved	135
25	<input type="checkbox"/> Reserved	136
26	<input type="checkbox"/> Temporary Raised Pavement Markers	137
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	138
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	141
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	145
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	148
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	150
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	151

Local Public Agency	County	Section Number
Village of Forest Park	Cook	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	153
LRS 2	<input type="checkbox"/> Furnished Excavation	154
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	155
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	156
LRS 5	<input checked="" type="checkbox"/> Contract Claims	157
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	158
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	164
LRS 8	Reserved	170
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	171
LRS 10	Reserved	175
LRS 11	<input checked="" type="checkbox"/> Employment Practices	176
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	178
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	180
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	181
LRS 15	<input checked="" type="checkbox"/> Partial Payments	184
LRS 16	<input type="checkbox"/> Protests on Local Lettings	185
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	186
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	187
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	188

BDE SPECIAL PROVISIONS
For the January 19 and March 8, 2024 Lettings

The following special provisions indicated by a “check mark” are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

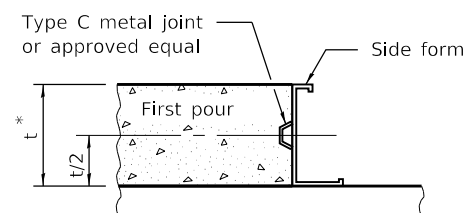
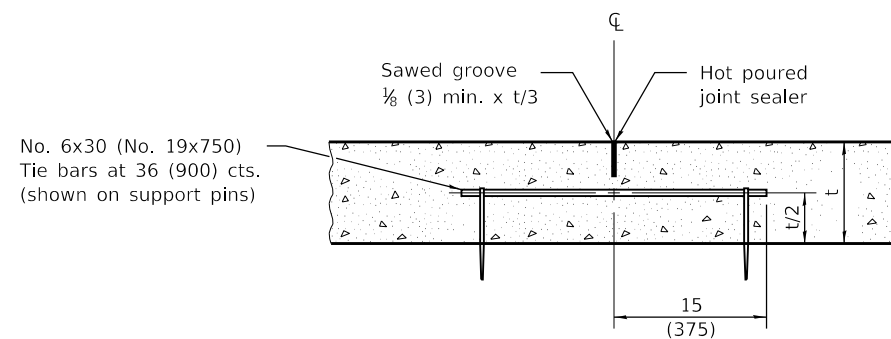
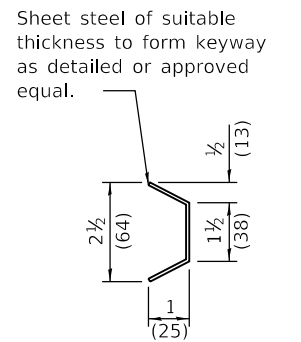
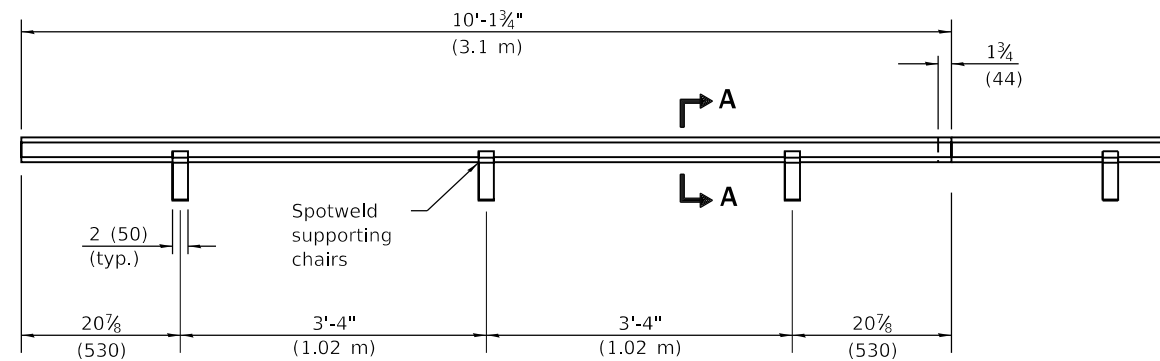
File Name	#		Special Provision Title	Effective	Revised
	80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/> Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531	7	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	9	<input type="checkbox"/> Cement, Type IL	Aug. 1, 2023	
	80384	10	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	13	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261	14	<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	16	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	21	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
	80456	22	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	
	80446	23	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	25	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	<input type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
*	34261	29	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	30	<input type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	
	80445	31	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80448	32	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	33	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	34	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	35	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	36	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	37	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	38	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	39	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
*	20338	40	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	41	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	42	<input type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80302	43	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	44	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427	45	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	46	<input type="checkbox"/> Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

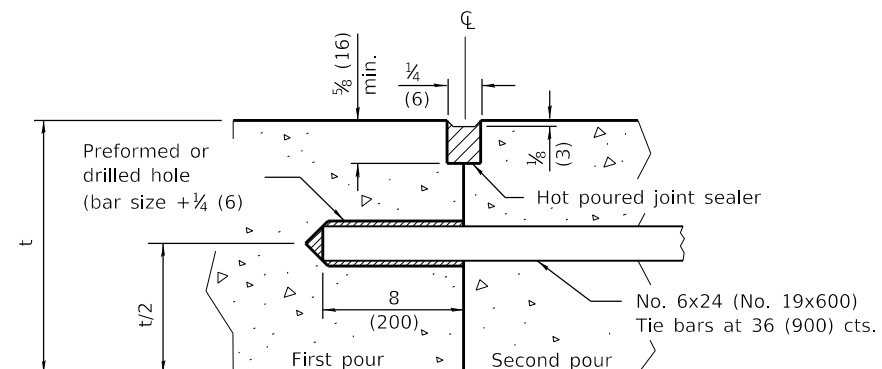
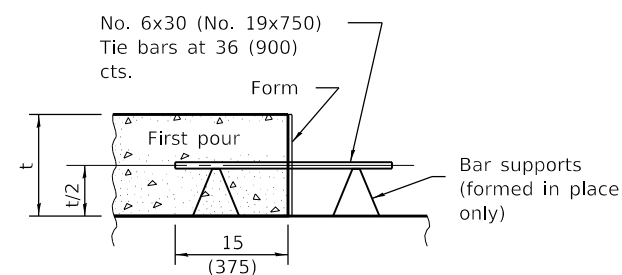
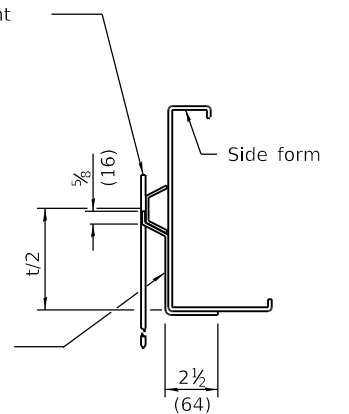
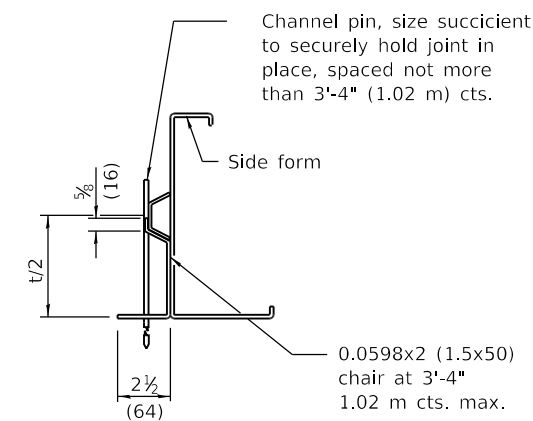
An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2024 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	



* 8 (203) min. pavement thickness for keyed joints.



GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

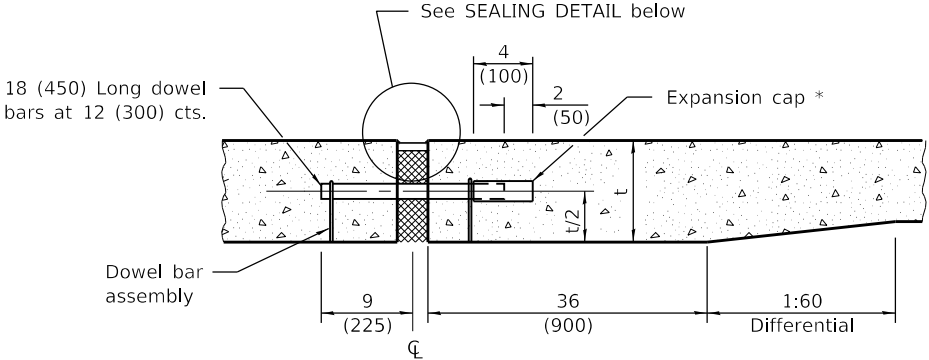
All dimensions are in inches (millimeters)
unless otherwise shown.

DATE	REVISIONS
1-1-22	Revised DOWEL BAR TABLE
	on Sheet 2.
1-1-18	Changed tie bar spacing
	to 36 (900) cts. Revised
	DOWEL BAR TABLE.

PAVEMENT JOINTS

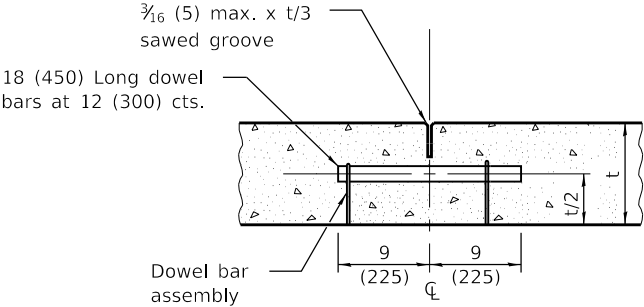
(Sheet 1 of 2)

STANDARD 420001-10

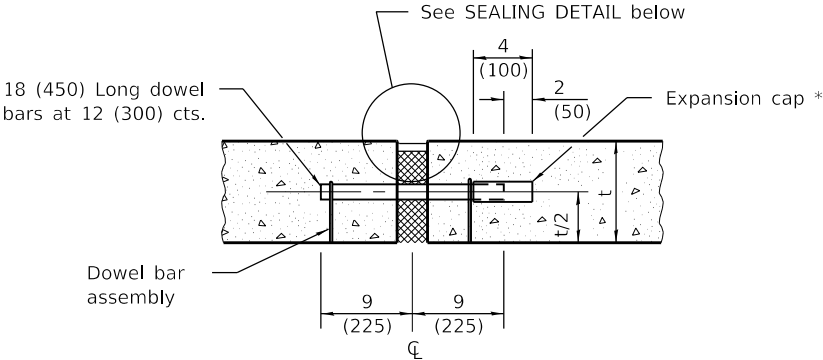


TRANSVERSE EXPANSION JOINT
(FOR PAVEMENTS WITH UNEQUAL THICKNESS)

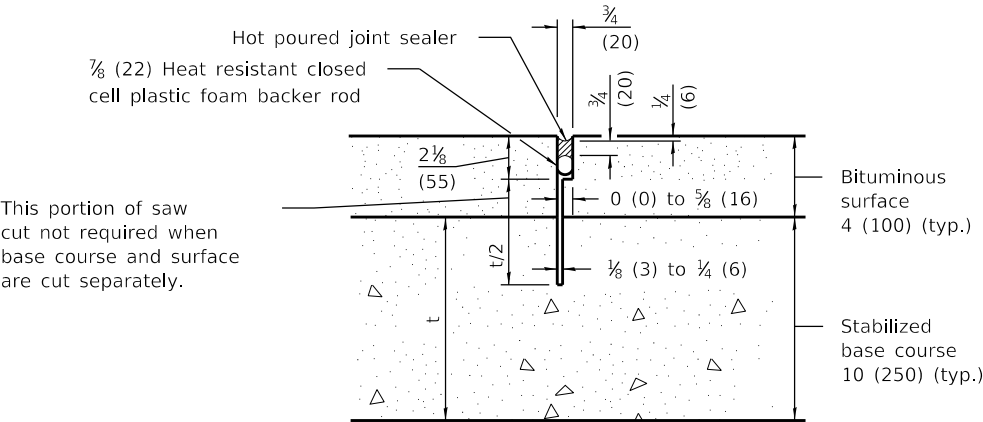
* Expansion caps shall be installed on the exposed end of each dowel bar once the header has been removed and the joint filler material has been installed.



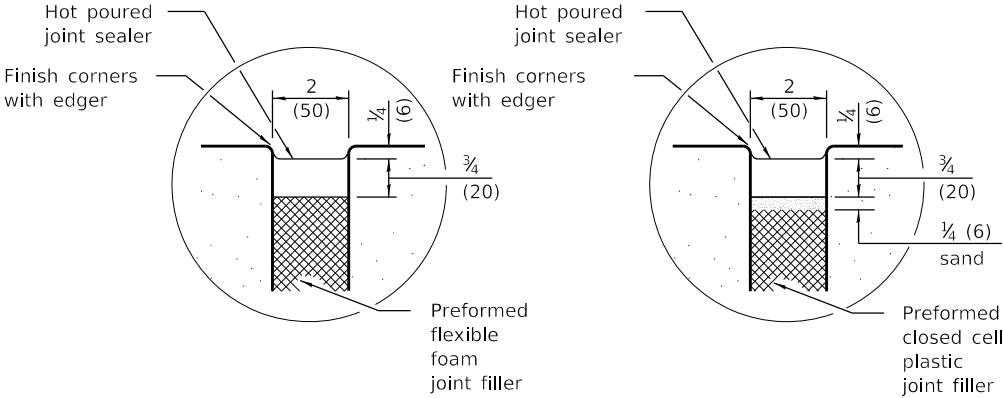
TRANSVERSE CONTRACTION JOINT



TRANSVERSE EXPANSION JOINT
(FOR PAVEMENTS WITH EQUAL THICKNESS)

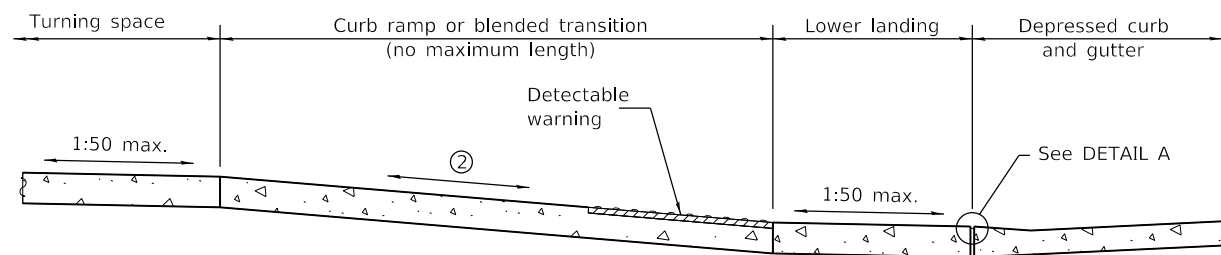
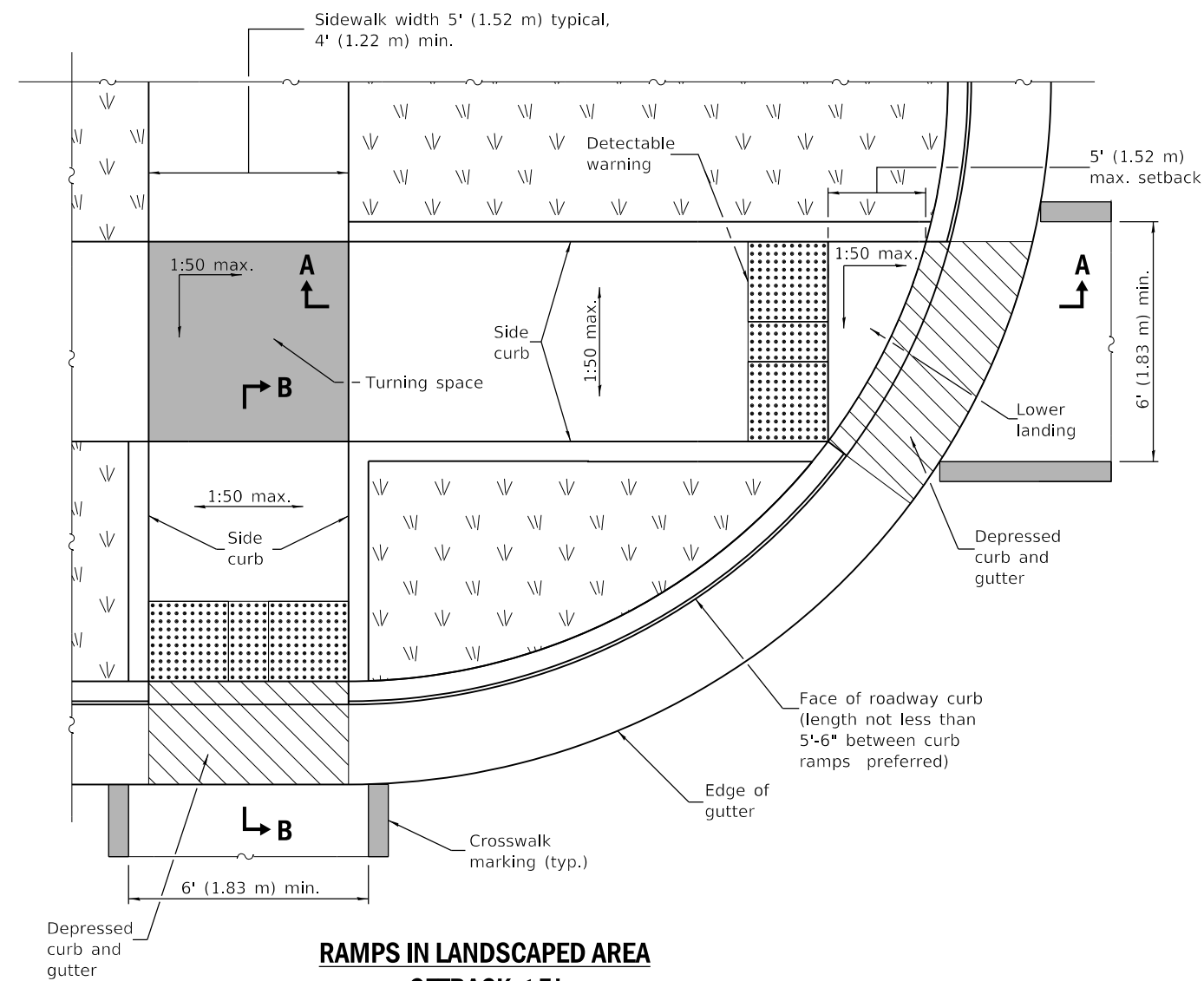


TRANSVERSE CONTRACTION JOINT
(FOR CAM, CFA AND LFA BASE COURSE MIXTURES)



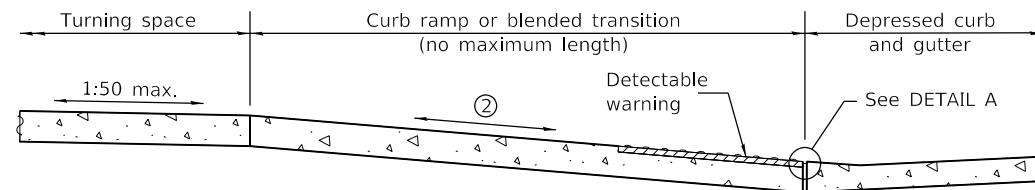
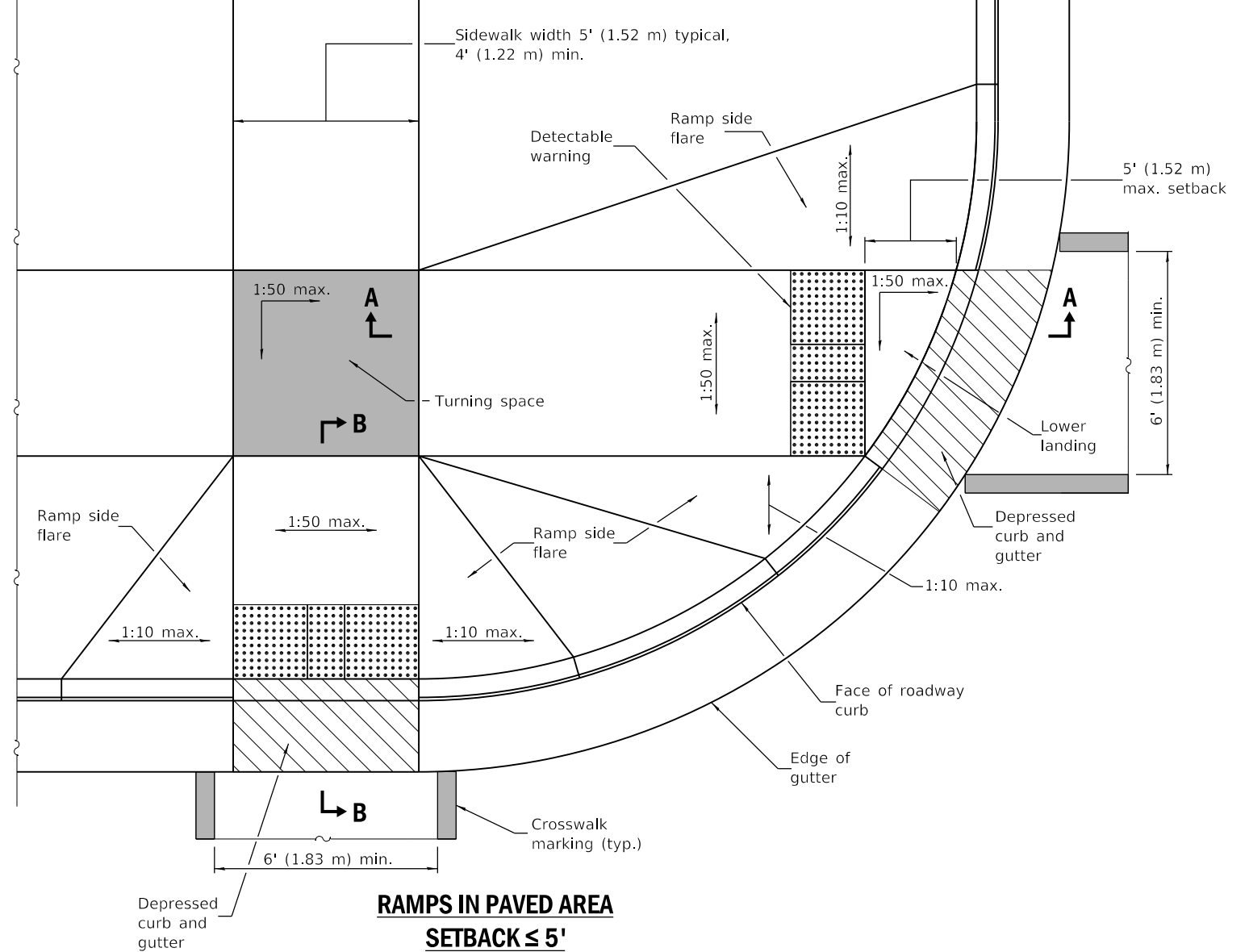
SEALING DETAIL

DOWEL BAR TABLE	
PAVEMENT THICKNESS	DOWEL BAR DIAMETER
10 (250) and greater	1 1/2 (38)
8.01 (201) thru 9.99 (249)	1 1/4 (32)
8 (200) and less	1 (25)



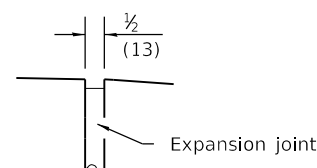
SECTION A-A

- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

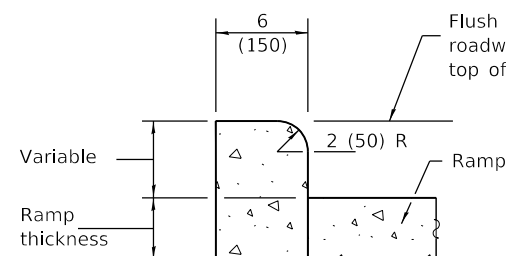


SECTION B-B

- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



DETAIL A



SIDE CURB DETAIL

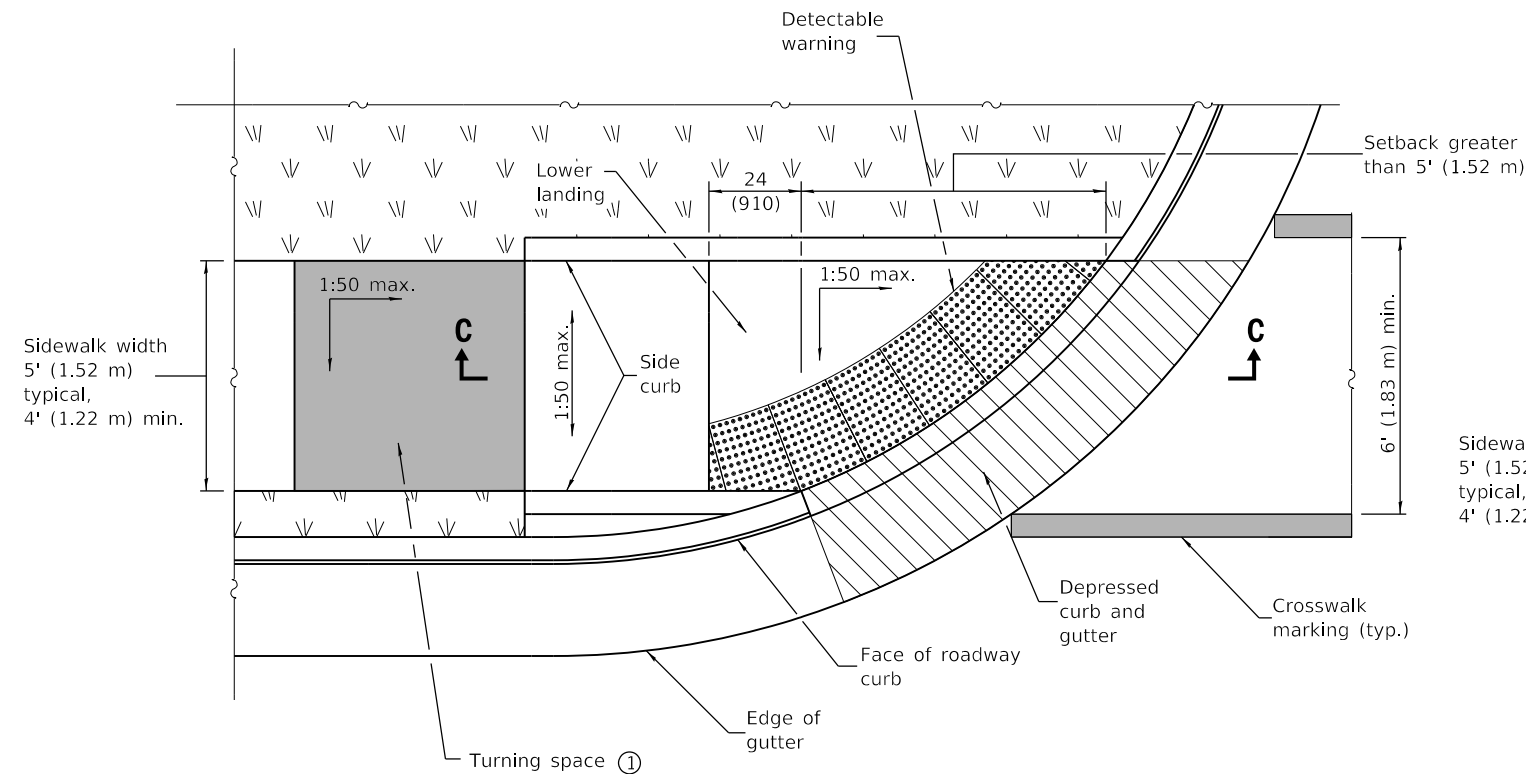
See Sheet 2 for GENERAL NOTES.

DATE	REVISIONS
1-1-19	Removed "15-foot rule", added
	"Blended transitions" and placement
	tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at
	turning spaces and lower
	landings.

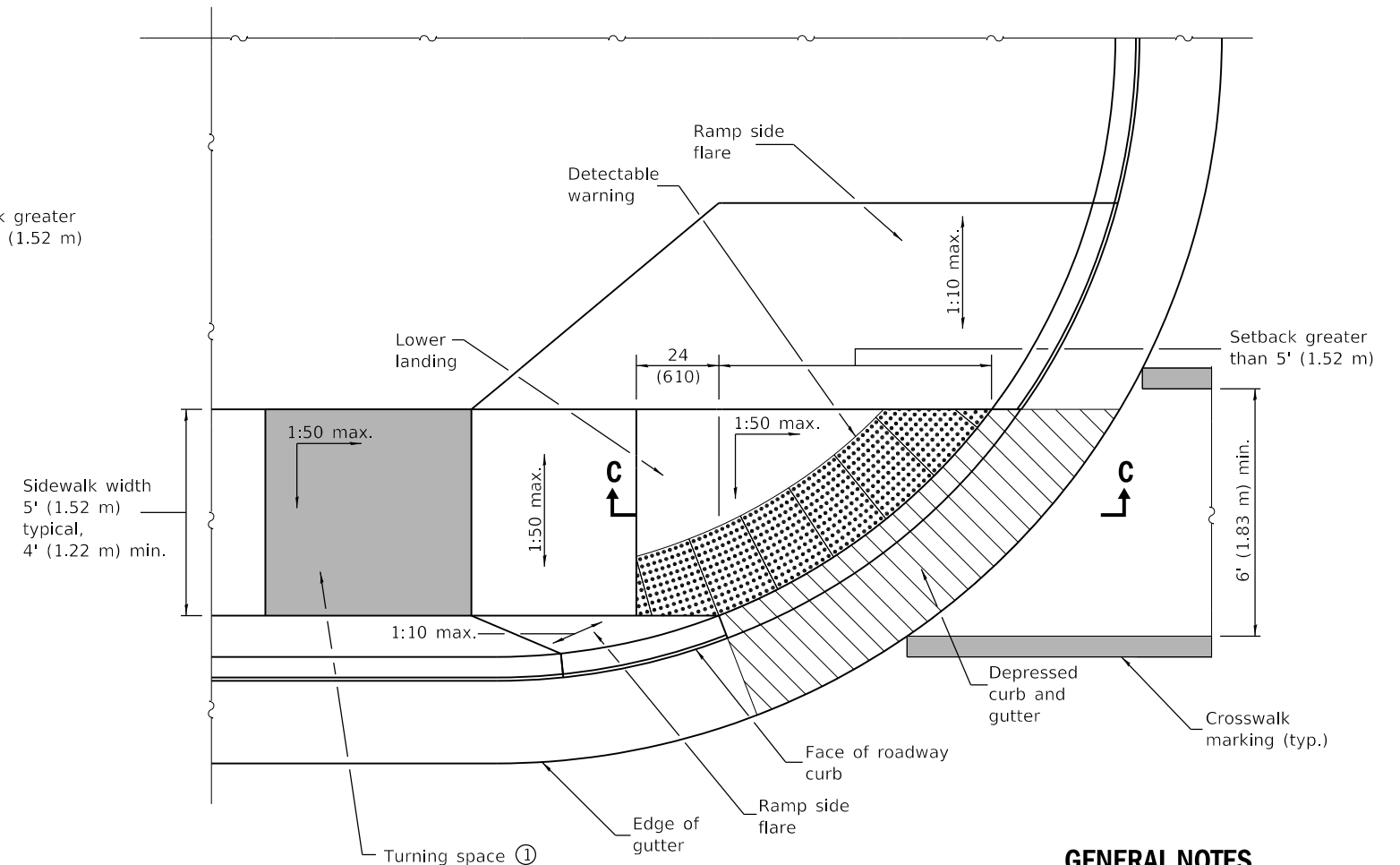
PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 1 of 2)

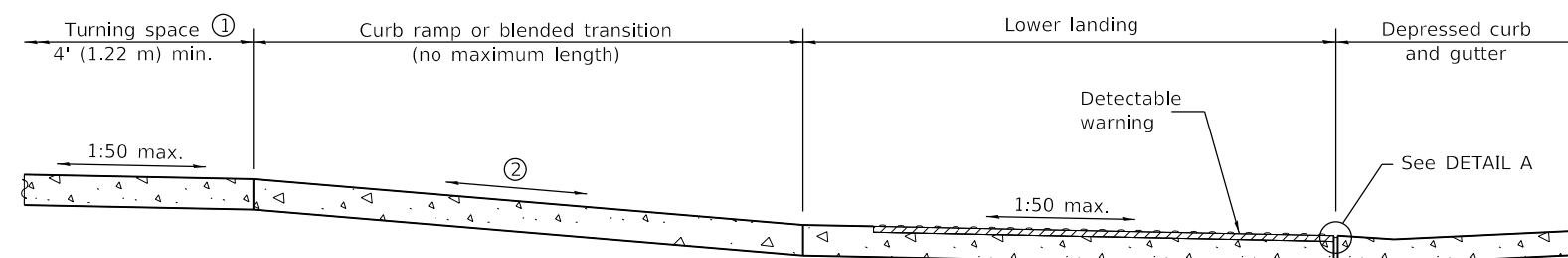
STANDARD 424001-11



RAMP IN LANDSCAPED AREA
SETBACK > 5'



RAMP IN PAVED AREA
SETBACK > 5'



SECTION C-C

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

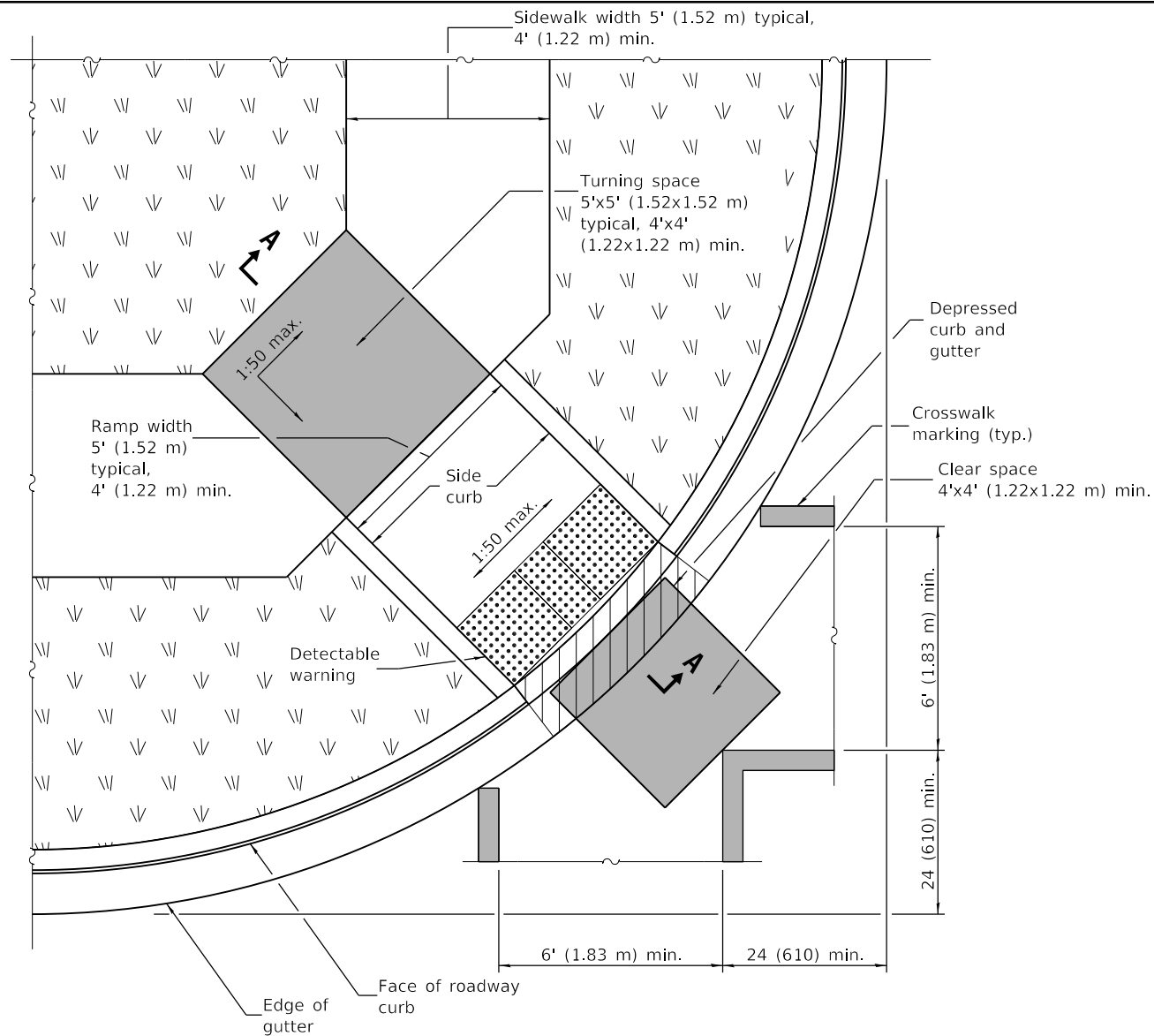
See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

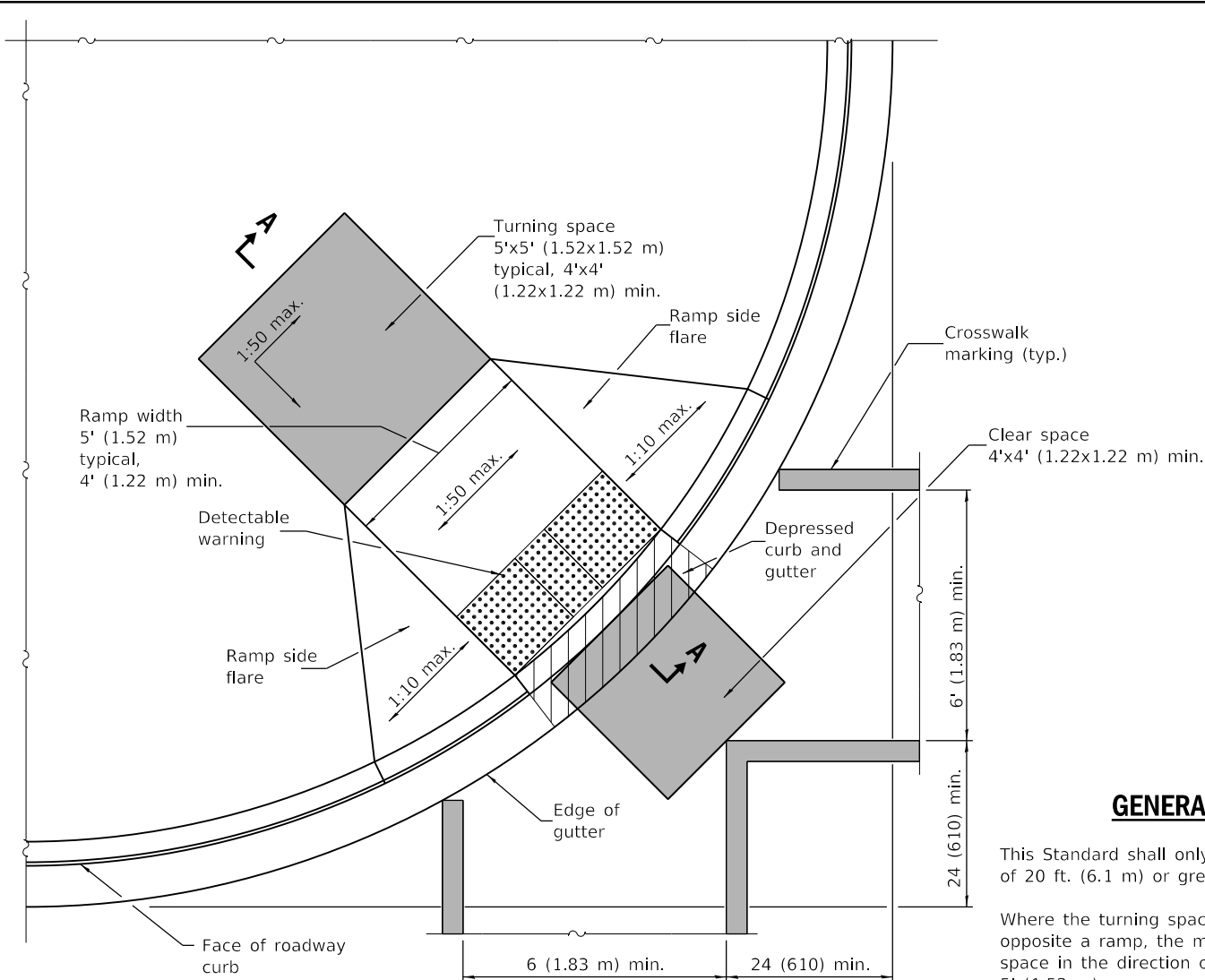
**PERPENDICULAR CURB RAMPS
FOR SIDEWALKS**

(Sheet 2 of 2)

STANDARD 424001-11



RAMP IN LANDSCAPED AREA



RAMP IN PAVED AREA

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

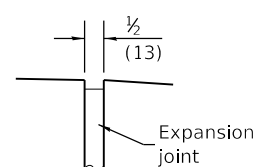
Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

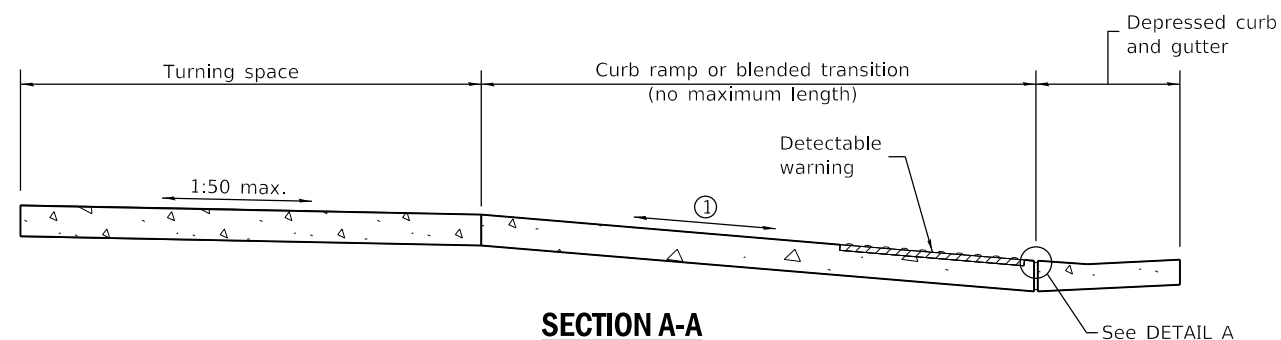
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

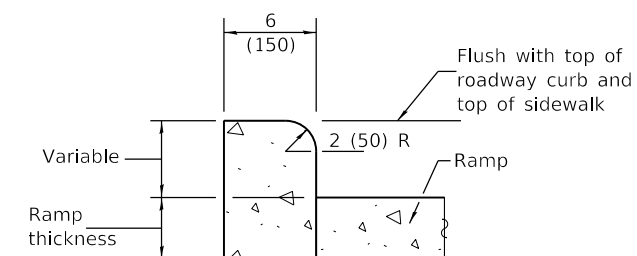


DETAIL A



SECTION A-A

- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SIDE CURB DETAIL

Illinois Department of Transportation

PASSED January 1, 2021

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021

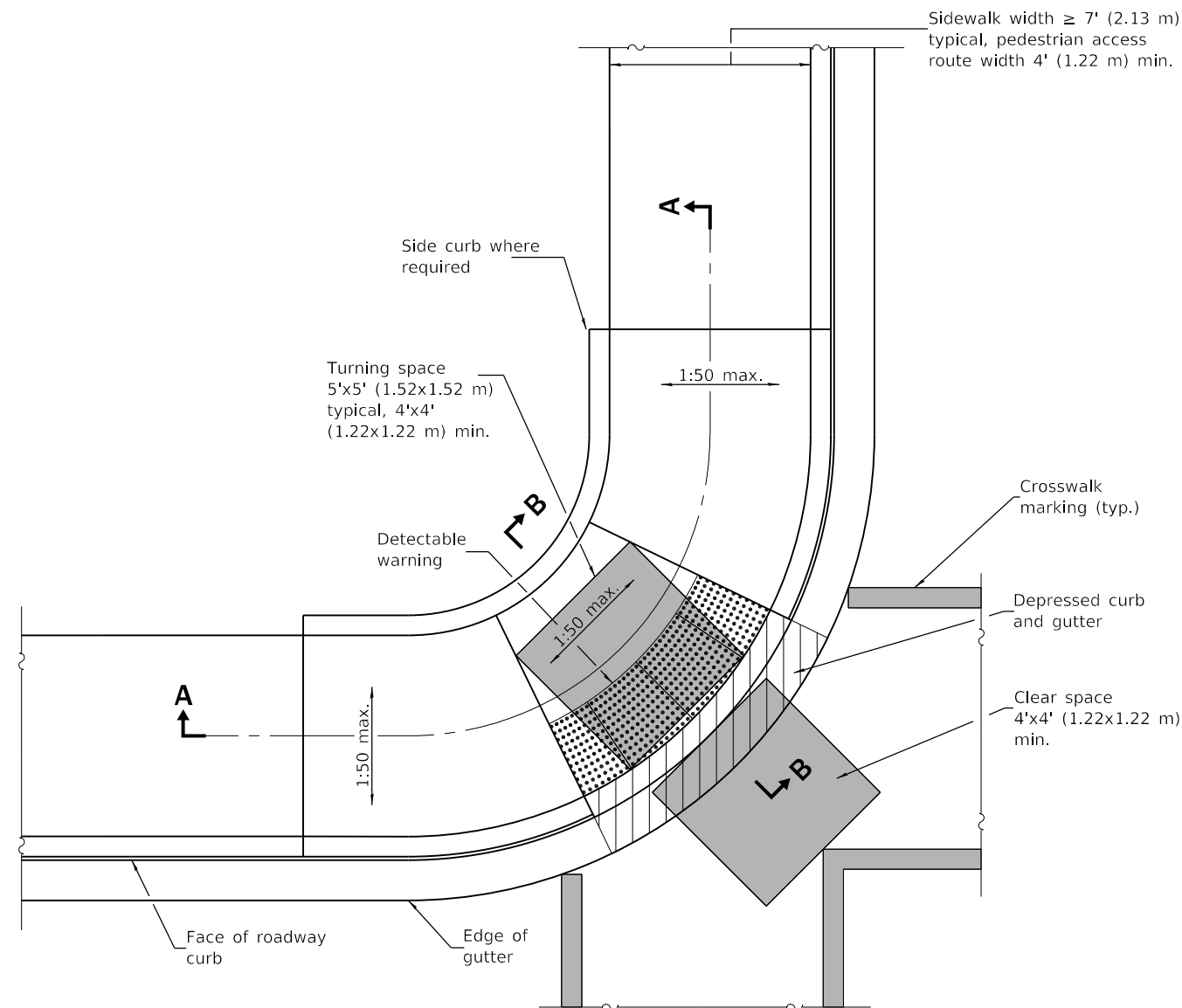
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

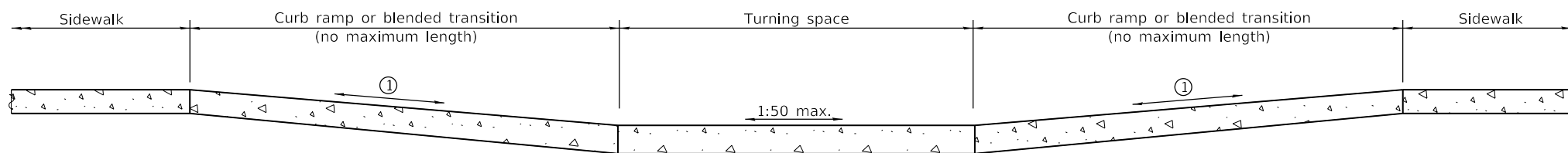
DATE	REVISIONS
1-1-21	Clarified minimum crosswalk width and locations.
1-1-19	Removed "15-foot rule", added "blended transitions" and placement tolerances for detectable warnings.

DIAGONAL CURB RAMPS FOR SIDEWALKS

STANDARD 424006-05

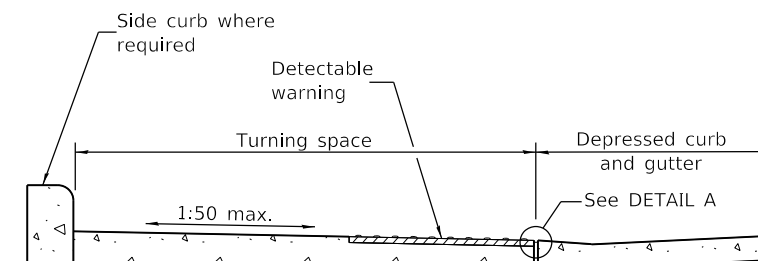


CORNER PARALLEL CURB RAMP

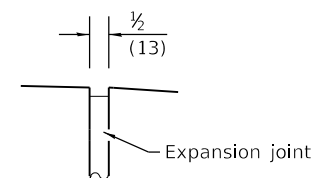


SECTION A-A

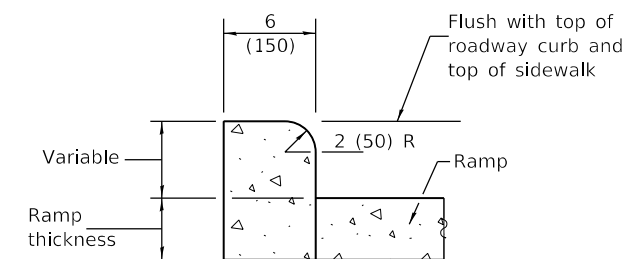
① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SECTION B-B



DETAIL A



SIDE CURB DETAIL

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

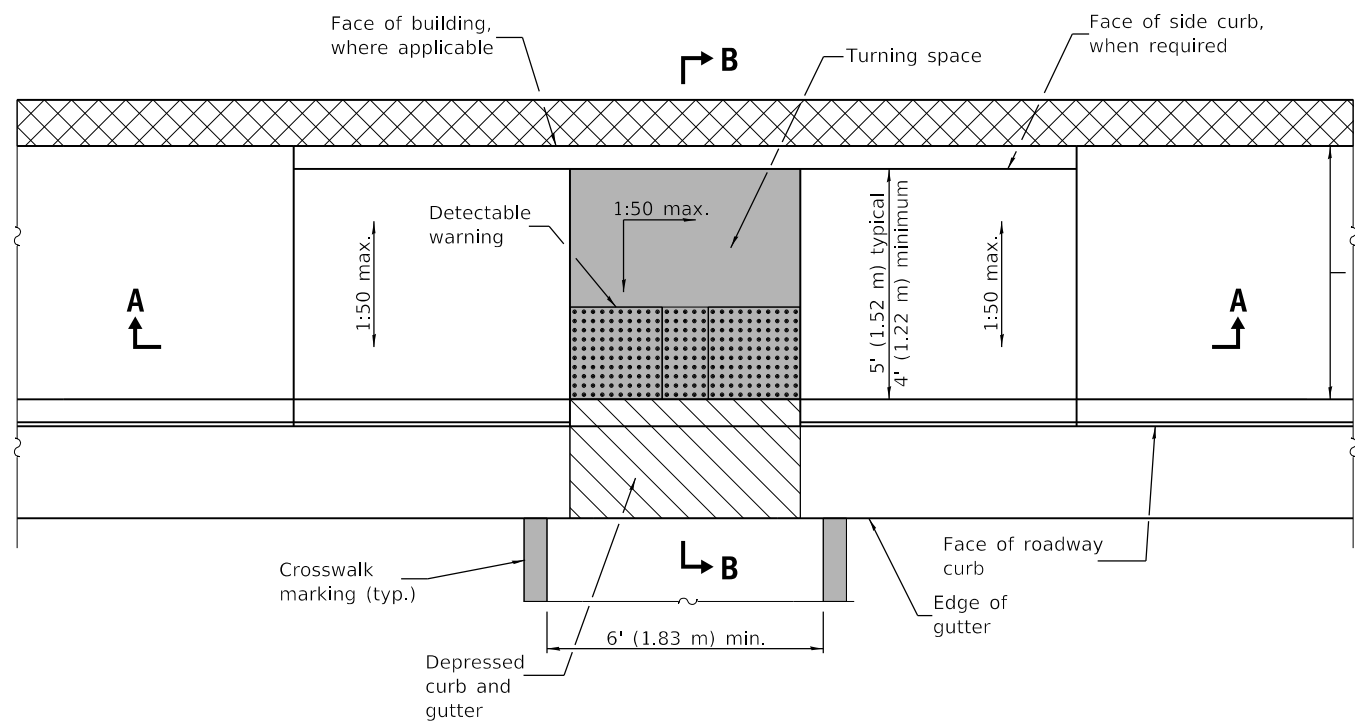
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
PASSED January 1, 2019	ISSUED 1-1-12
ENGINEER OF POLICY AND PROCEDURES	
APPROVED January 1, 2019	
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-19	Removed upper landing, added blended transition and detectable warning tolerances.
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.

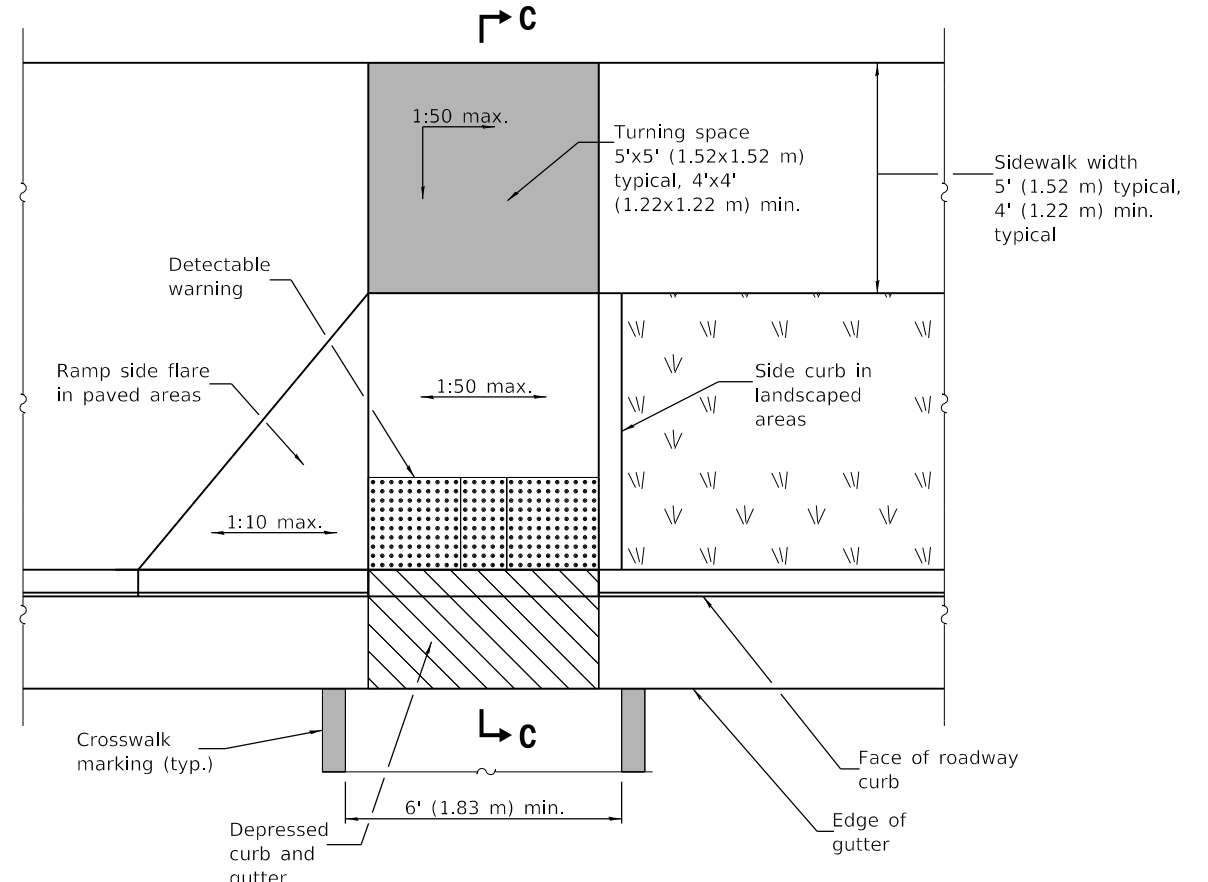
CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

STANDARD 424011-04

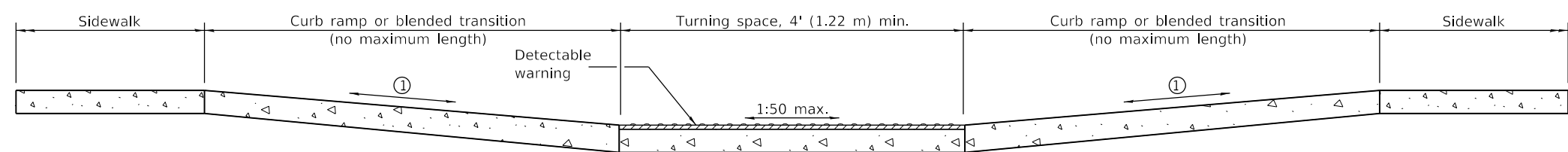


PARALLEL MID-BLOCK CURB RAMP

Sidewalk width \geq 7' (2.13 m) typical, pedestrian access route width 4' (1.22 m) min.

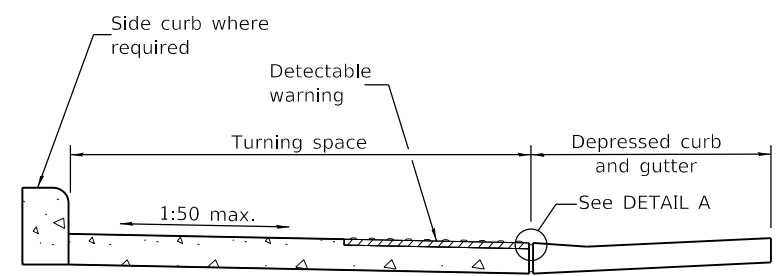


PERPENDICULAR MID-BLOCK CURB RAMP

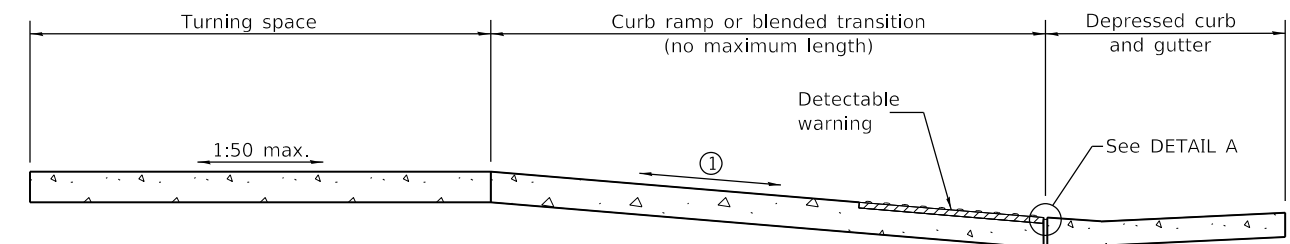


SECTION A-A

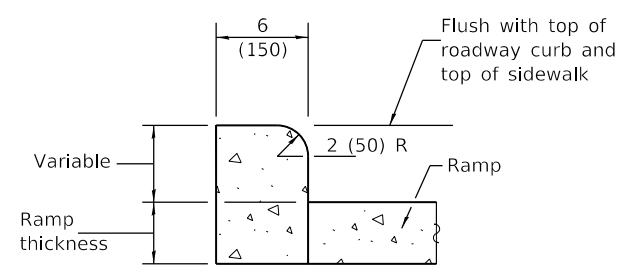
① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



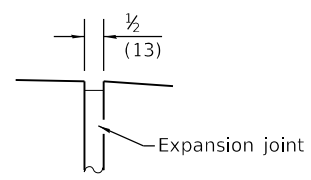
SECTION B-B



SECTION C-C



SIDE CURB DETAIL



DETAIL A

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in. width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2019

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2019

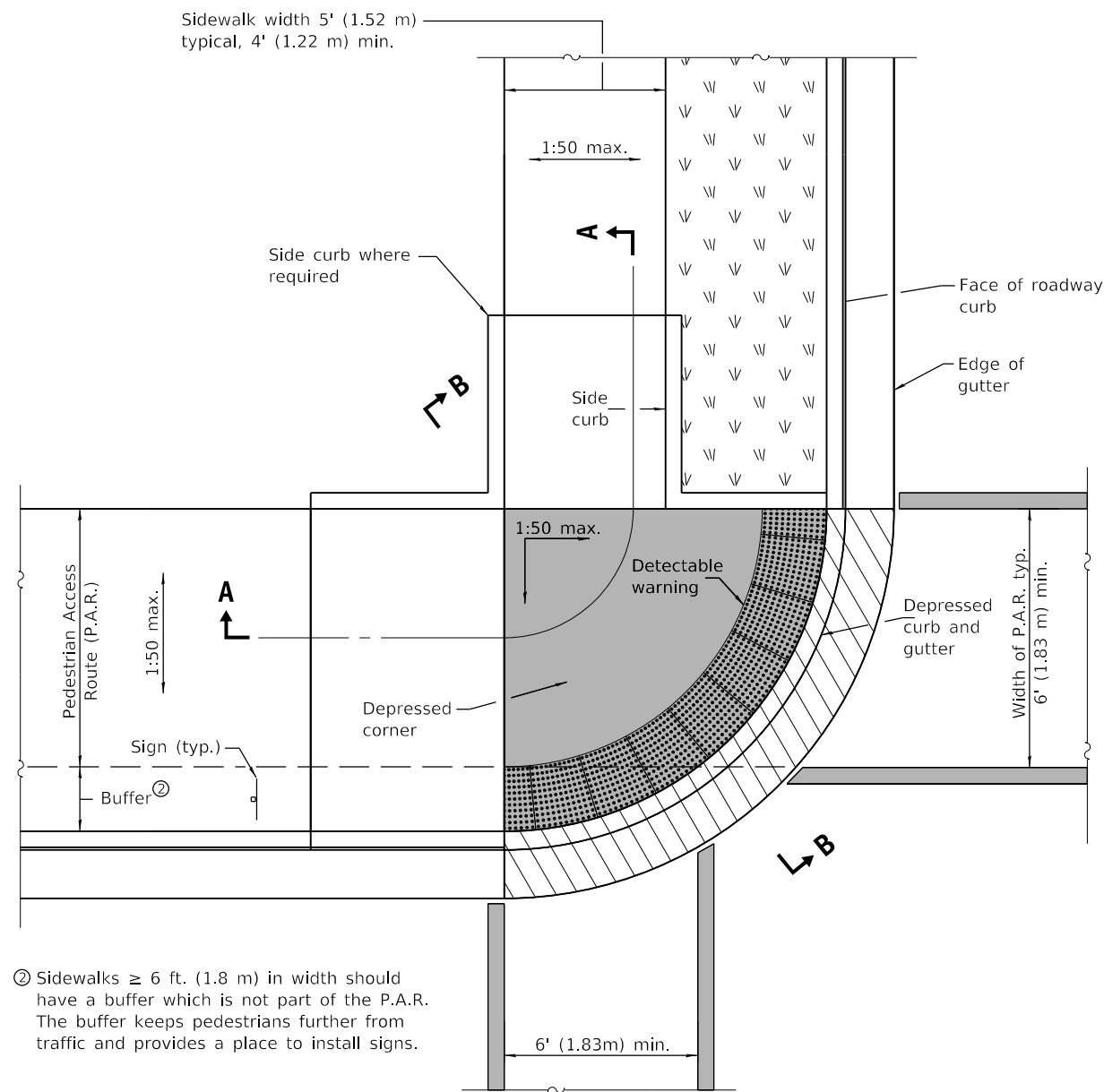
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

DATE	REVISIONS
1-1-19	Removed upper landing, added blended transitions and detectable warning tolerances.
1-1-18	Omitted diagonal slope at turning spaces and upper landings.

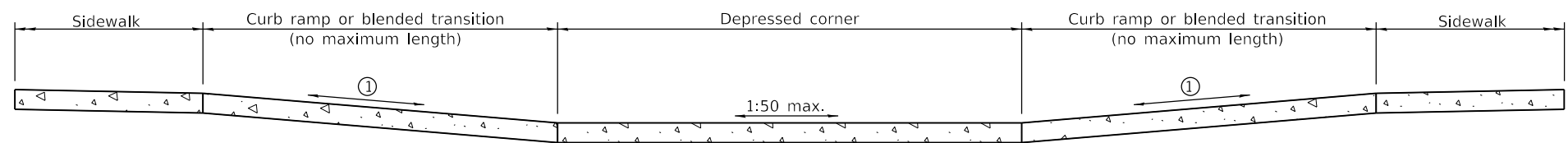
MID-BLOCK CURB RAMPS FOR SIDEWALKS

STANDARD 424016-05



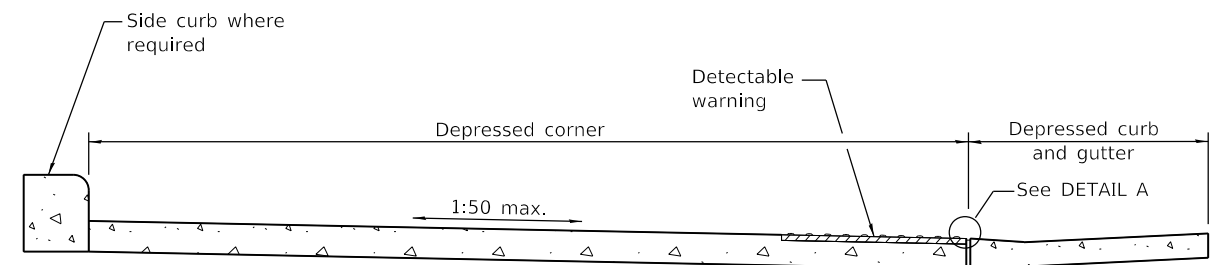
② Sidewalks \geq 6 ft. (1.8 m) in width should have a buffer which is not part of the P.A.R. The buffer keeps pedestrians further from traffic and provides a place to install signs.

DEPRESSED CORNER

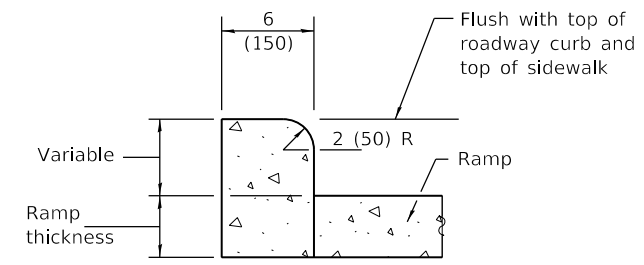


SECTION A-A

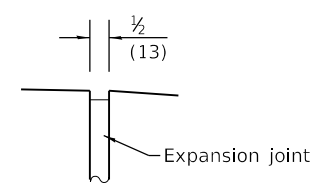
① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SECTION B-B



SIDE CURB DETAIL



DETAIL A

GENERAL NOTES

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal tolerances but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in. width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2021

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021

ENGINEER OF DESIGN AND ENVIRONMENT

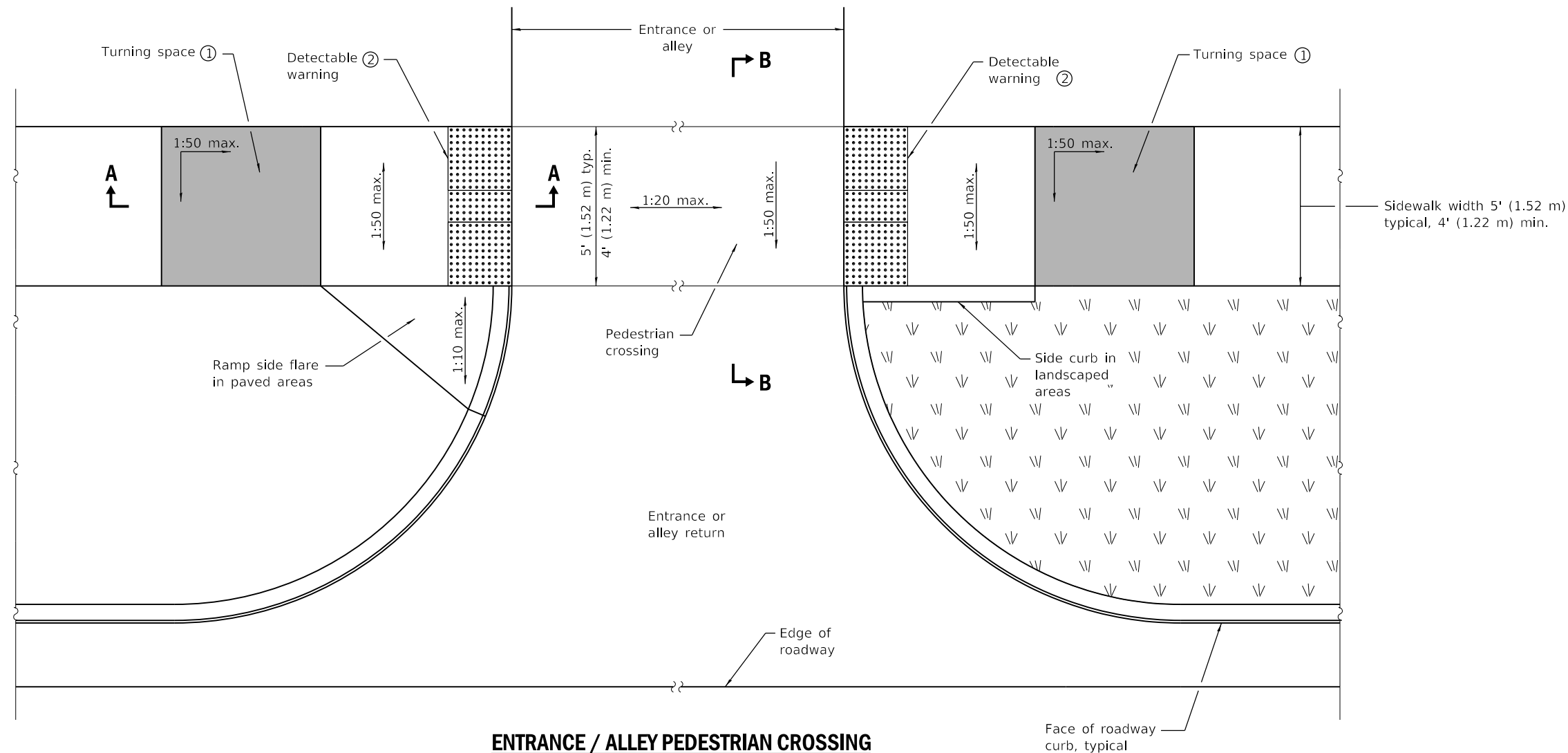
ISSUED 1-1-12

DATE	REVISIONS
1-1-21	Added crosswalk striping and a "buffer" for wide sidewalks.
1-1-19	Removed upper landings, added blended transition and detectable warning tolerances.

**DEPRESSED CORNER
FOR SIDEWALKS**

STANDARD 424021-06

- ② Detectable warning shall only be installed at entrances/alleys with permanent traffic control devices (i.e. stop signs, signals).
- ③ Where possible, maintain the grade of the sidewalk across the entrance/alley to avoid the need for ramps and turning spaces.



ENTRANCE / ALLEY PEDESTRIAN CROSSING

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

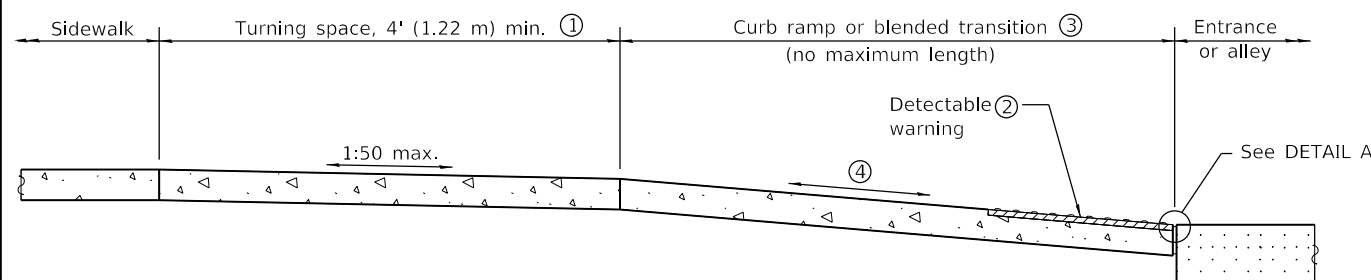
Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

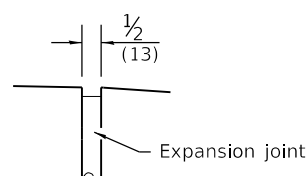
Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

All dimensions are in inches (millimeters) unless otherwise shown.

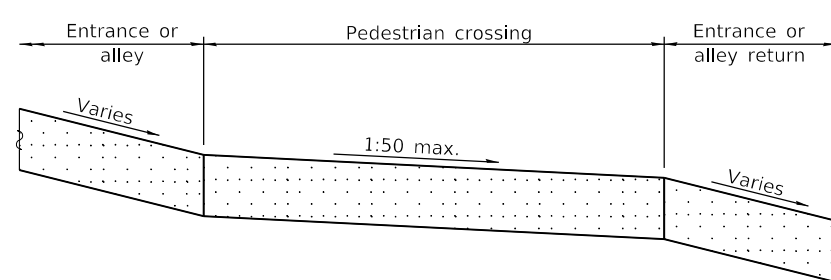


SECTION A-A

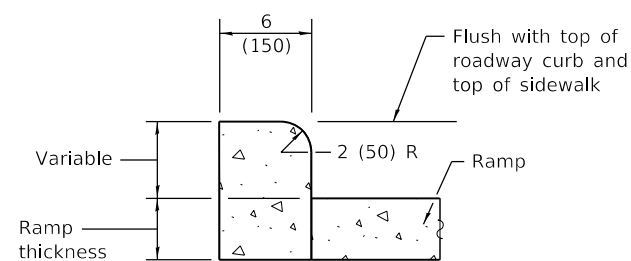
- ① Turning space not required for blended transitions.
- ④ The running slope of a curb ramp shall be 1:20 min and 1:12 max. The running slope of a blended transition shall be 1:20 max.



DETAIL A



SECTION B-B

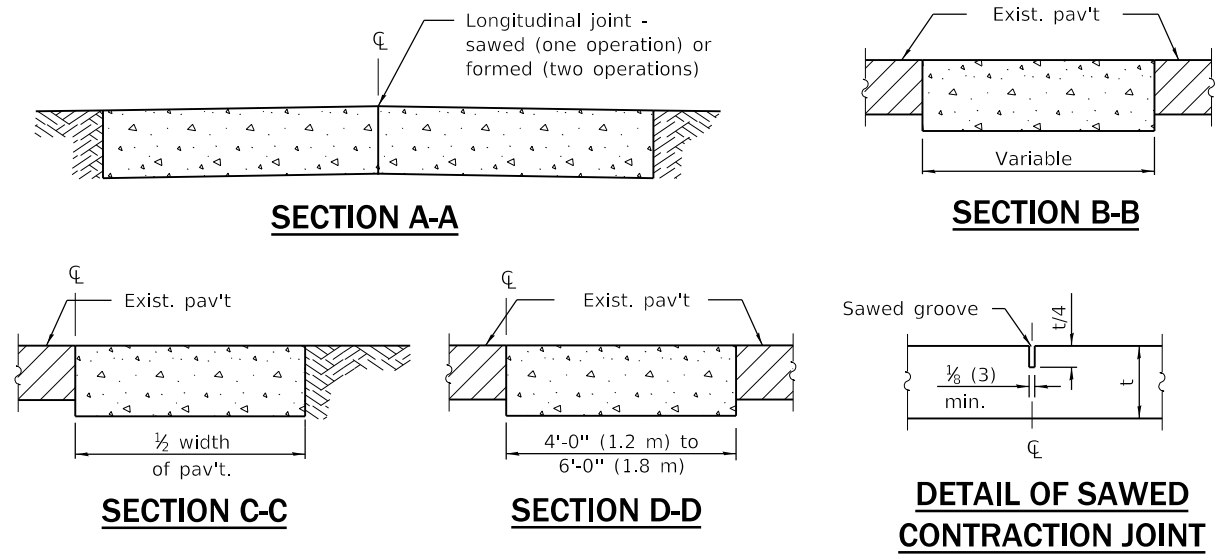
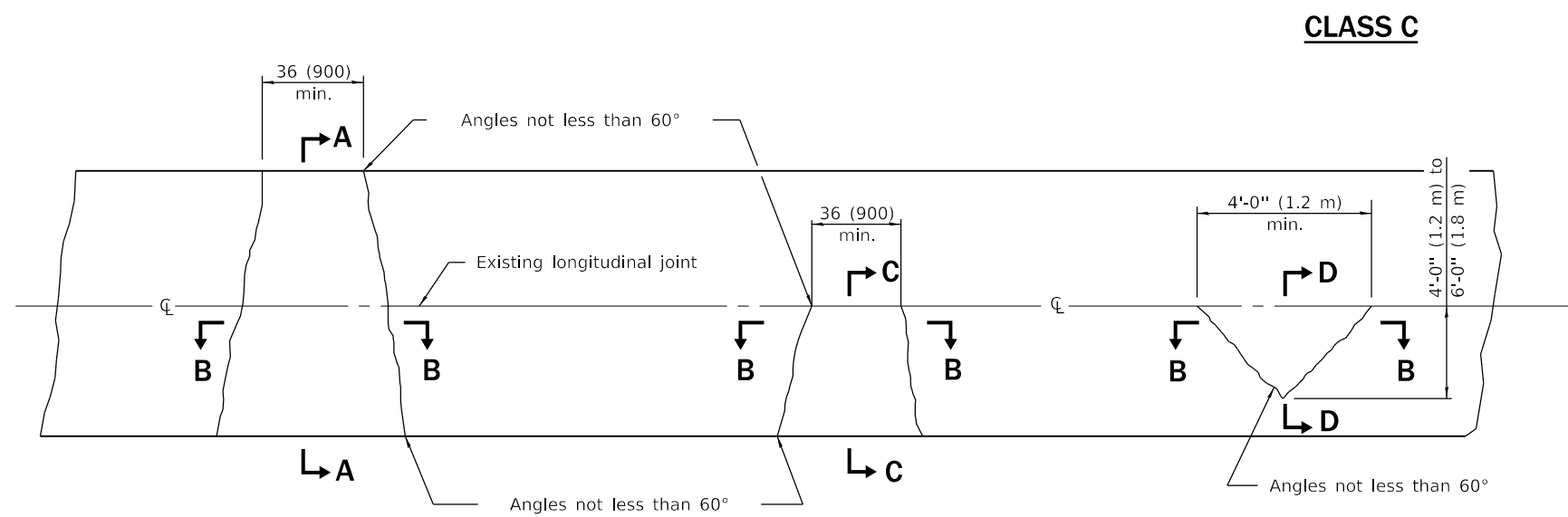


SIDE CURB DETAIL

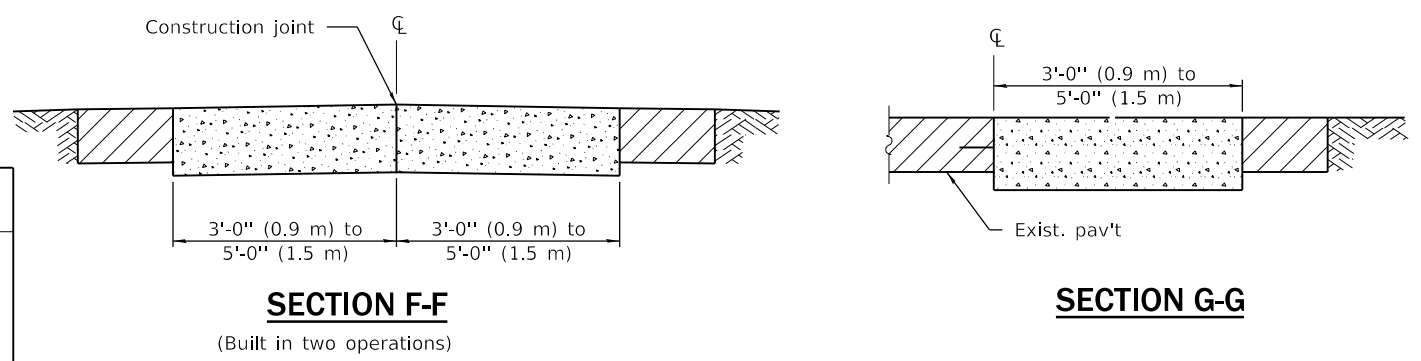
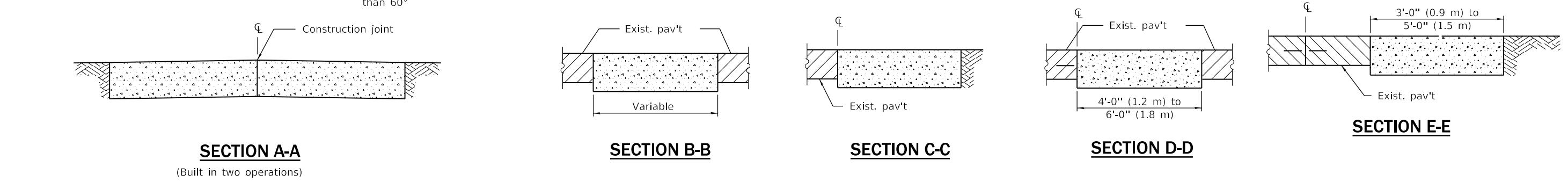
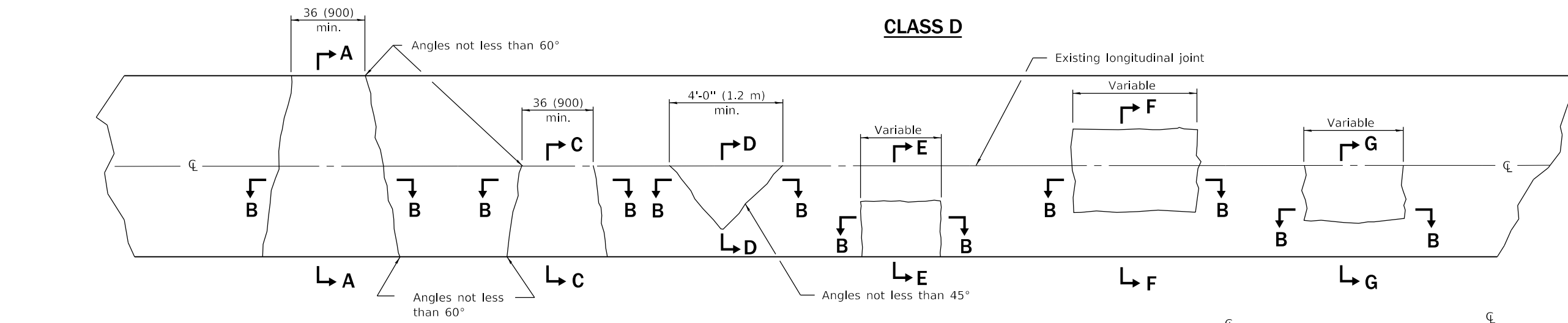
DATE	REVISIONS
1-1-19	Added blended transitions and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at upper landings.

ENTRANCE / ALLEY PEDESTRIAN CROSSINGS

STANDARD 424026-03



Note:
Longitudinal joints shall be as detailed on Standard 420001, except tie bars are not required for patches 20'-0" (6.0 m) or less in length.



GENERAL NOTES

Existing tie bars shall be either cut or removed. Marginal bars shall be cut.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2008

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2008

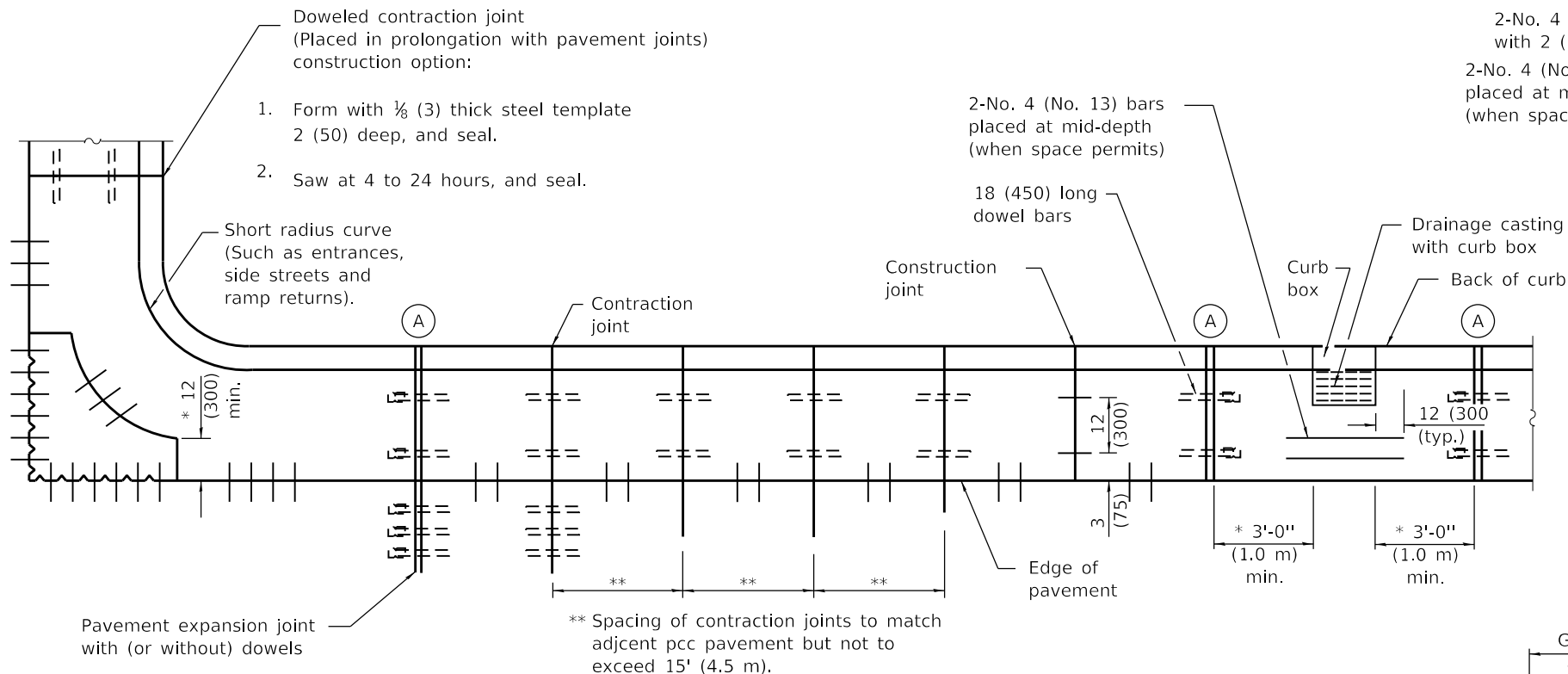
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

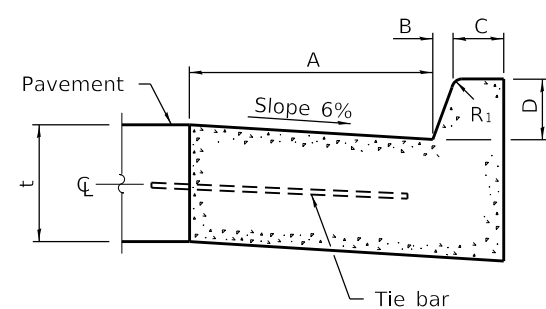
DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised Note for Class C patches.

CLASS C and D PATCHES

STANDARD 442201-03



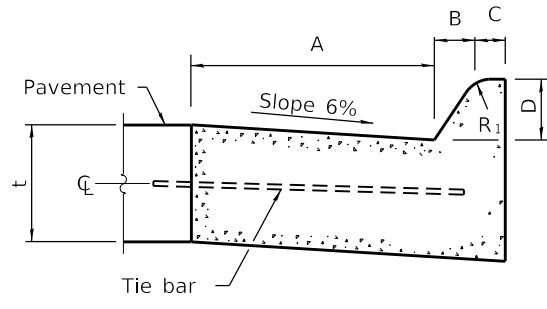
PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE



BARRIER CURB

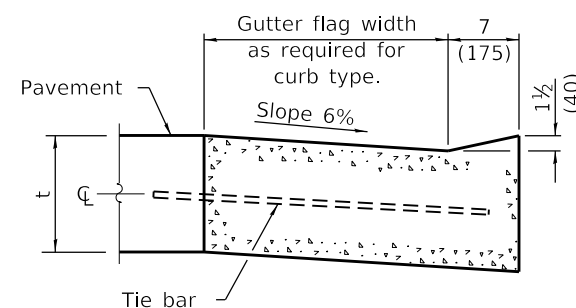
TYPE	A	B	C	D	R ₁
B-6.06 *	6	1	6	6	1
(B-15.15)	(150)	(25)	(150)	(150)	(25)
B-6.12	12	1	6	6	1
(B-15.3)	(300)	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(B-15.45)	(450)	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(B-15.60)	(600)	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(B-22.30)	(300)	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(B-22.45)	(450)	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(B-22.60)	(600)	(50)	(125)	(225)	(25)

* For corner islands only.

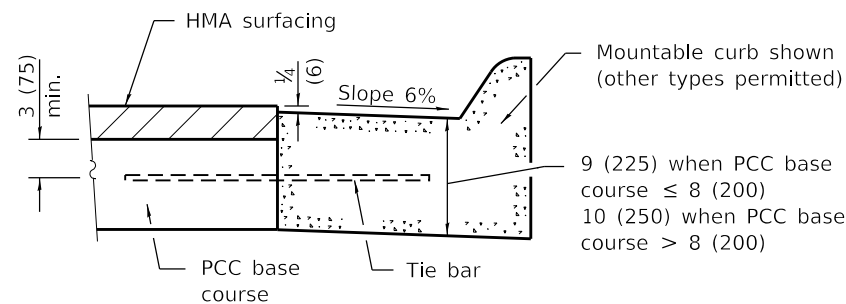


MOUNTABLE CURB

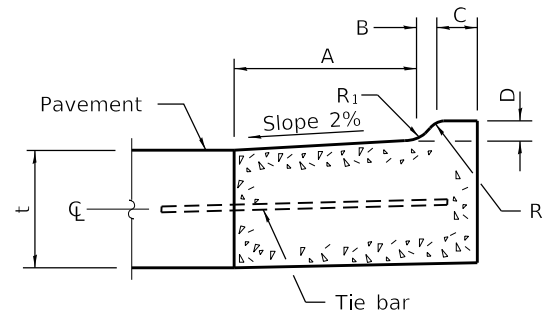
TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	



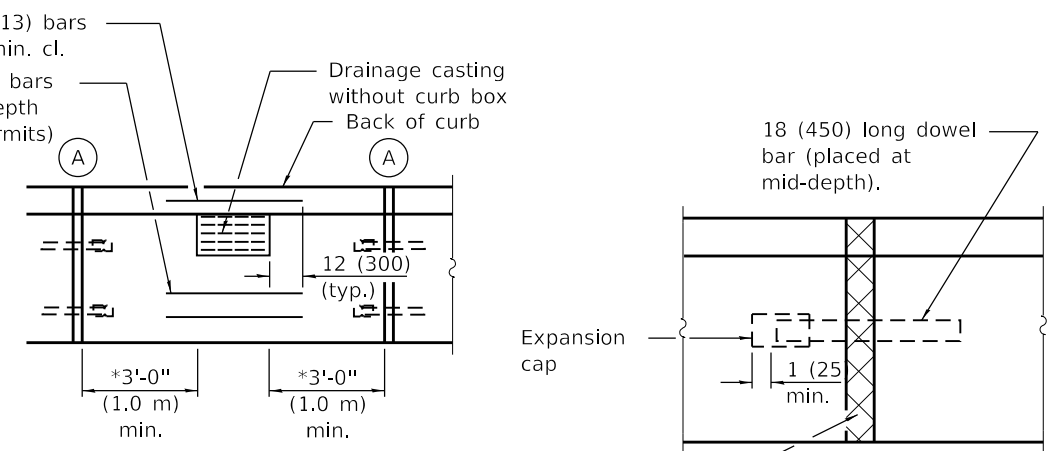
DEPRESSED CURB (TYPICAL)



**ADJACENT TO PCC BASE COURSE
WITH HMA SURFACING**

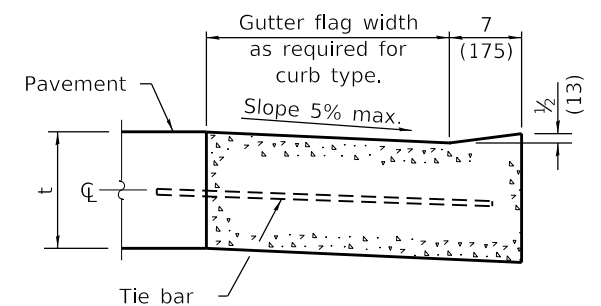


M-2.06 (M-5.15) and M-2.12 (M-5.30)



DETAIL A
EXPANSION JOINT

Full depth & width
1 (25) - thick (min.)
preformed expansion
joint filler.



**DEPRESSED CURB ADJACENT
TO CURB RAMP ACCESSIBLE
TO THE DISABLED**

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

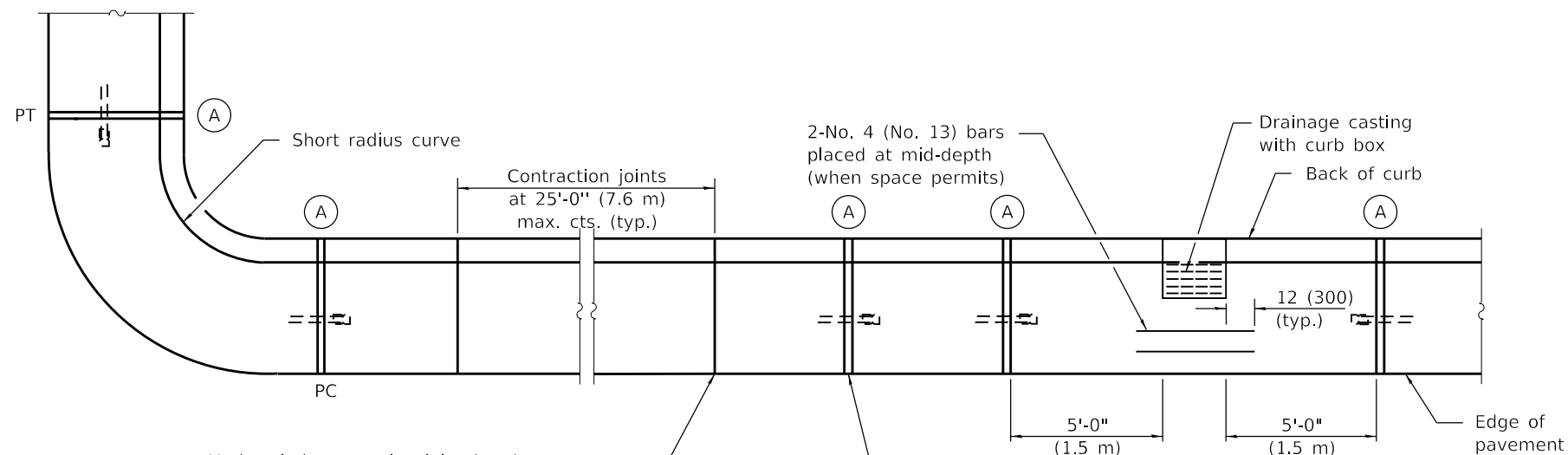
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-22	Revised contraction joint spacing adjacent to pcc pavement.
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 1 of 2)

STANDARD 606001-08

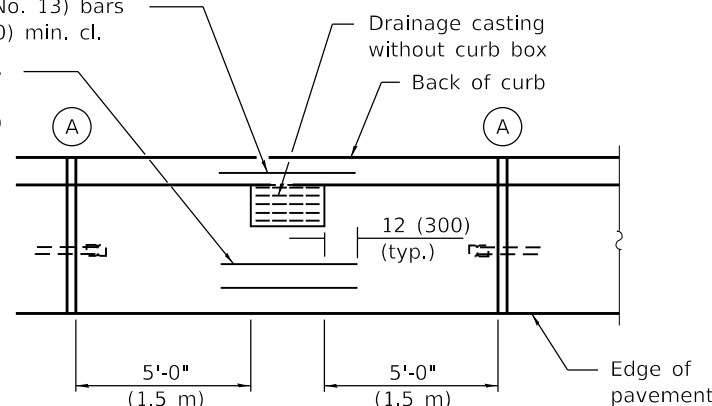


Undoweled contraction joint (typ.) construction options:

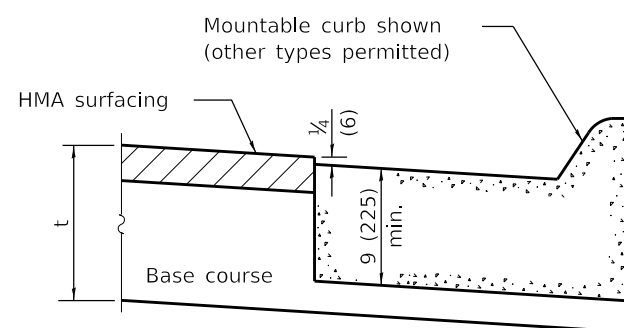
1. Form with $\frac{1}{8}$ (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert $\frac{3}{4}$ (20) thick preformed joint filler full depth and width.

Construction joint
2-No. 4 (No. 13) bars
with 2 (50) min. cl.

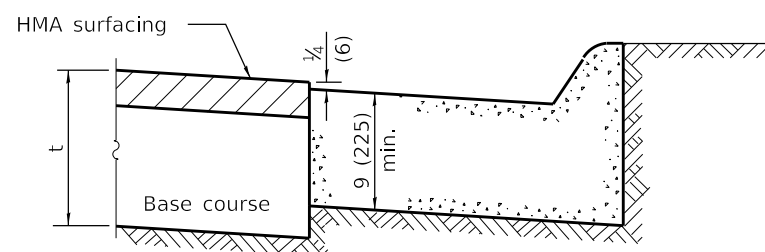
2-No. 4 (No. 13) bars
placed at mid-depth
(when space permits)



PLAN

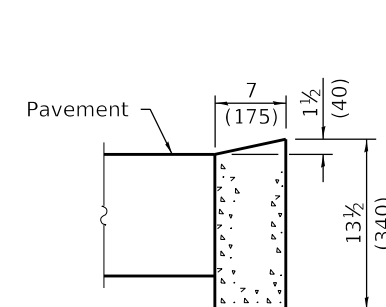


ON DISTURBED SUBGRADE

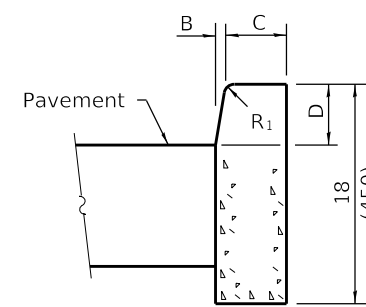


ON UNDISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT

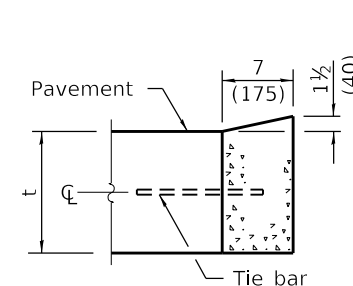


DEPRESSED CURB

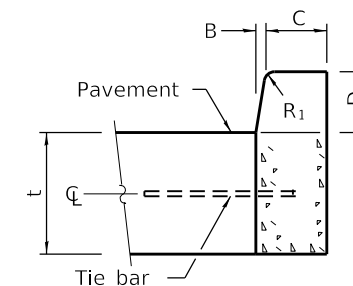


BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB



BARRIER CURB

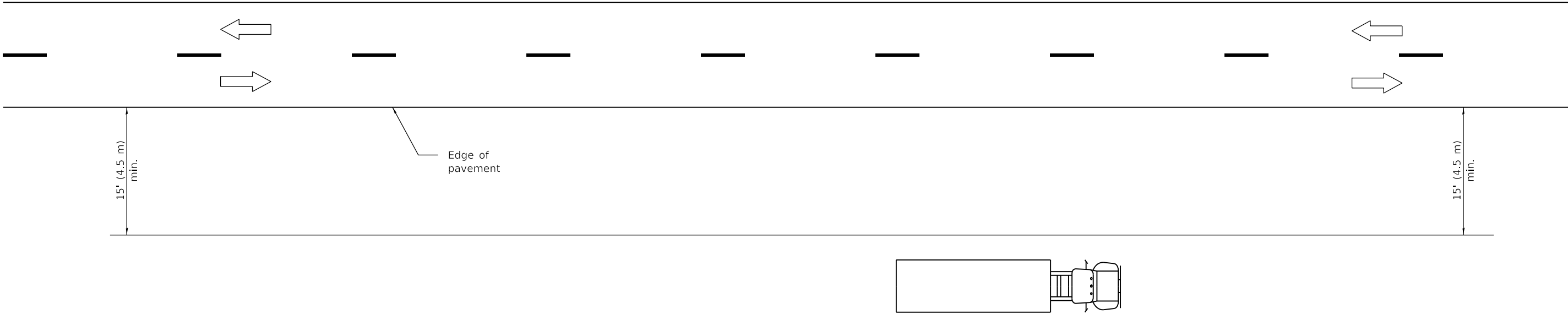
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 2 of 2)

STANDARD 606001-08



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Fencing contracts and maintenance
- Cleaning culverts

GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.


When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE		REVISIONS
1-1-09		Switched units to
		English (metric).
1-1-05		Revised title and notes.

OFF-RD OPERATIONS,
2L, 2W, MORE THAN
15' (4.5 m) AWAY

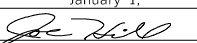
STANDARD 701001-02



Illinois Department of Transportation

PASSED

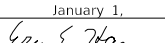
January 1, 2009



ENGINEER OF OPERATIONS

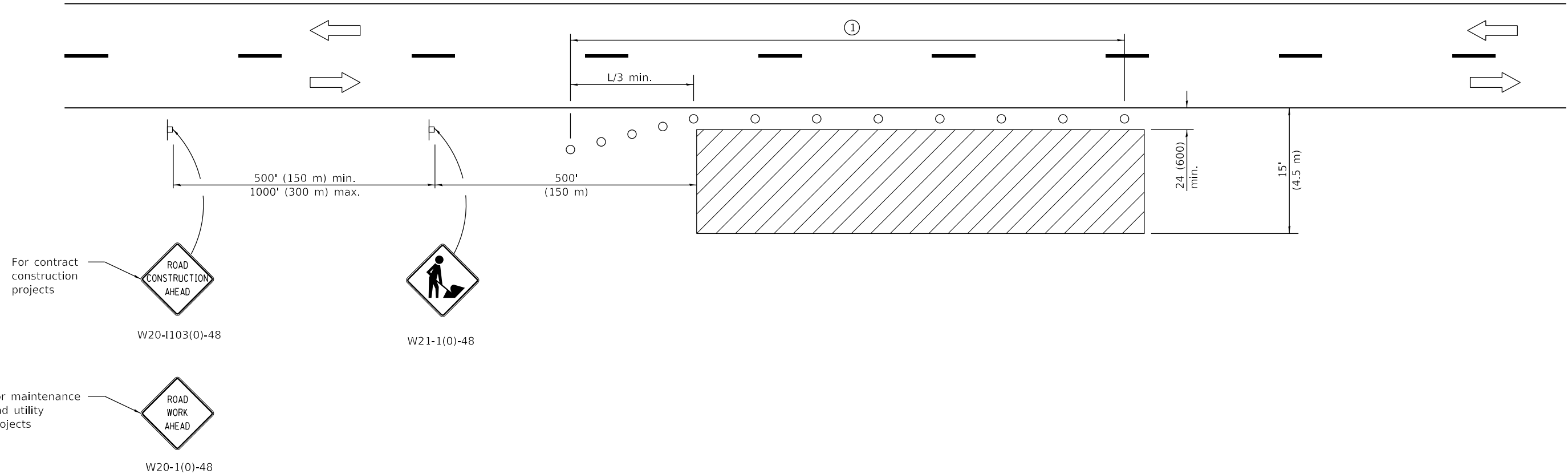
APPROVED

January 1, 2009



ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



TYPICAL APPLICATIONS

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Delineator installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

SYMBOLS

- Work area
- Sign
- Cone, drum or barricade

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$
W = Width of offset in feet (meters).		
S = Normal posted speed mph (km/h).		

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

Illinois Department of Transportation

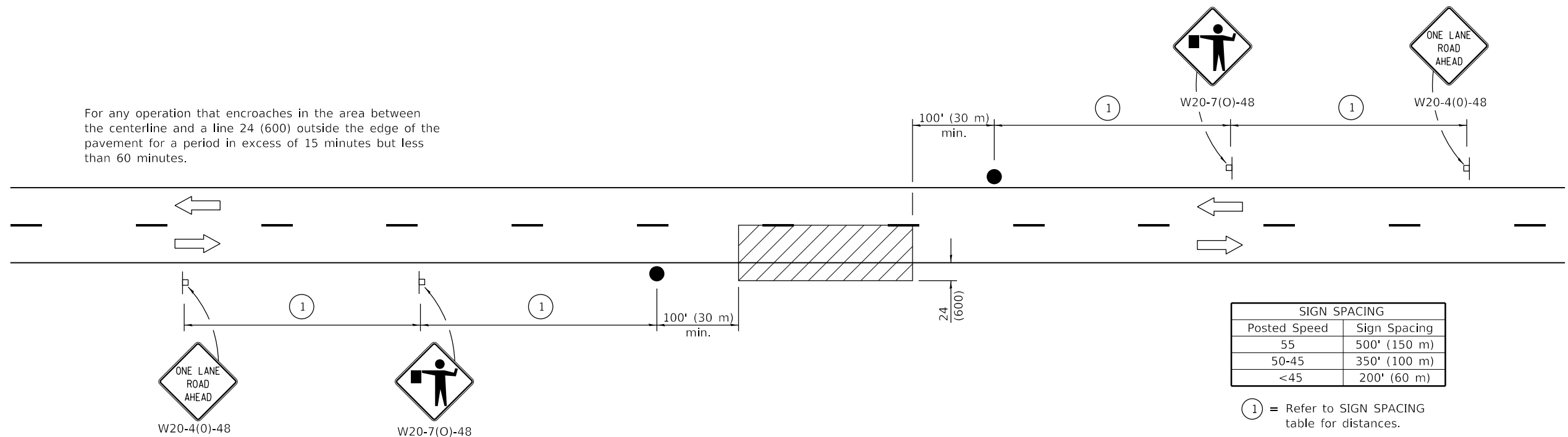
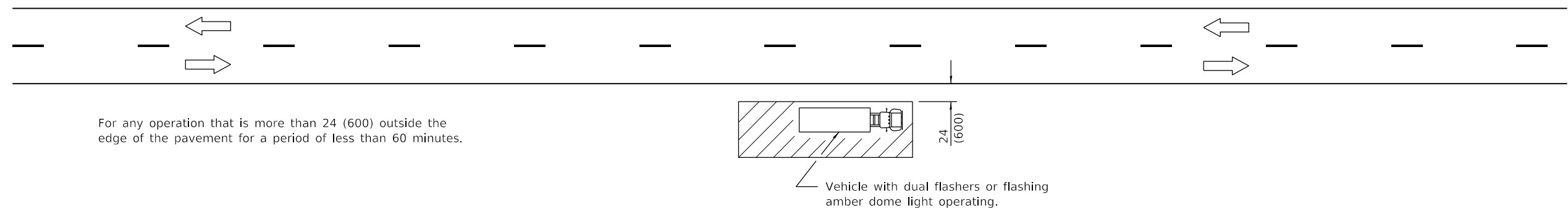
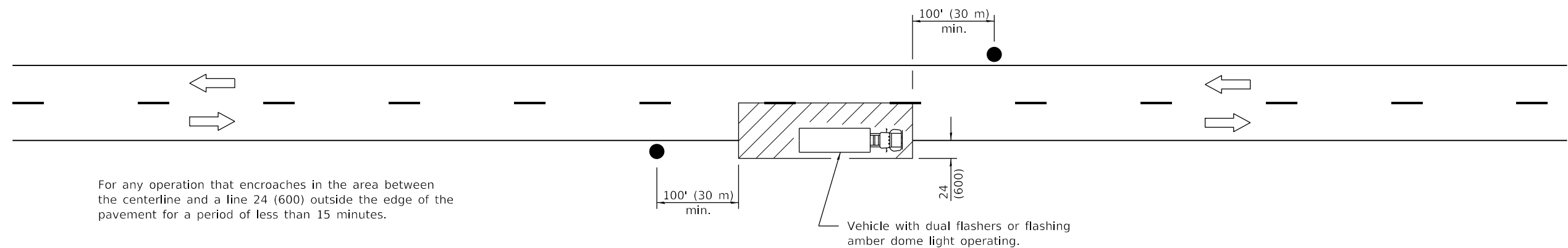
PASSED January 1, 2014

ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



TYPICAL APPLICATIONS

Marking patches
Field survey
String line
Utility operations
Cleaning up debris on pavement

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

All dimensions are in inches (millimeters) unless otherwise shown.

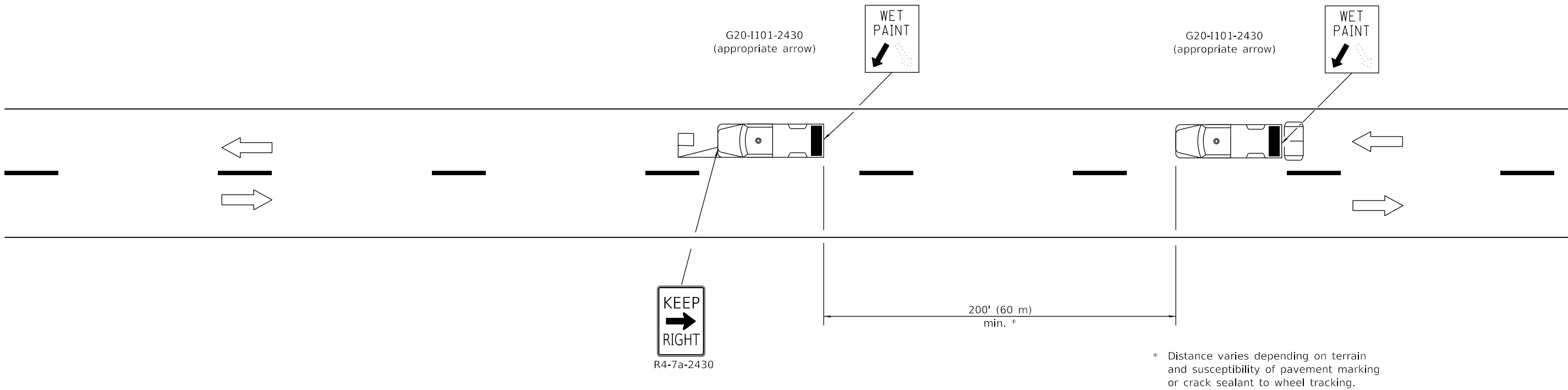
Illinois Department of Transportation

PASSED January 1, 2011
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
1-1-11	Revised flagger sign.	
		STANDARD 701301-04
1-1-09	Switched units to	
	English (metric).	



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Pavement marking
- Weed spraying
- Roadometer measurements
- Debris cleanup
- Crack pouring

SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light. (visible from all directions)
- 18x18 (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE		REVISIONS
1-1-09		Switched units to
		English (metric). Omitted
		Pass With Care sign.
1-1-00		Elim. speed restrictions
		in Standard title.

LANE CLOSURE 2L, 2W
MOVING OPERATIONS-
DAY ONLY

STANDARD 701311-03

Illinois Department of Transportation

PASSED

January 1, 2009

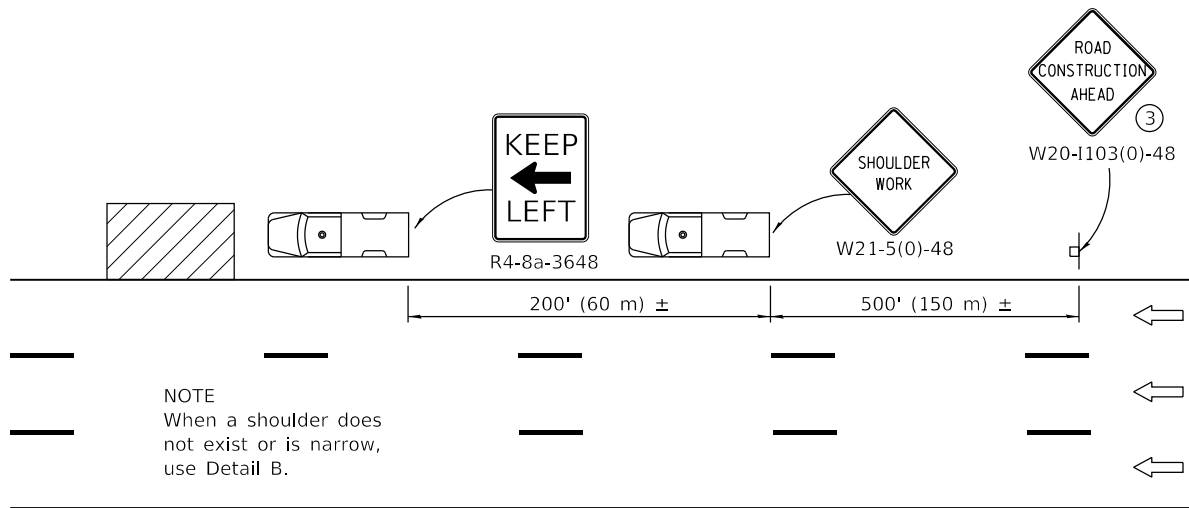
ENGINEER OF OPERATIONS

APPROVED

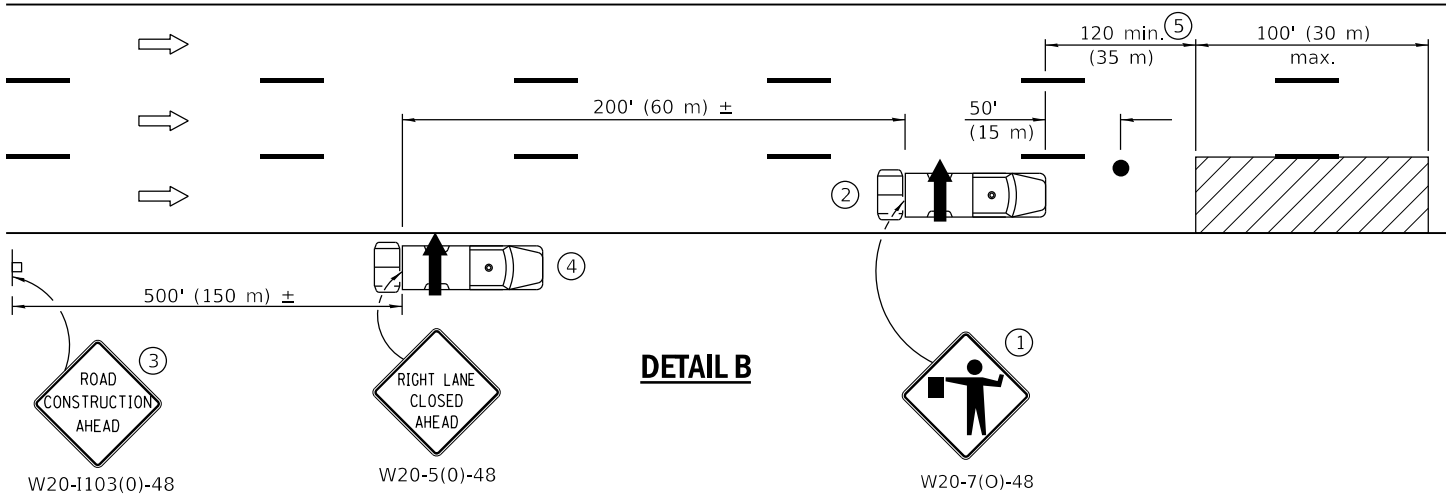
January 1, 2009

ENGINEER OF DESIGN AND ENVIRONMENT

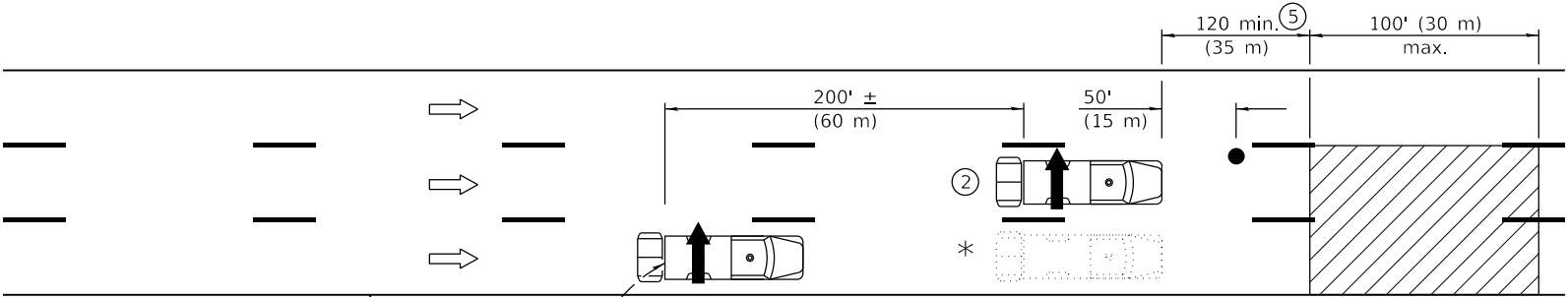
ISSUED 1-1-97



DETAIL A



DETAIL B



DETAIL C

TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Pavement marking
- Weed spraying
- Roadometer measurements
- Debris cleanup
- Crack pouring



G20-1101-2430
(appropriate arrow)
② (when striping only)

- ① Flaggers are required when workers are on the pavement.
- ② For striping operations only. See sign arrow detail on this standard.
- ③ For stationary operations which are on the roadway or shoulder, greater than 15 minutes and up to 1 hour.
- ④ Omit truck, attenuator and arrow board when no shoulder exists due to curb and gutter.
- ⑤ The distance between the work and the lead truck may vary according to terrain or paint/crack sealing time.

SYMBOLS

- ↑ Arrow board
- ▨ Work area
- Truck with flashing amber light
- Truck/Trailer mounted attenuator
- Flagger with traffic control sign
- Sign

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require: 1) stationary operations up to 1 hour, or 2) a continuous or intermittent moving operation where the average speed of movement is greater than 1 mph (2 km/h).

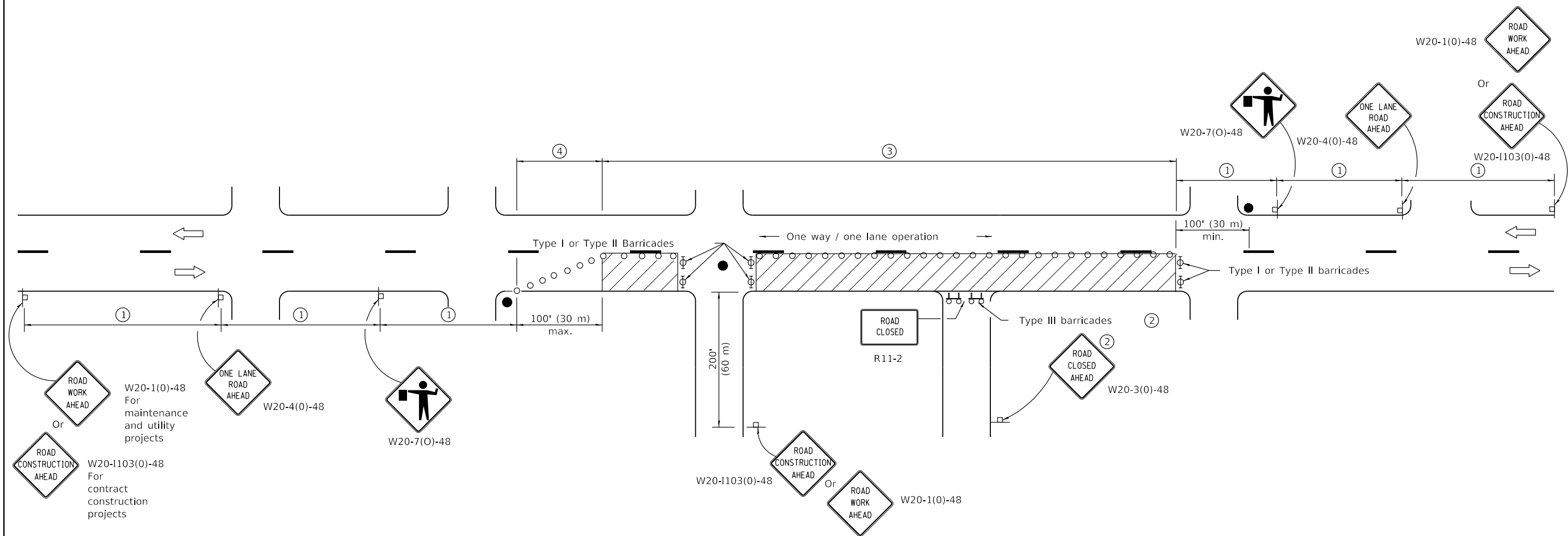
This Standard is also applicable when work is being performed in the left lane(s) or on the median shoulder. Under these conditions, KEEP RIGHT signs shall be substituted for KEEP LEFT signs and arrow board indications shall be directed to the right.

All dimensions are in inches (millimeter) unless otherwise shown.

DATE	REVISIONS
1-1-17	Revised 'NOTE' on DETAIL A to use DETAIL B in lieu of DETAIL C.
4-1-16	Rev. gen. notes. Added note ⑤. Rev. dist. between work and lead truck.







LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS ≤ 40 MPH

STANDARD 701427-05



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

-  Work area
-  Cone, drum or barricade (not required for moving operations)
-  Sign on portable or permanent support
-  Flagger with traffic control sign
-  Barricade or drum with flashing light
-  Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES


This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

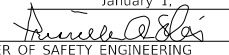
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign No.'s.

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

STANDARD 701501-06

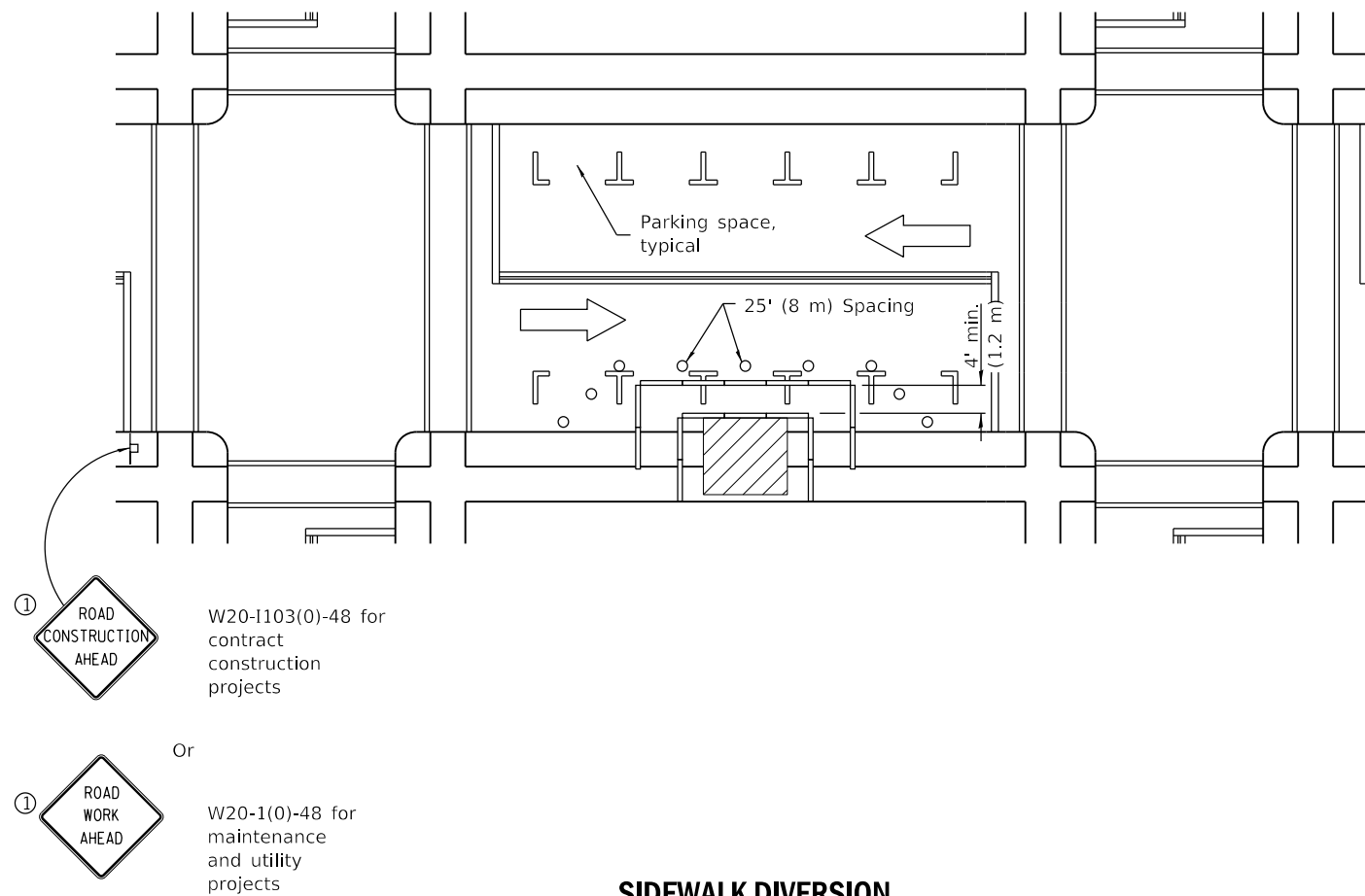
 Illinois Department of Transportation

PASSED
January 1, 2011

ENGINEER OF SAFETY ENGINEERING

APPROVED
January 1, 2011

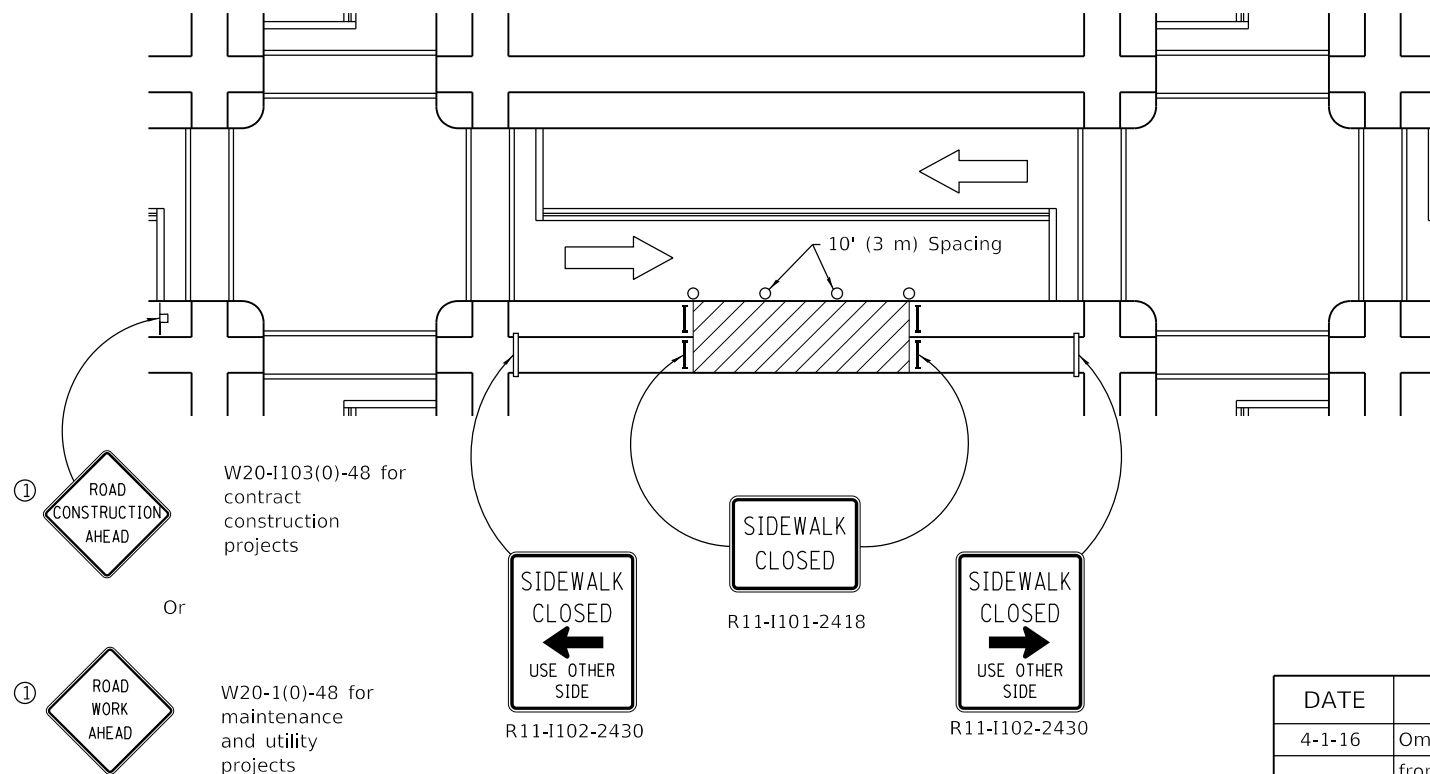
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



① Omit whenever duplicated by road work traffic control.

SIDEWALK DIVERSION



GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

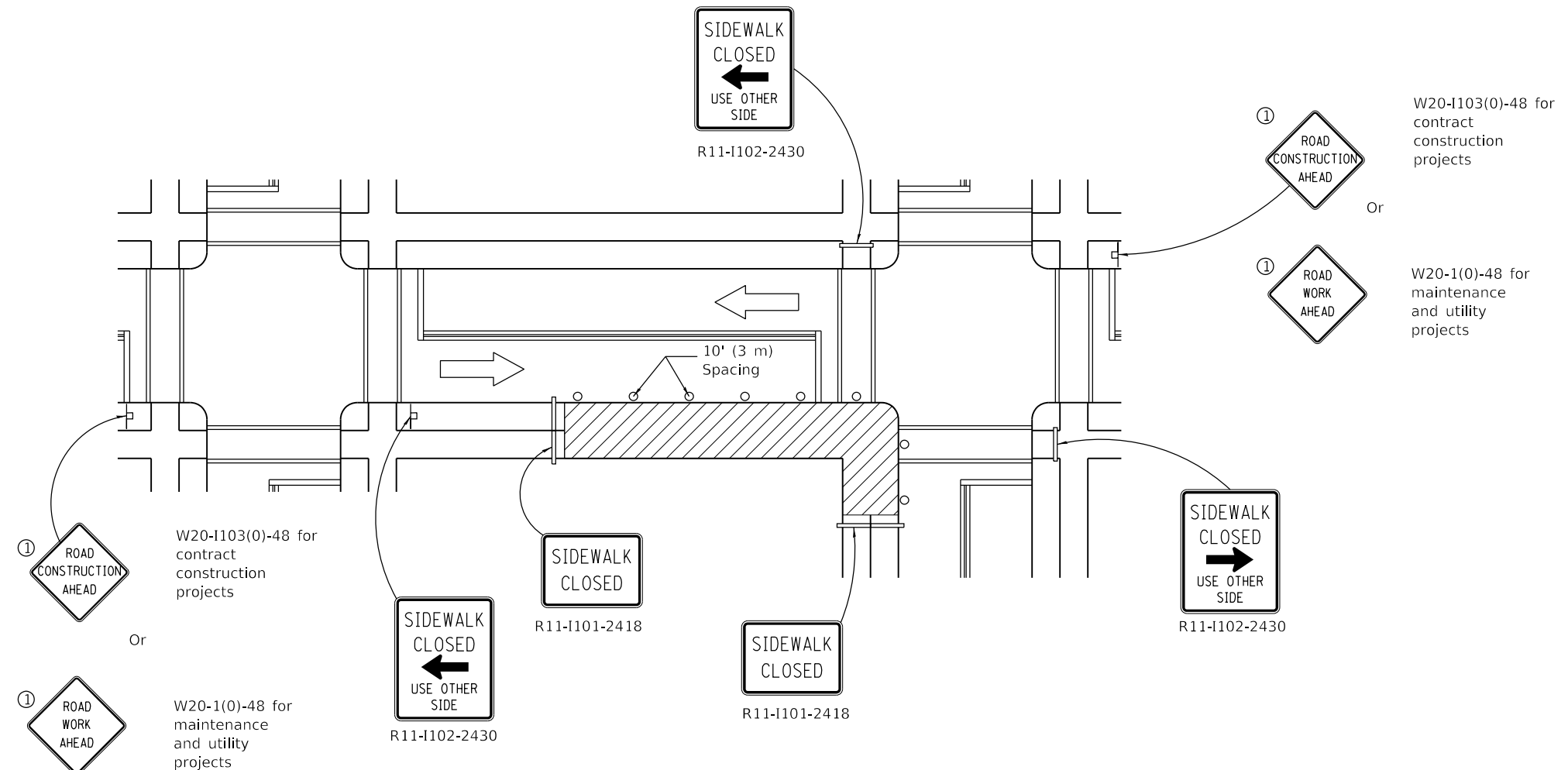
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

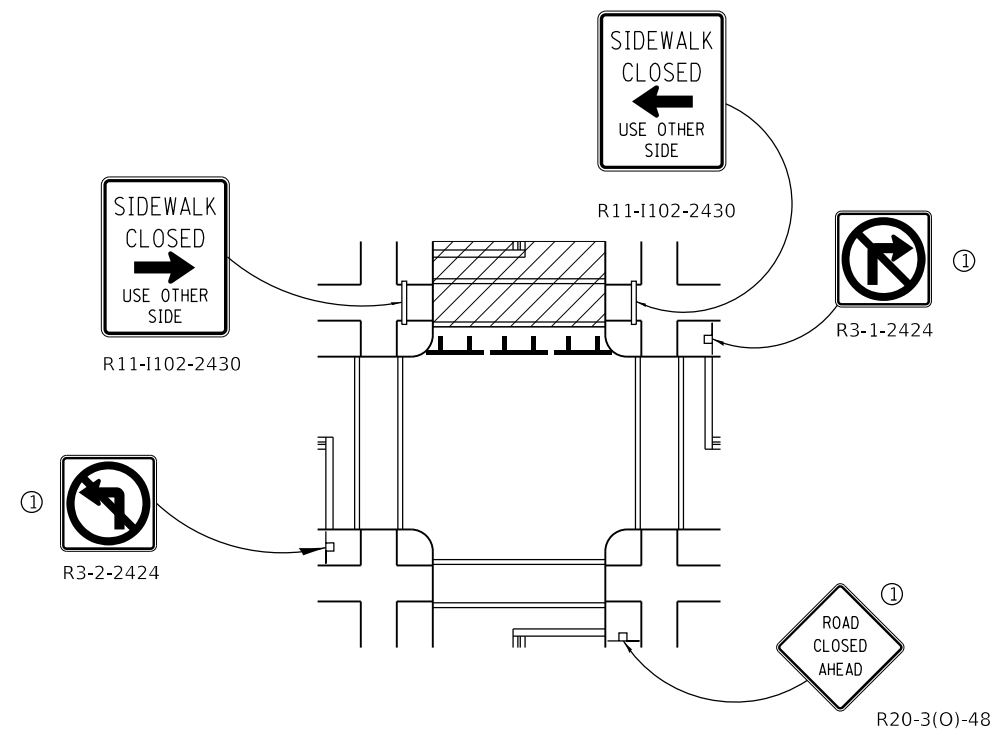
STANDARD 701801-06

Illinois Department of Transportation	
PASSED	April 1, 2016
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	

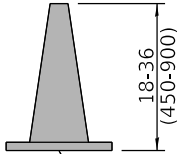
ISSUED 1-1-97



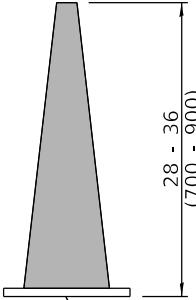
CORNER CLOSURE



CROSSWALK CLOSURE

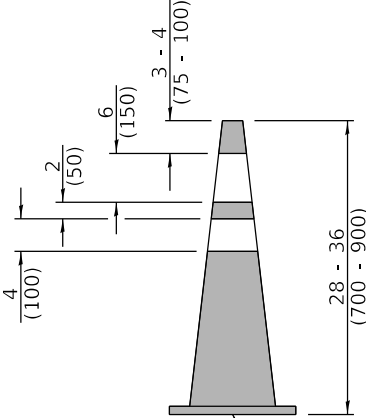


Orange
Posted speed < 45 mph

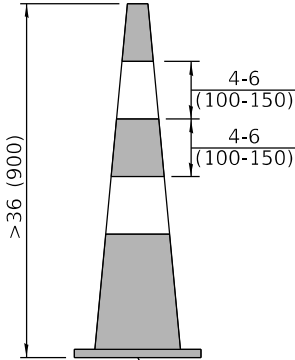


Orange
Any posted speed

DAYTIME USE

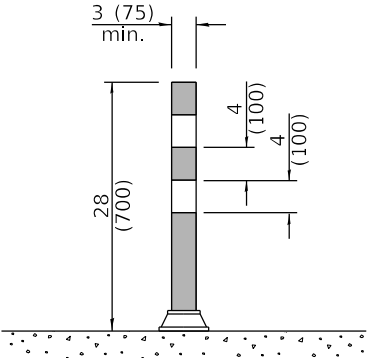


Any posted speed

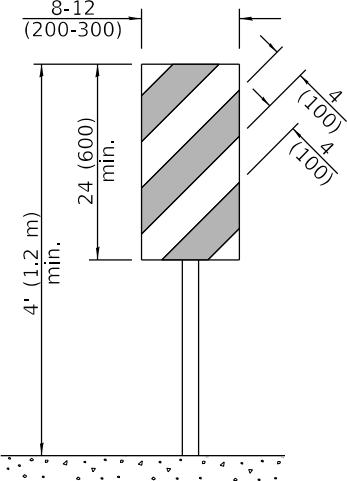


Any posted speed

CONES

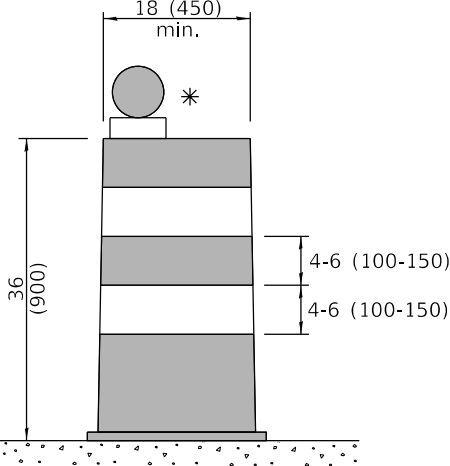


Any posted speed

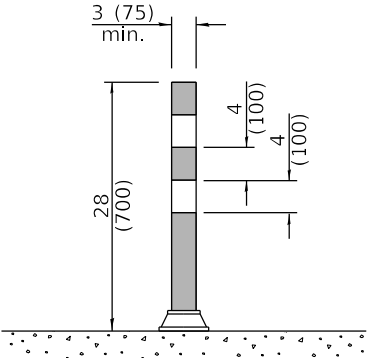


Any posted speed

DAY OR NIGHTTIME USE

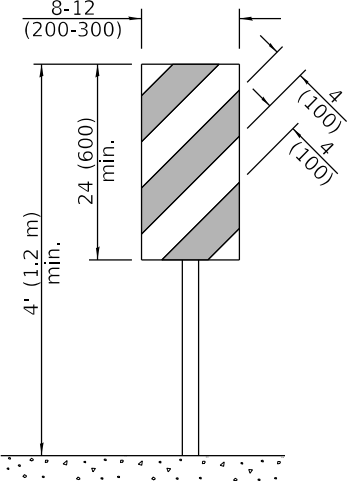


Any posted speed

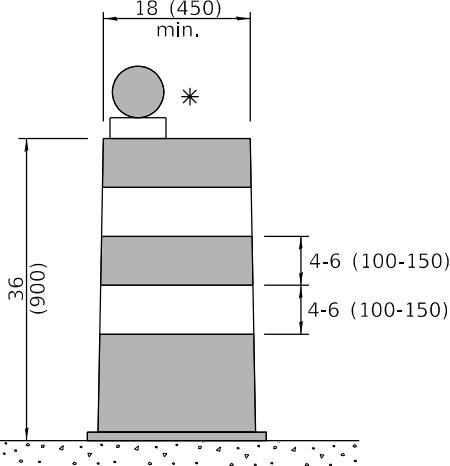


Any posted speed

TUBULAR MARKER

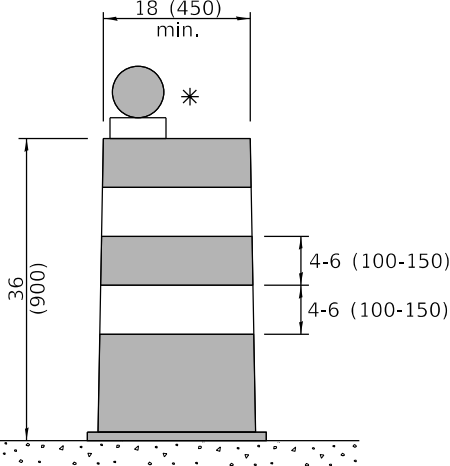


Any posted speed

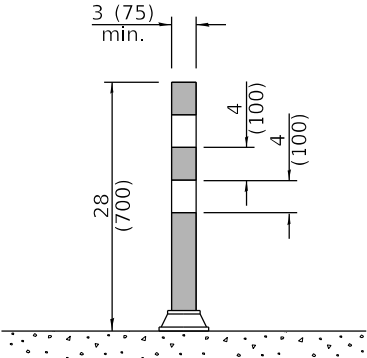


Any posted speed

VERTICAL PANEL
POST MOUNTED

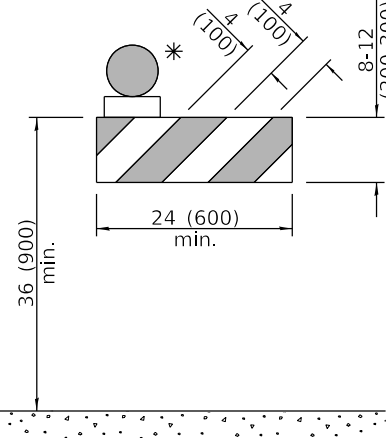


Any posted speed

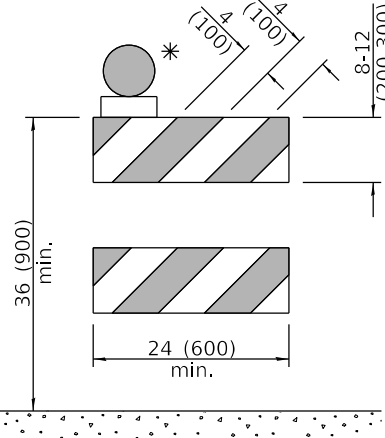


Any posted speed

DRUM

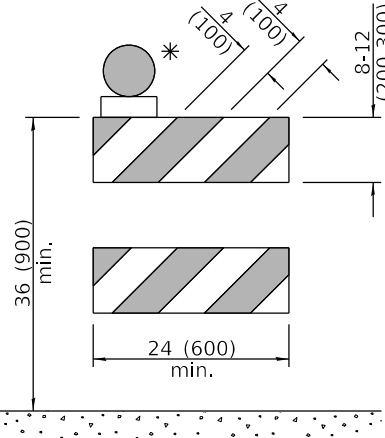


Any posted speed

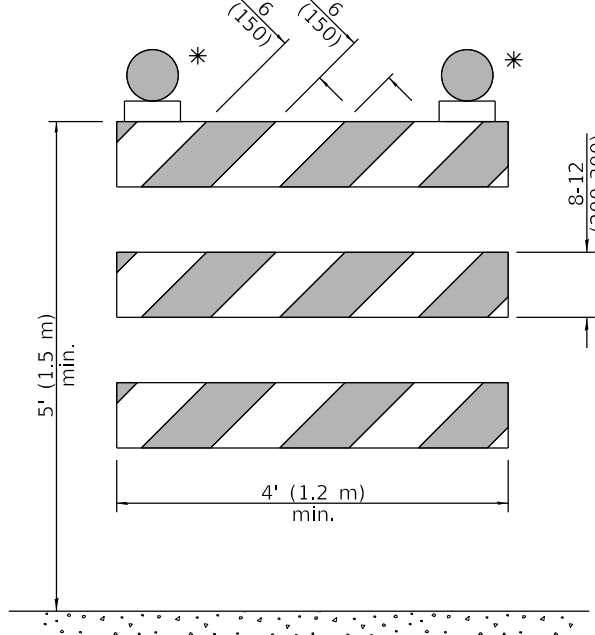


Any posted speed

TYPE I BARRICADE

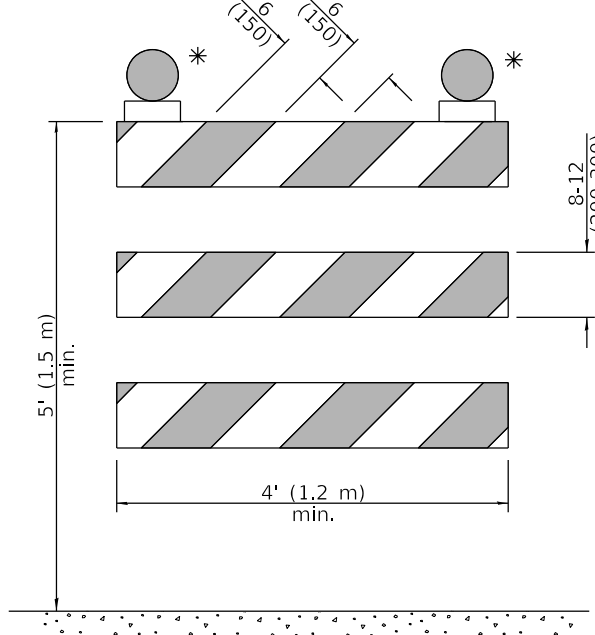


Any posted speed

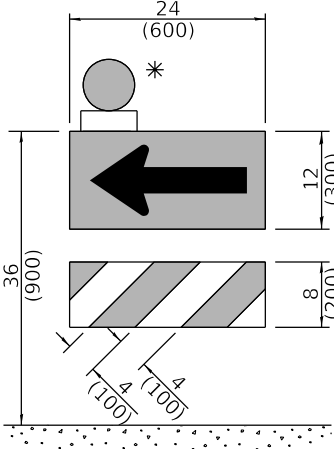


Any posted speed

TYPE II BARRICADE

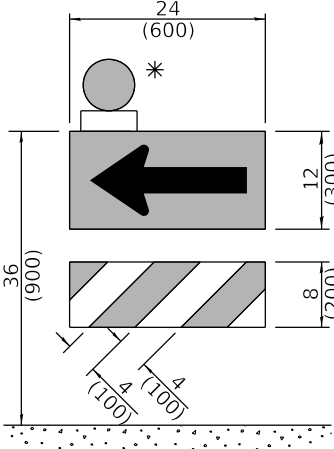


Any posted speed

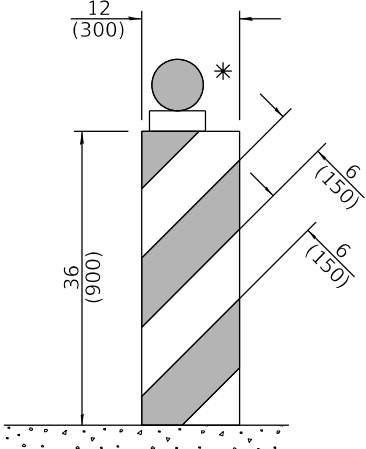


Any posted speed

TYPE III BARRICADE

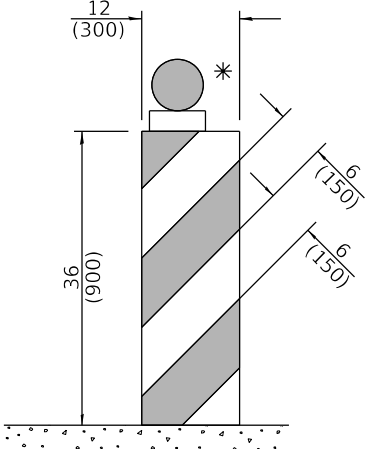


Any posted speed

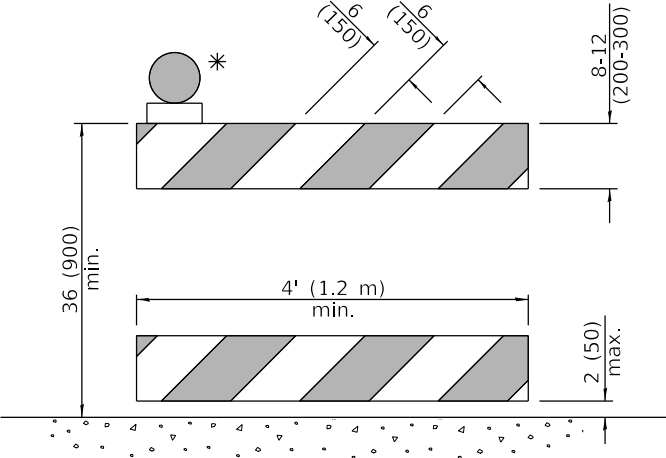


Any posted speed

DIRECTION INDICATOR
BARRICADE

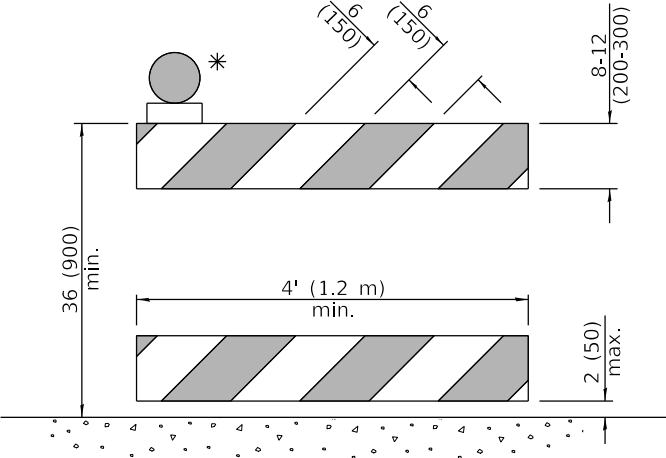


Any posted speed

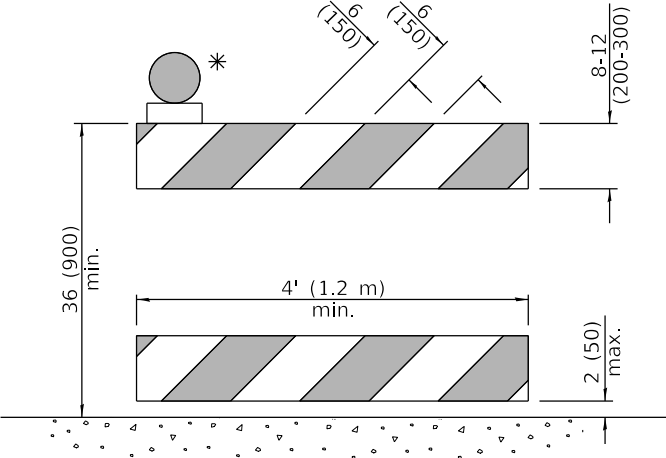


Any posted speed

VERTICAL BARRICADE




Any posted speed



Any posted speed

DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE



Illinois Department of Transportation

APPROVED January 1, 2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

DATE

1-1-19

1-1-18

REVISIONS

Revised cone usage and added cones >36" (900 m) height.

Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

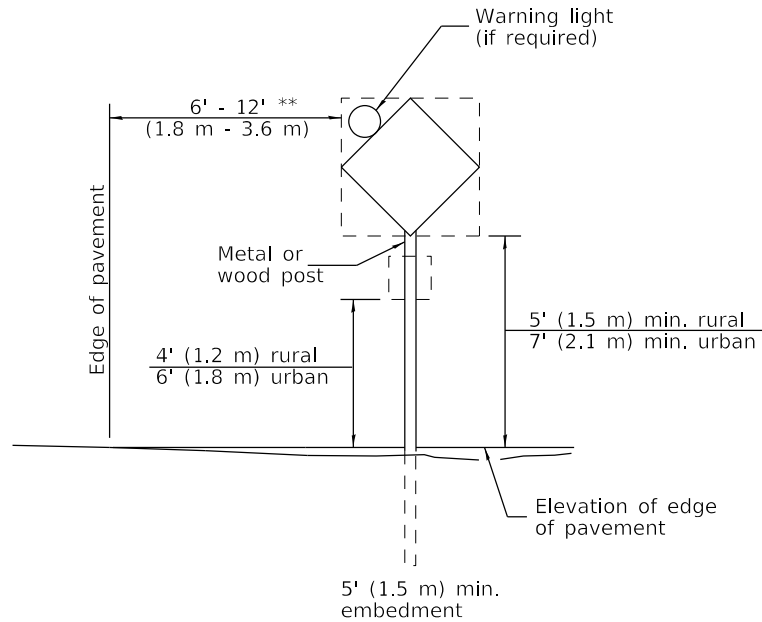
STANDARD 701901-08

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

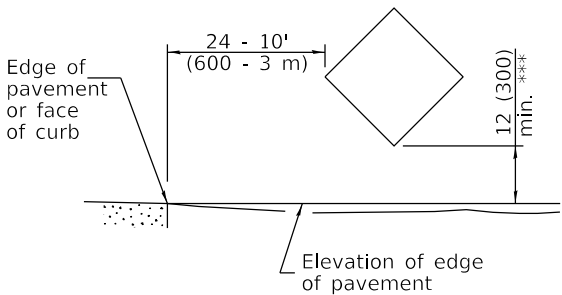
All dimensions are in inches (millimeters) unless otherwise shown.

* Warning lights (if required)



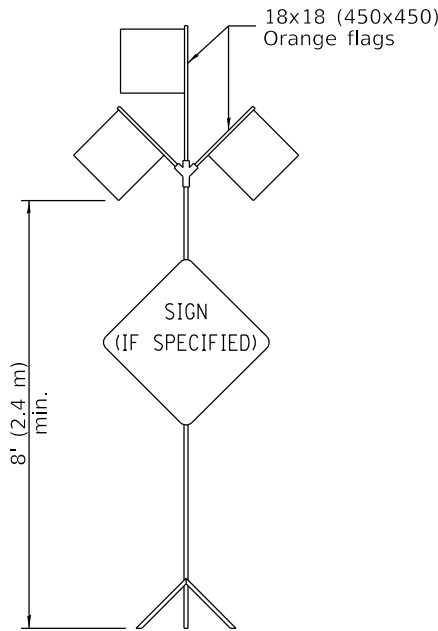
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES	END CONSTRUCTION
G20-I104(0)-6036	G20-I105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE	W21-III5(0)-3618
SPEED LIMIT XX	R2-1-3648
PHOTO ENFORCED	R10-I108p-3618 ****
\$XXX FINE MINIMUM	R2-I106p-3618

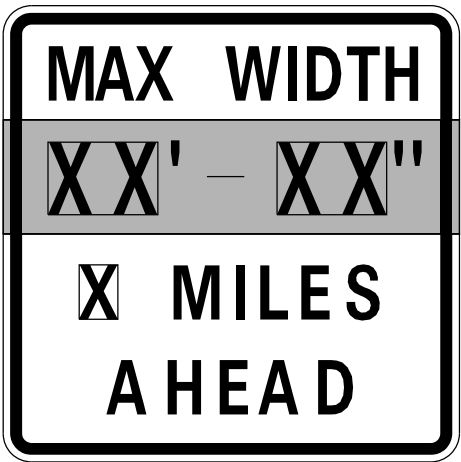
Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT	G20-I103-6036
---------------------------------	---------------

This sign shall be used when the above sign assembly is used.

**HIGHWAY CONSTRUCTION
SPEED ZONE SIGNS**

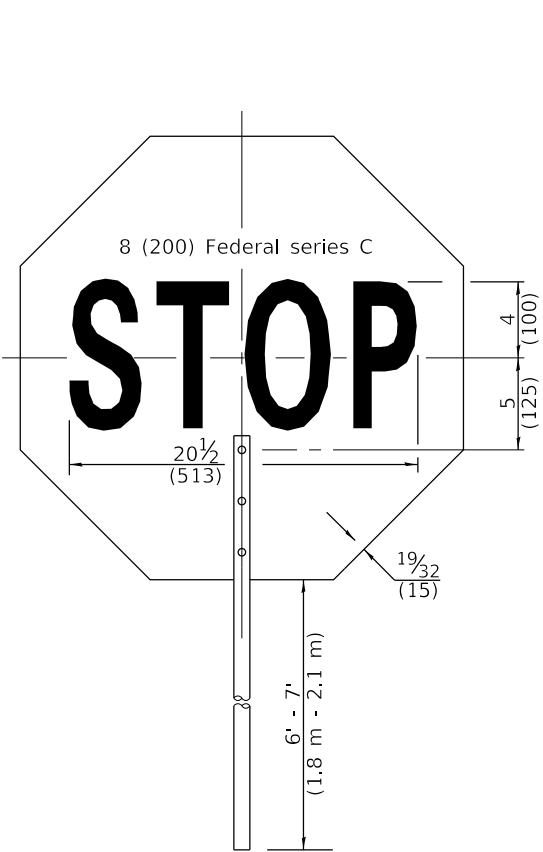
**** R10-I108p shall only be used along roadways under the jurisdiction of the State.



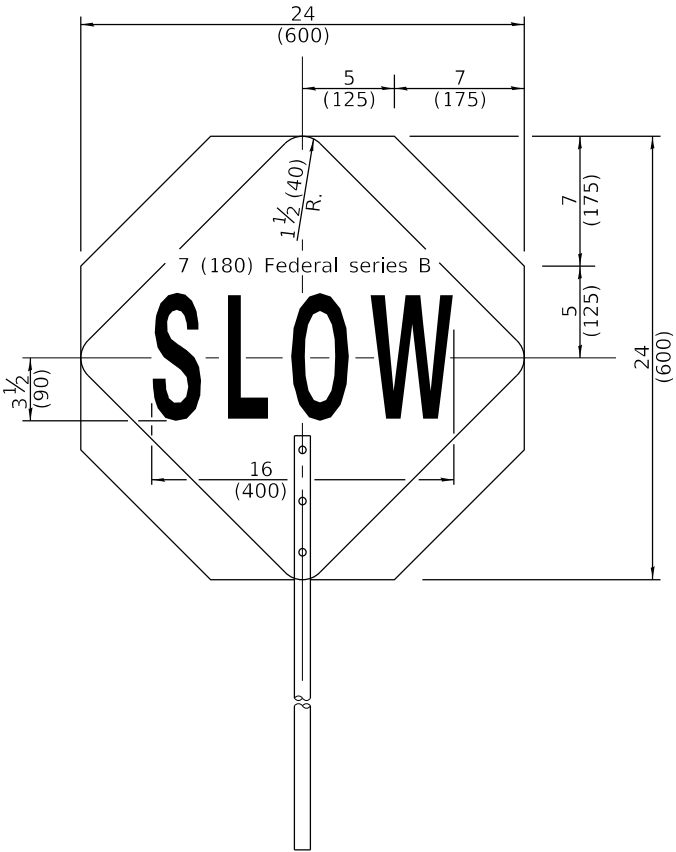
W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

APPROVED January 1, 2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019

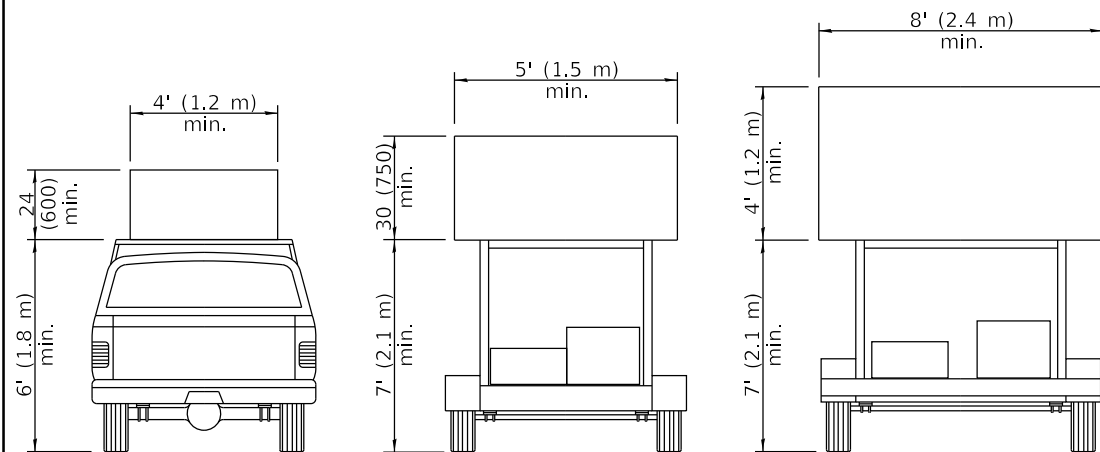
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

**TRAFFIC CONTROL
DEVICES**

(Sheet 2 of 3)

STANDARD 701901-08

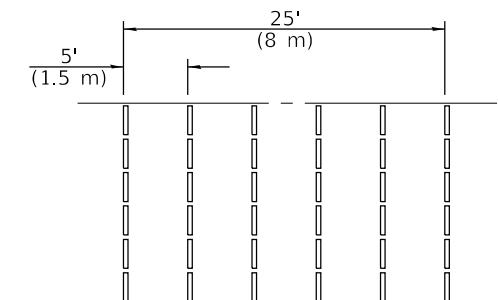
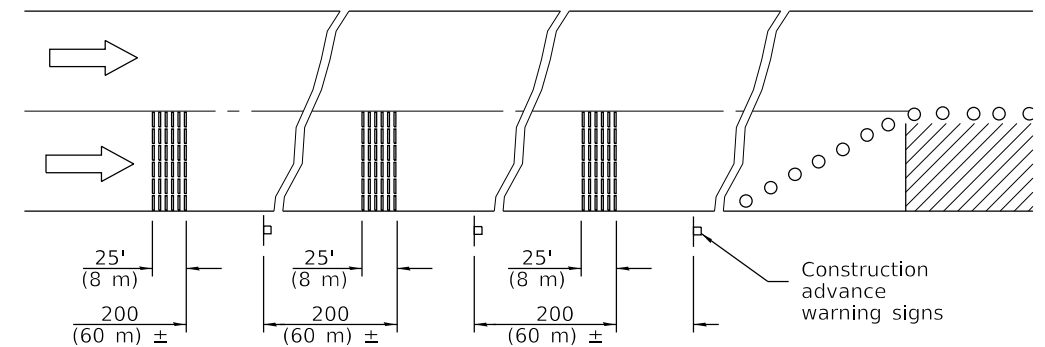
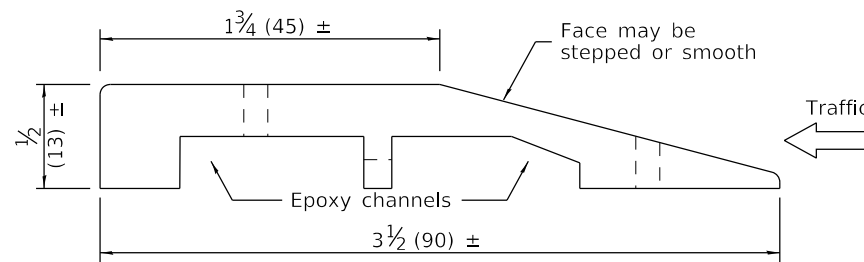
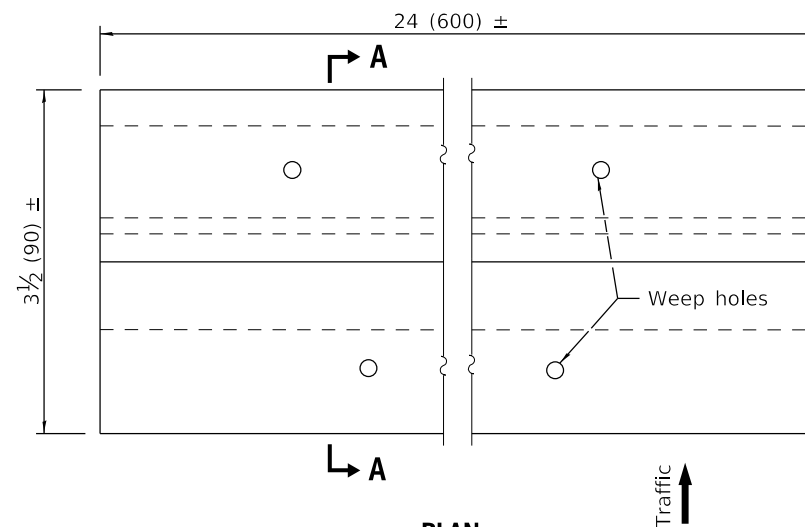


**TYPE A
ROOF
MOUNTED**

**TYPE B
ROOF OR TRAILER
MOUNTED**

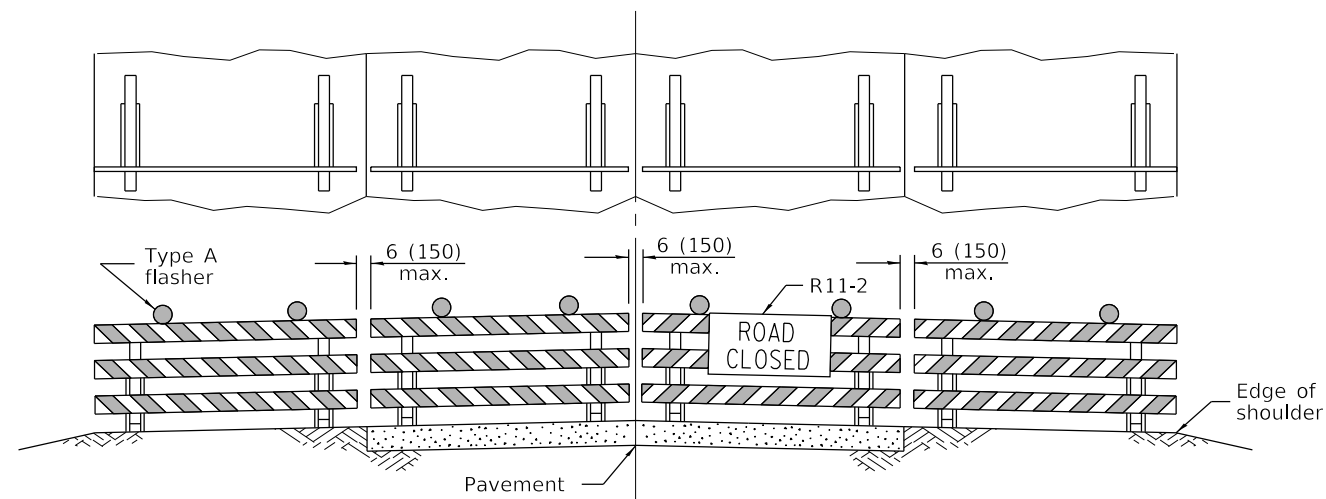
**TYPE C
TRAILER
MOUNTED**

ARROW BOARDS



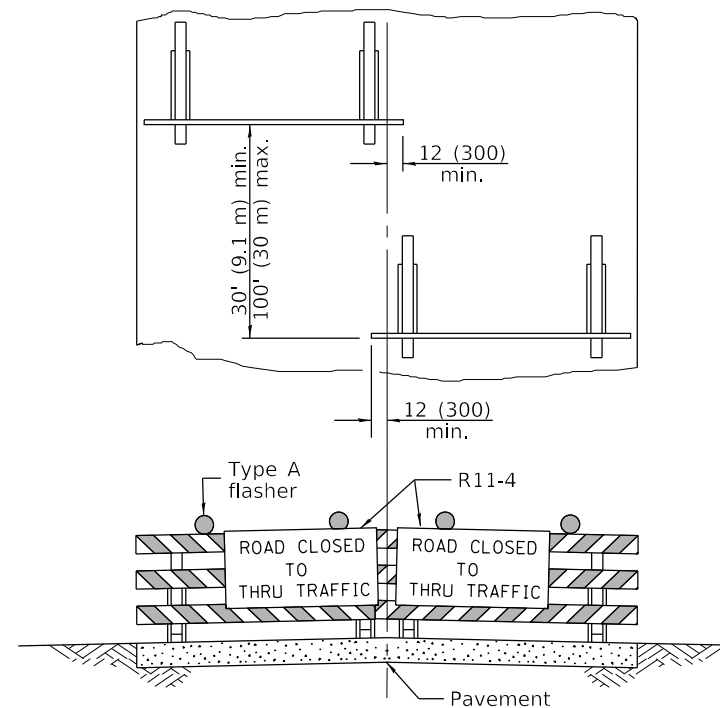
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

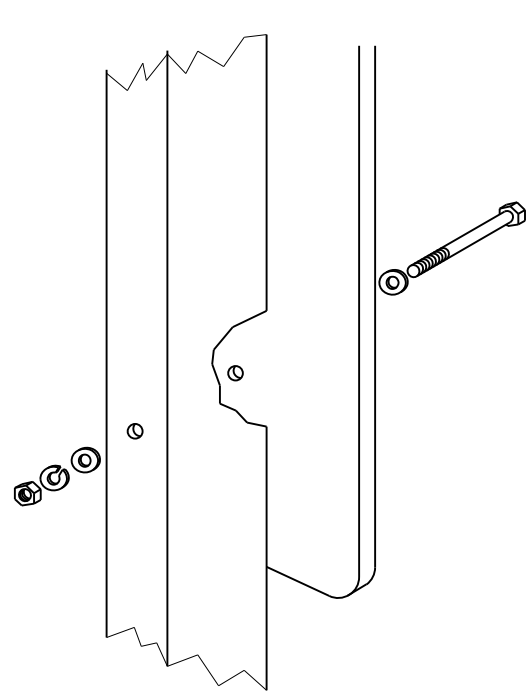
Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

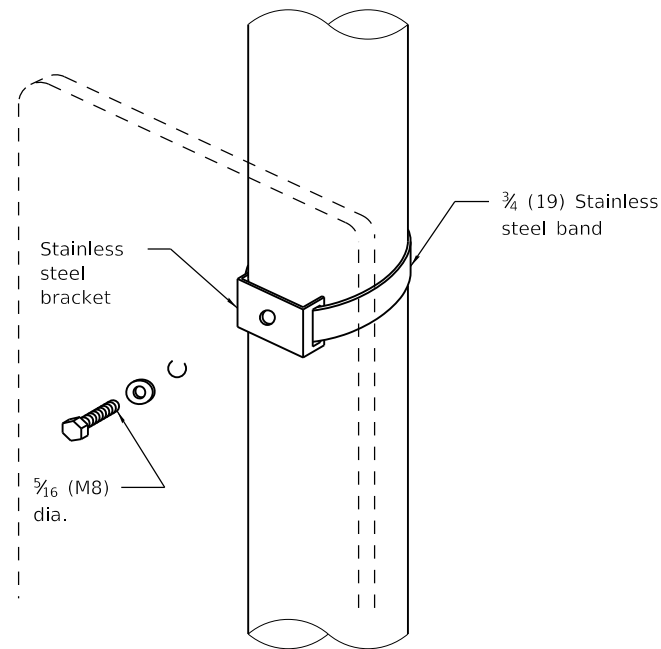
TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-08

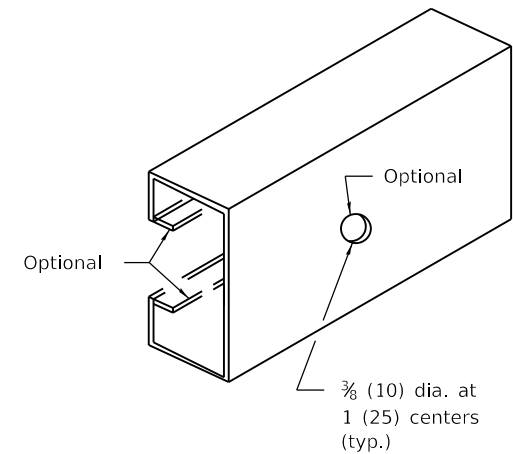
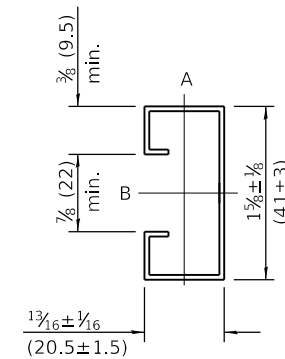


Sign panel 36 (900) wide or less

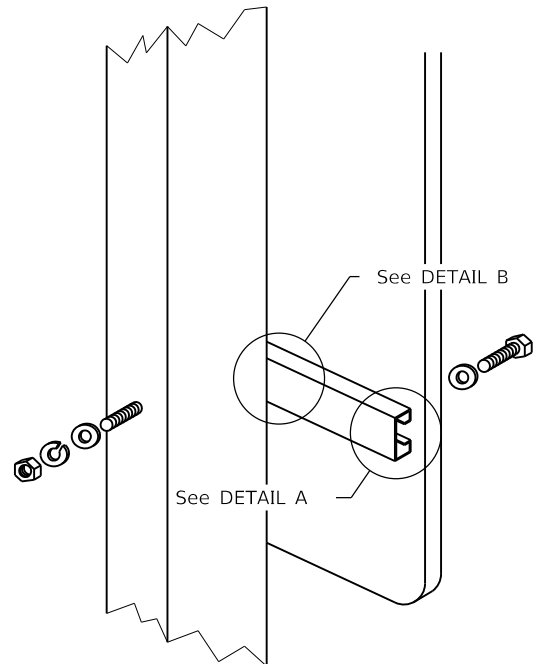


Sign panel 36 (900) wide or less

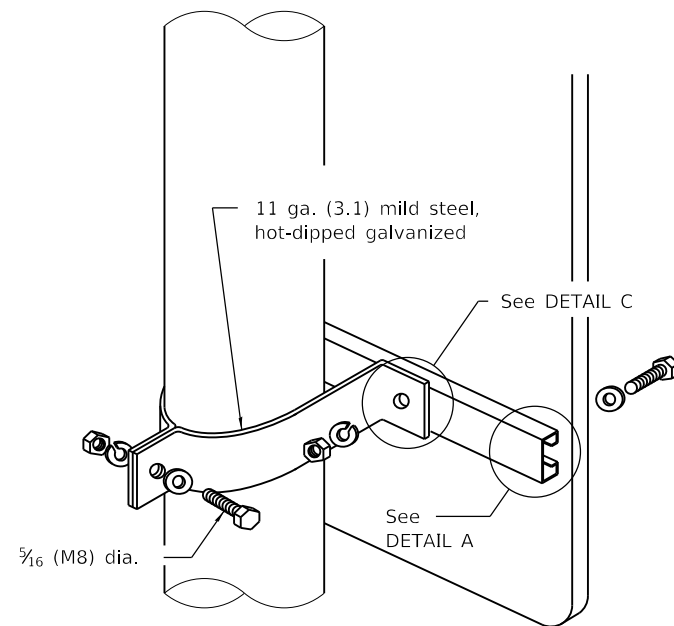
Section modulus (minimum)	Axis A	Axis B
Steel	0.050 in. ³ (819 mm ³)	0.105 in. ³ (1720 mm ³)
Aluminum	0.150 in. ³ (2458 mm ³)	0.315 in. ³ (5162 mm ³)



SUPPORTING CHANNEL DETAILS



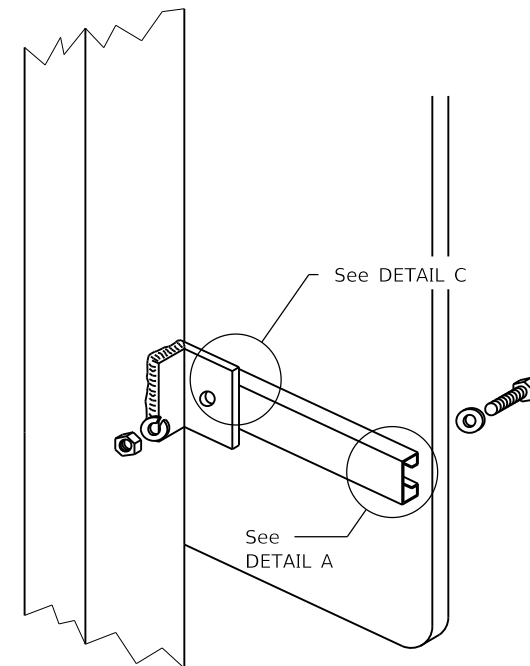
Sign panel over 36 (900) wide



Sign panel over 36 (900) wide

WOOD OR TELESCOPING STEEL POSTS

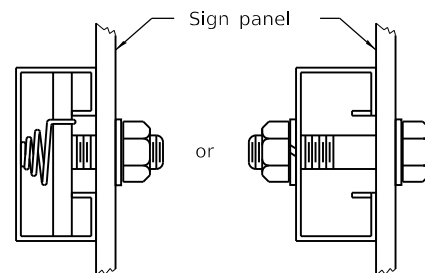
LIGHT OR SIGNAL STANDARDS



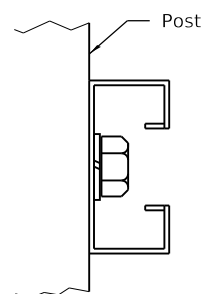
ROUTE MARKER ASSEMBLY

All dimensions are in inches (millimeters) unless otherwise shown.

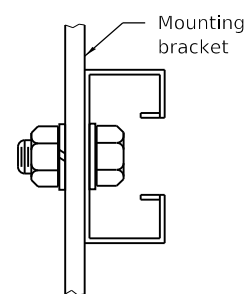
BREAKAWAY STEEL TUBING POSTS (All sign panel sizes)



DETAIL A



DETAIL B



DETAIL C

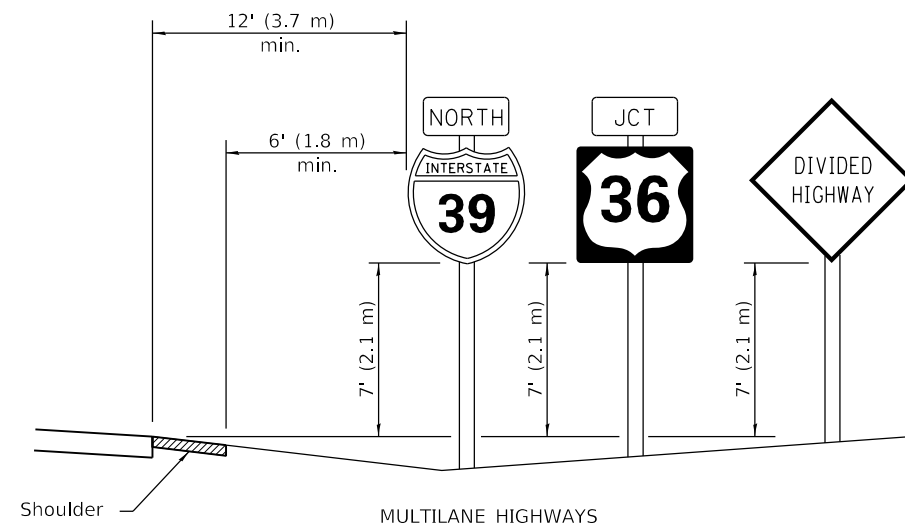
DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-97	Renum. Standard 2319-6.

SIGN PANEL MOUNTING DETAILS

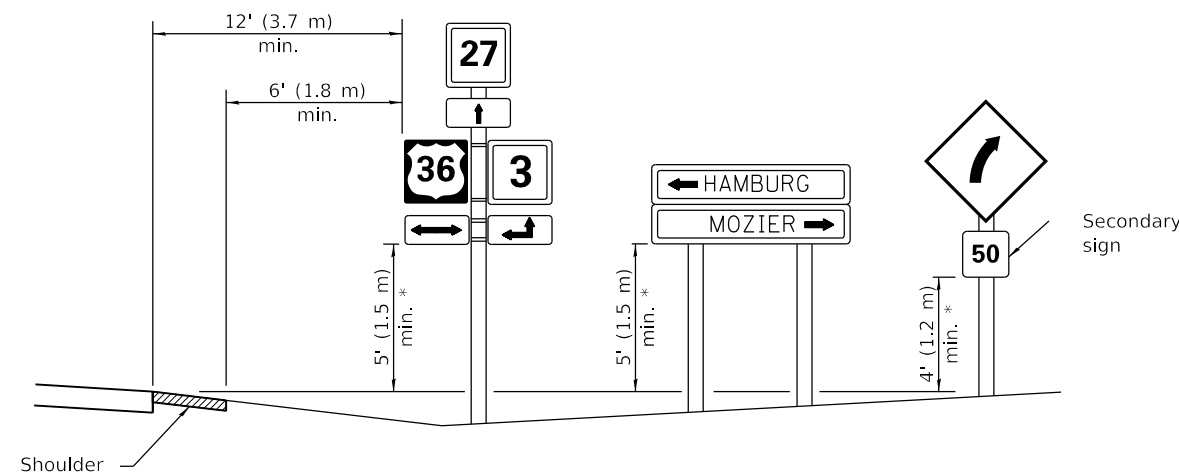
STANDARD 720001-01

	Illinois Department of Transportation
PASSED	January 1, 2009
ENGINEER OF OPERATIONS	
APPROVED	January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97

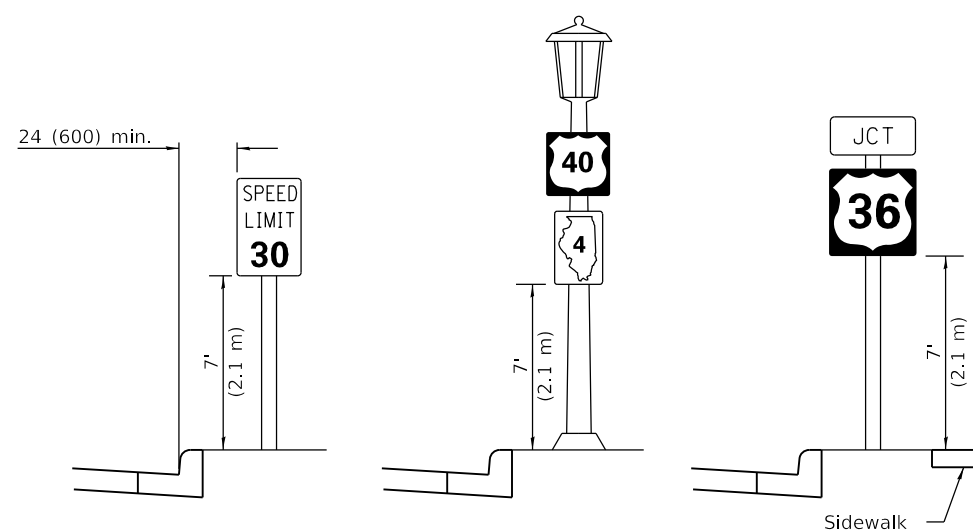


MULTILANE HIGHWAYS



* In any area where parking is likely to occur or where there are obstructions to view or where signs are located over sidewalks, the height shall be at least 7' (2.1 m).

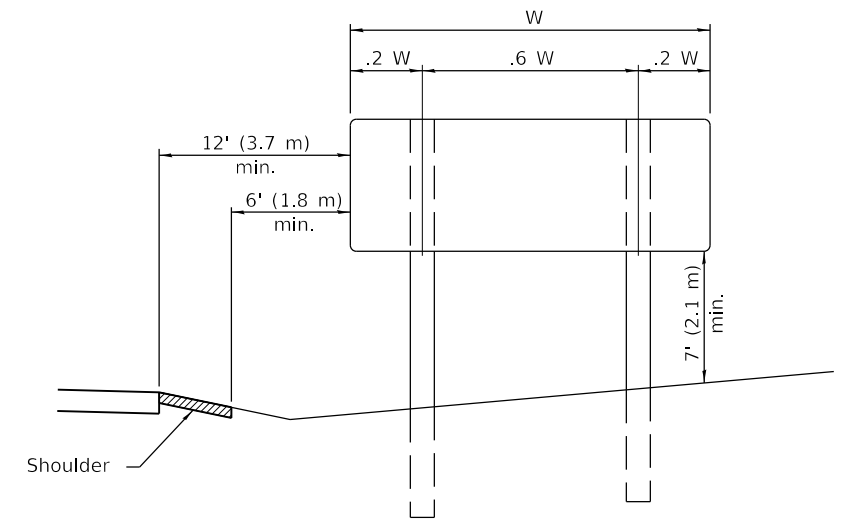
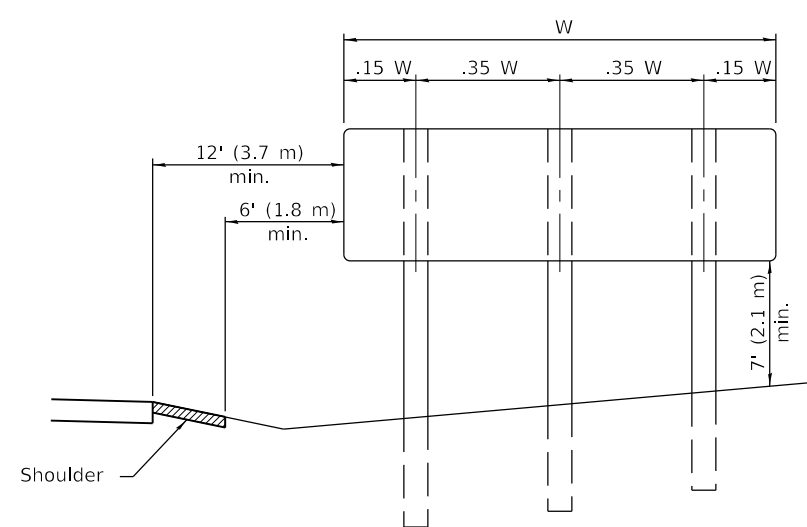
TWO LANE RURAL HIGHWAYS



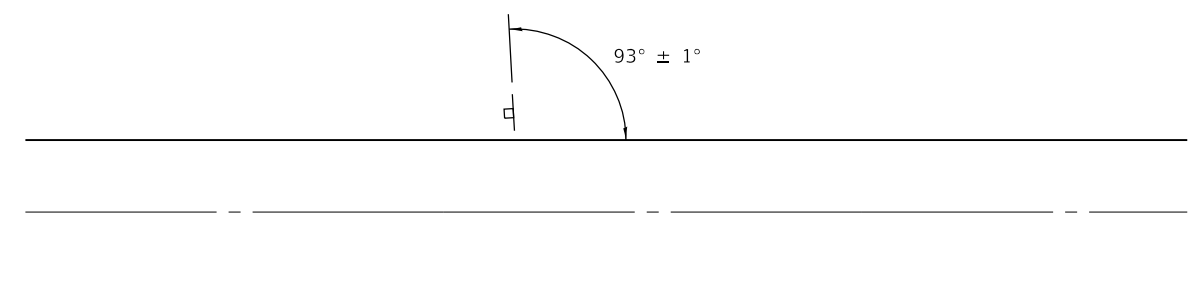
URBAN LOCATIONS

TYPICAL INSTALLATIONS

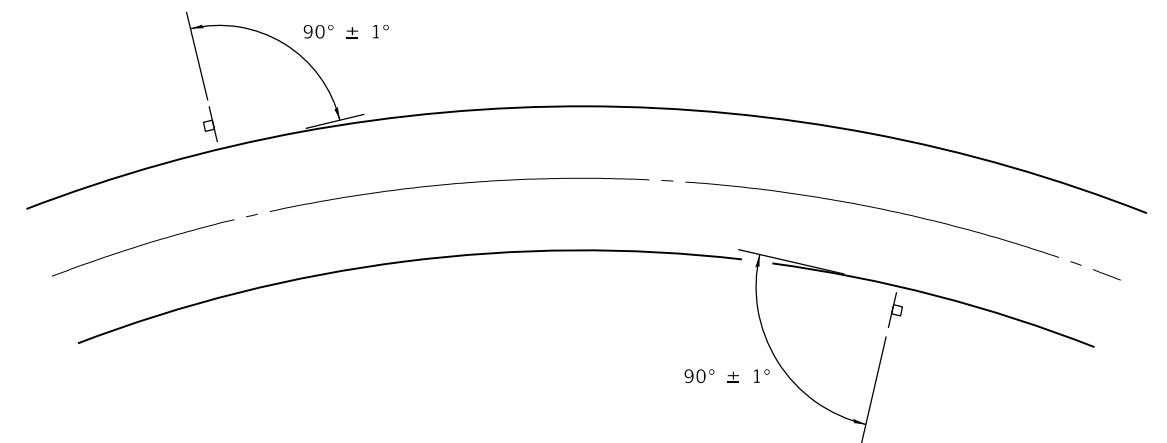
Signs in any area shall be erected to a uniform height above the edge of the pavement.



POST SPACING FOR NON-FREEWAY SIGN PANELS



TANGENT SECTION



CURVE SECTION

GROUND MOUNT SIGN POSITIONING

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Added shoulders and slopes.
	Changed sign distances
	from roadway and shoulder.
1-1-12	Rev. sign elev. for multilane
	hwy's. Revised sign elev. and
	dist. to curb for rural loc.

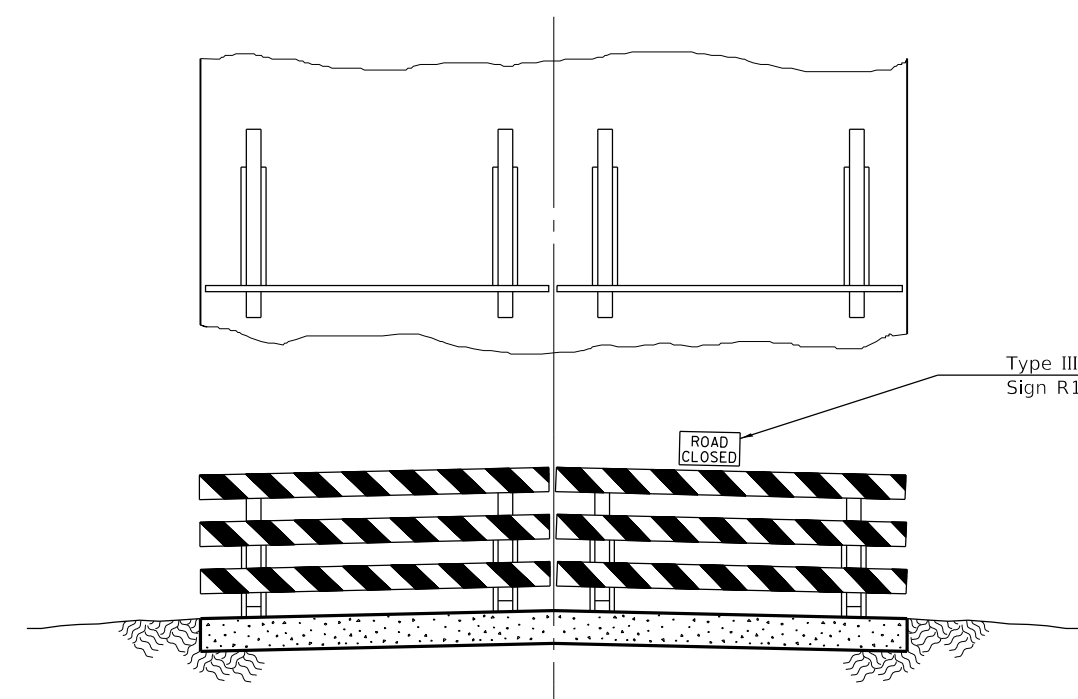
SIGN PANEL ERECTION DETAILS

STANDARD 720006-04

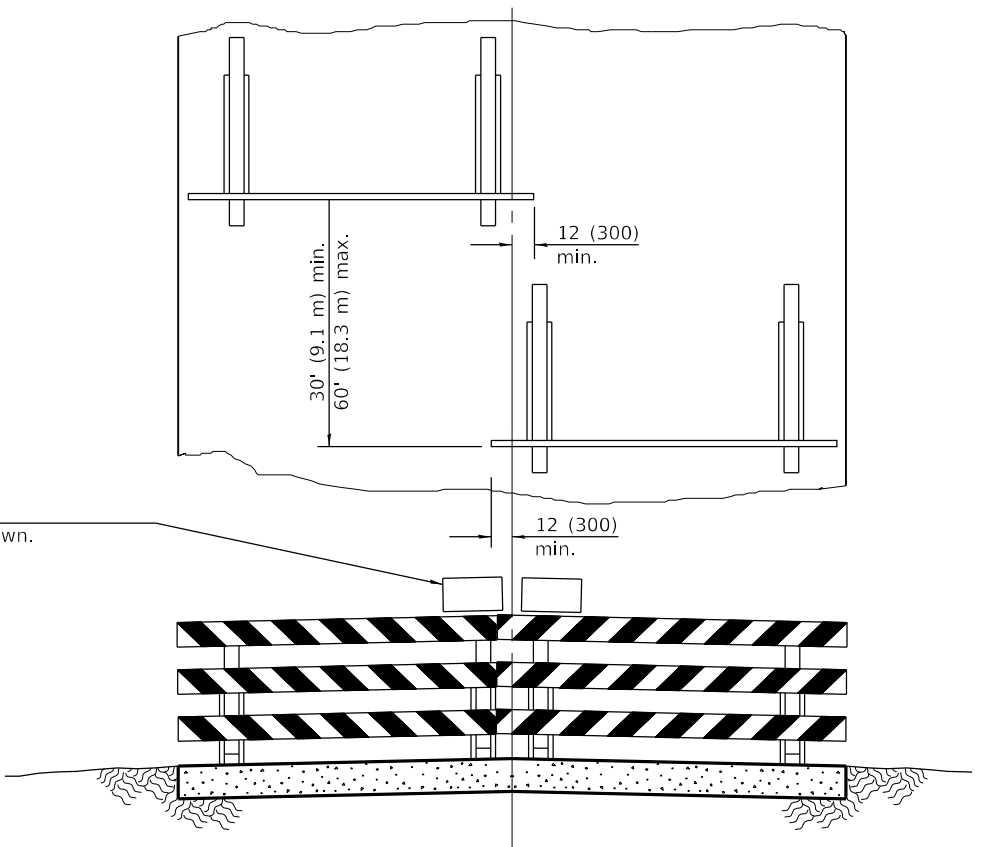
Illinois Department of Transportation

PASSED January 1, 2014
 ENGINEER OF OPERATIONS
 APPROVED January 1, 2014
 ENGINEER OF DESIGN AND ENVIRONMENT

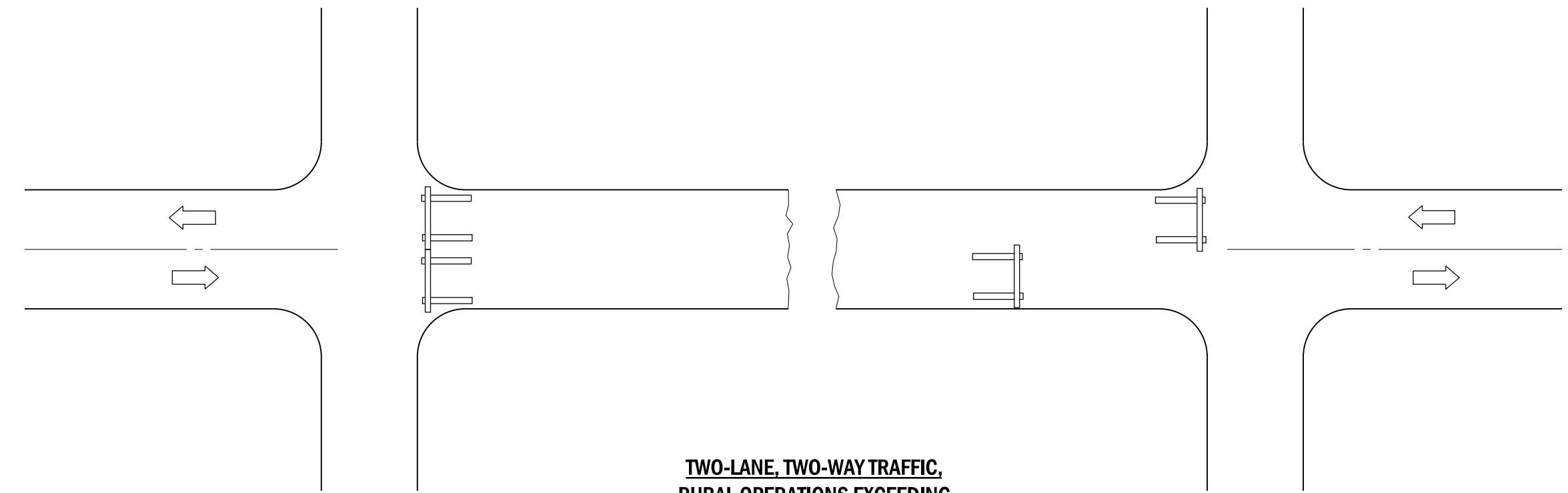
ISSUED 1-1-97



Resident traffic and day labor force's equipment to use road shoulder for passing barricade.



Use when shoulders are too narrow for passage of traffic.



TWO-LANE, TWO-WAY TRAFFIC,
RURAL OPERATIONS EXCEEDING
ONE DAYLIGHT PERIOD

GENERAL NOTES


Type III barricades to be width of pavement only.

Reflectorized striping shall appear on both sides of barricades. Barricades shall be positioned so that stripes slope downward toward the side on which traffic is to pass.

Although not shown, advance warning signs with minimum dimensions of 36x36 (900x900) and black legends on orange reflectorized backgrounds shall be utilized where needed.

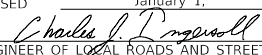
This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.

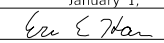


Illinois Department of Transportation

PASSED January 1, 2009


ENGINEER OF LOCAL ROADS AND STREETS

APPROVED January 1, 2009

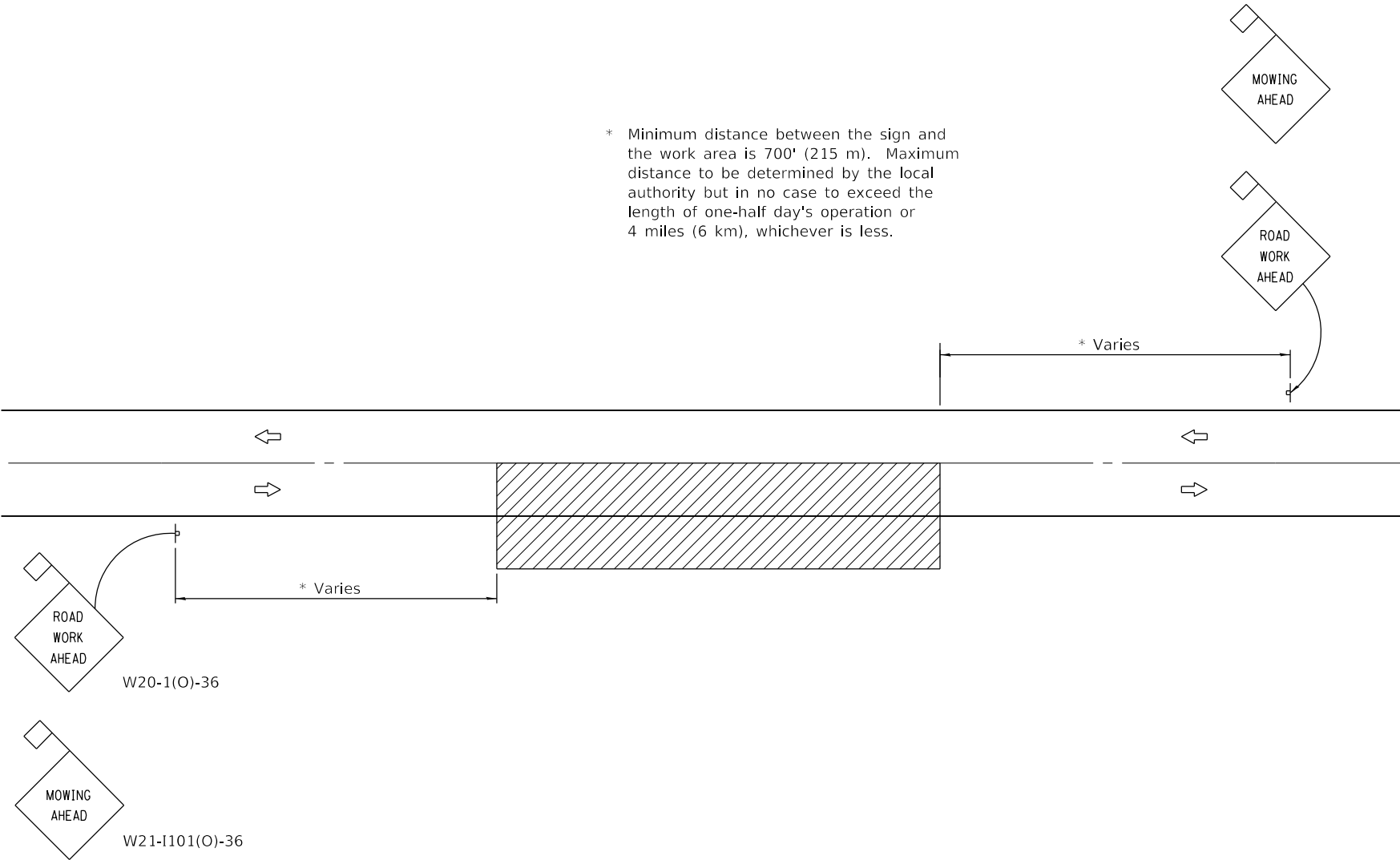

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-98	Rev. "R11-1" to "R11-4".
	Rev. 4th General Note.

**TRAFFIC CONTROL DEVICES -
DAY LABOR CONSTRUCTION**

STANDARD B.L.R. 17-4



TWO-LANE, TWO-WAY TRAFFIC
RURAL OPERATIONS
DAY OPERATIONS ONLY

SYMBOLS



Work area



Sign with 18x18 (450x450) min.
orange flag attached.

TYPICAL APPLICATIONS

MOWING
SPREADING AGGREGATE
WEED SPRAYING
SURFACE MAINTENANCE
BITUMINOUS RESURFACING
CRACK POURING
SHOULDER REPAIR
CLEANING DITCHES

GENERAL NOTES

Maintenance operations shall be confined to one traffic lane, leaving the opposite lane open to traffic. At least 500' (150 m) of both traffic lanes shall be available for traffic movement between work areas at intervals not greater than 1000' (300 m).

When operations are on the pavement and stationary or moving at a speed less than 4 mph (6 kph), a ONE LANE AHEAD, or other appropriate sign, shall be installed in each direction between the ROAD WORK AHEAD sign and the work area. The distance between this sign and the work area shall be a minimum of 400' (120 m) but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less. The distance between the two signs shall be approximately 400' (120 m).

All signs are to be removed at completion of the day's operation.

Any unattended obstacle, excavation, or pavement drop off greater than 3 (75) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their activities are restricted at all times to one side of the pavement.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

Applicable operations illustrated in Standard 701301 may be used when operations do not exceed 15 minutes on the pavement or 60 minutes on the shoulder respectively.

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.

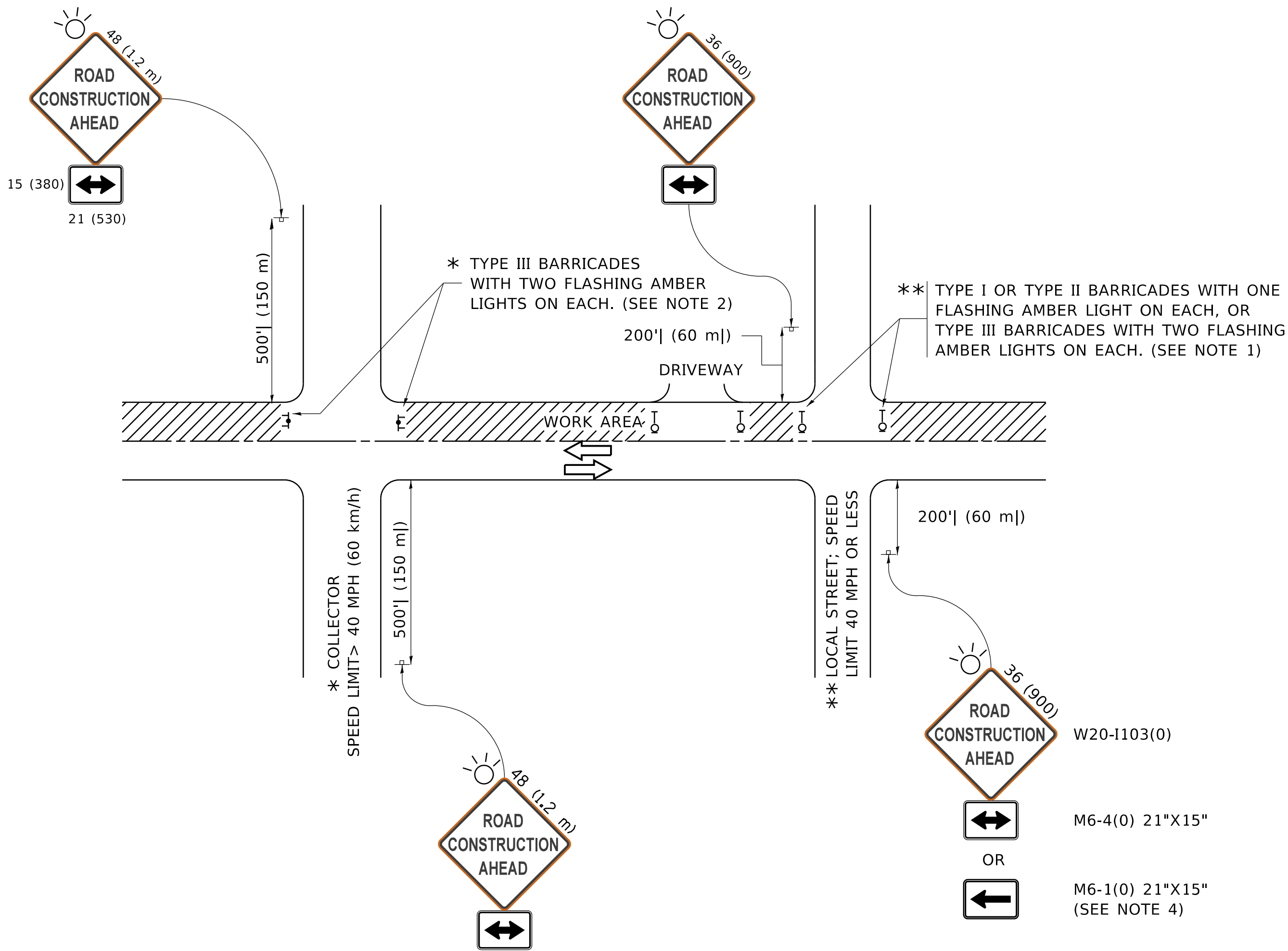
DATE	REVISIONS
1-1-15	Corrected RWA sign number.
1-1-09	Switched units to
	English (metric). Moved
	one General Note.

**TRAFFIC CONTROL DEVICES-
DAY LABOR MAINTENANCE**

STANDARD B.L.R. 18-6

PASSED January 1, 2015	
<i>James K. Klein</i>	
ENGINEER OF LOCAL ROADS AND STREETS	
APPROVED January 1, 2015	
<i>DR</i>	
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED 1-1-97	

MODEL: Default
FILE NAME: p:\u00084EB\DOT\Illinois.gov\RW\DOT\Documents\DOT_Offices\District_1\Projects\DUHS422\34\CAD\Data\CAD\Sheet\TC10.dgn



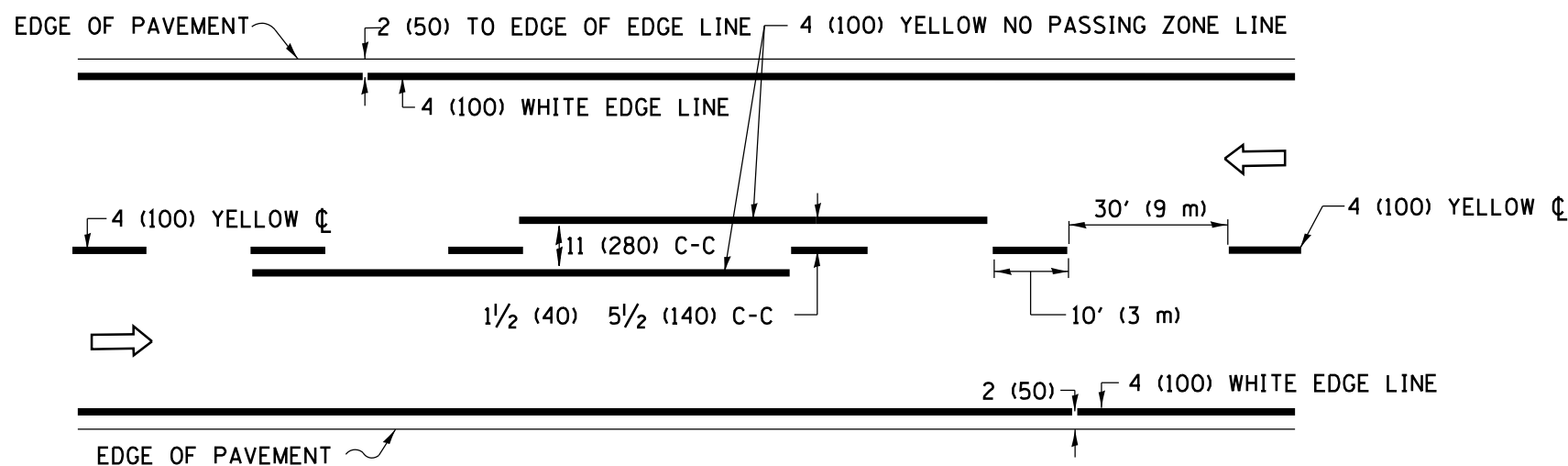
NOTES:

- SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
 - THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
- SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
 - THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
- CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
- WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE
- SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).
- WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARD(S). THE DIRECTIONAL ARROW (M6-1 OR M6-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
- ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.
- THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

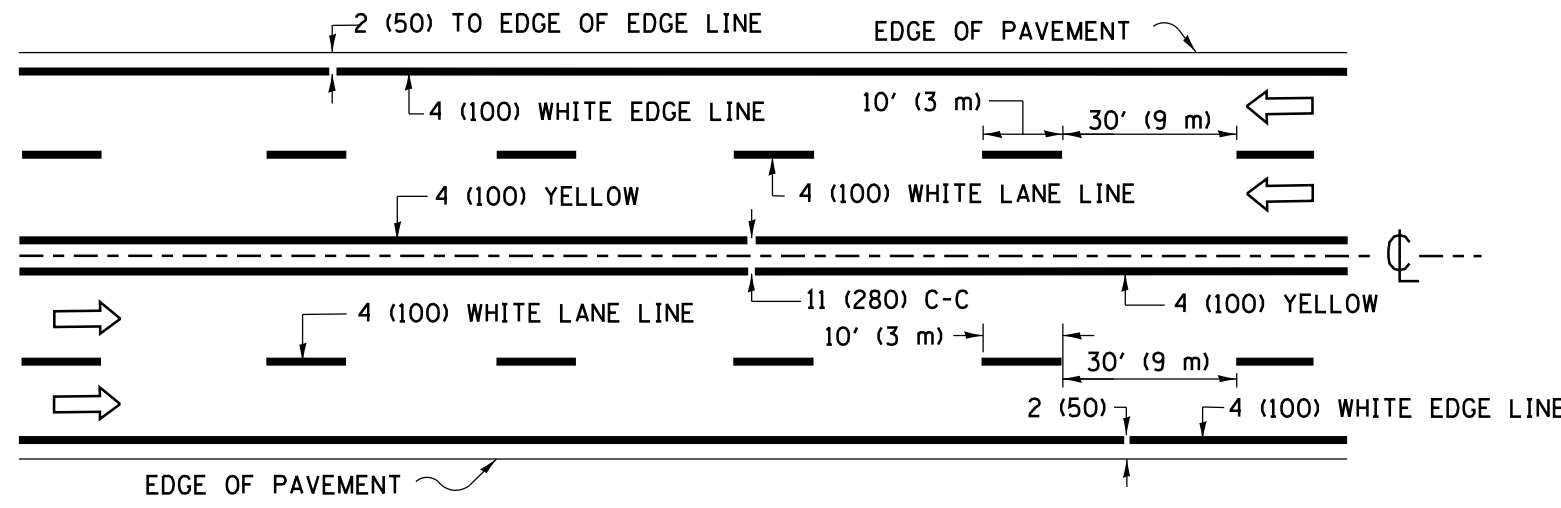
All dimensions are in inches (millimeters)
unless otherwise shown.

	USER NAME = footemj	DESIGNED - L.H.A.	REVISED - A. HOUSEH 10-15-96	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS					F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.	
		DRAWN -	REVISED - T. RAMMACHER 01-06-00												
	PLOT SCALE = 50.0000 ' / in.	CHECKED -	REVISED - A. SCHUETZE 07-01-13							TC-10					CONTRACT NO.
	PLOT DATE = 3/4/2019	DATE - 06-89	REVISED - A. SCHUETZE 09-15-16		SCALE: NONE					SHEET 1	OF 1 SHEETS	STA.	TO STA.		
	ILLINOIS FED. AID PROJECT														

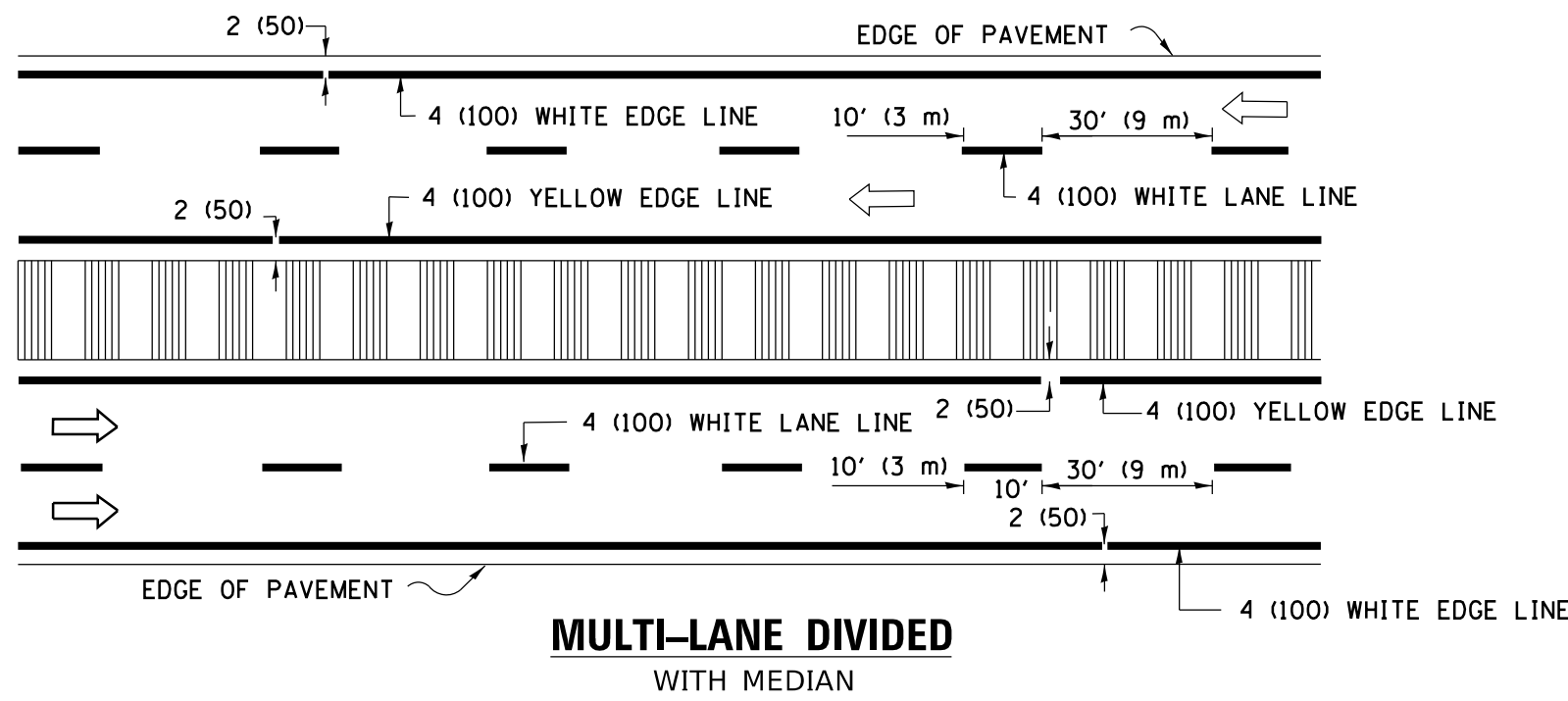
MODEL: Default
FILE NAME: p:\u00084EBID\NTEG\Illinois.gov\p\WIDOT\Documents\DOT_Offices\District_1\Projects\DUHS422\23\CADData\CADSheet\TC13.dgn
13-Apr-2019 10:34:37 AM User: goemmi



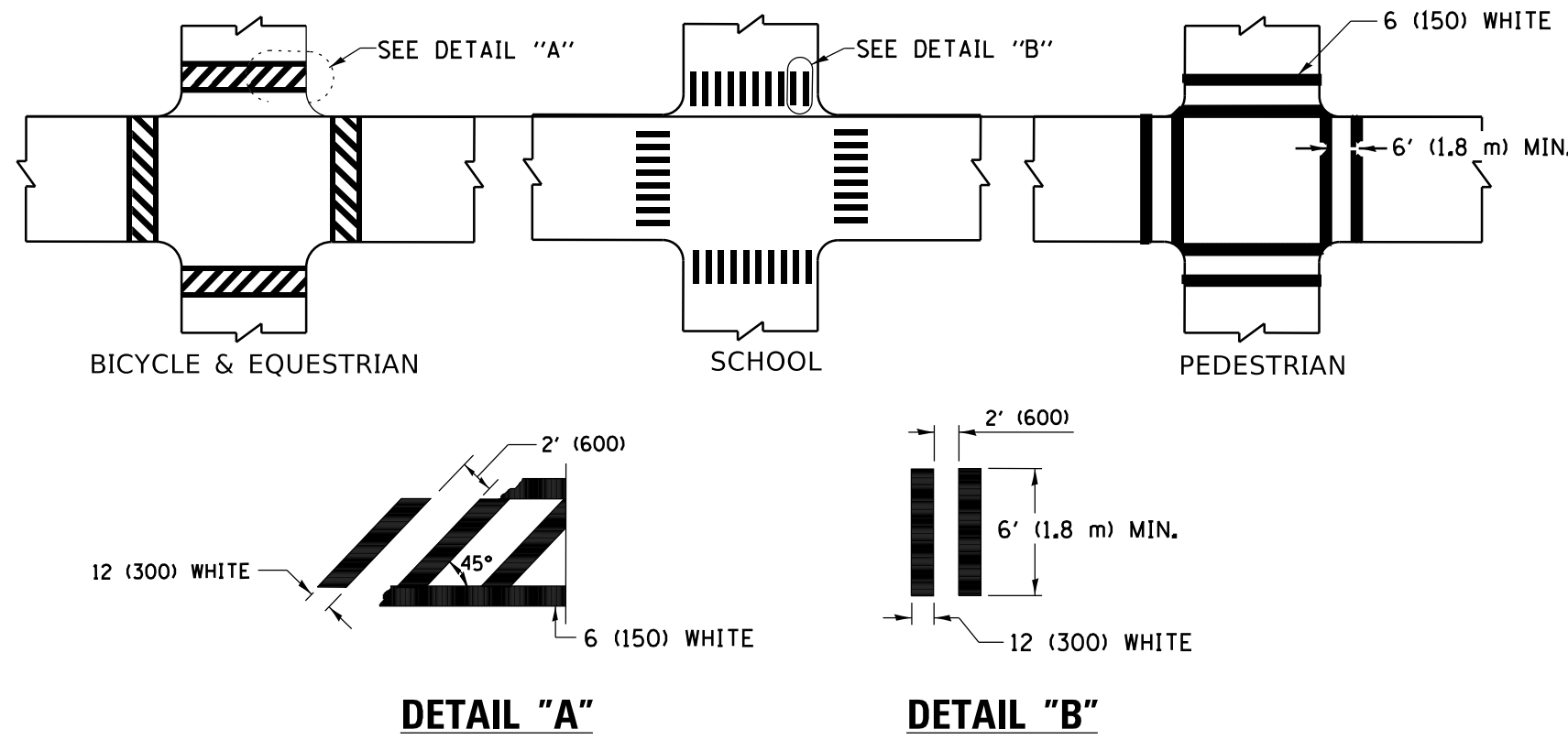
2-LANE ROADWAY



MULTI-LANE UNDIVIDED

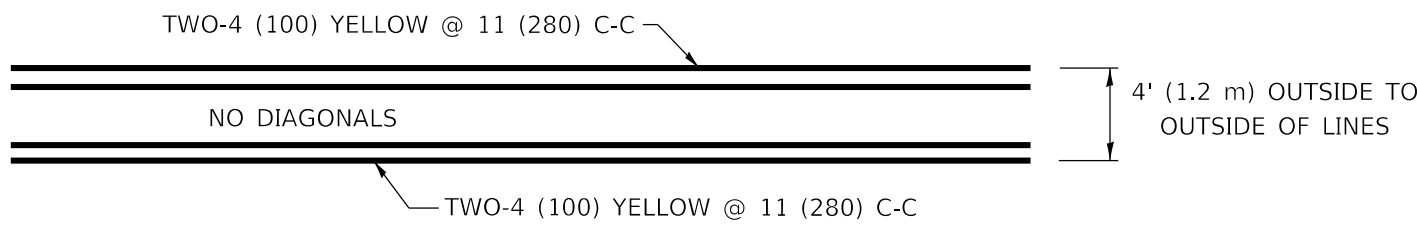


TYPICAL LANE AND EDGE LINE MARKING

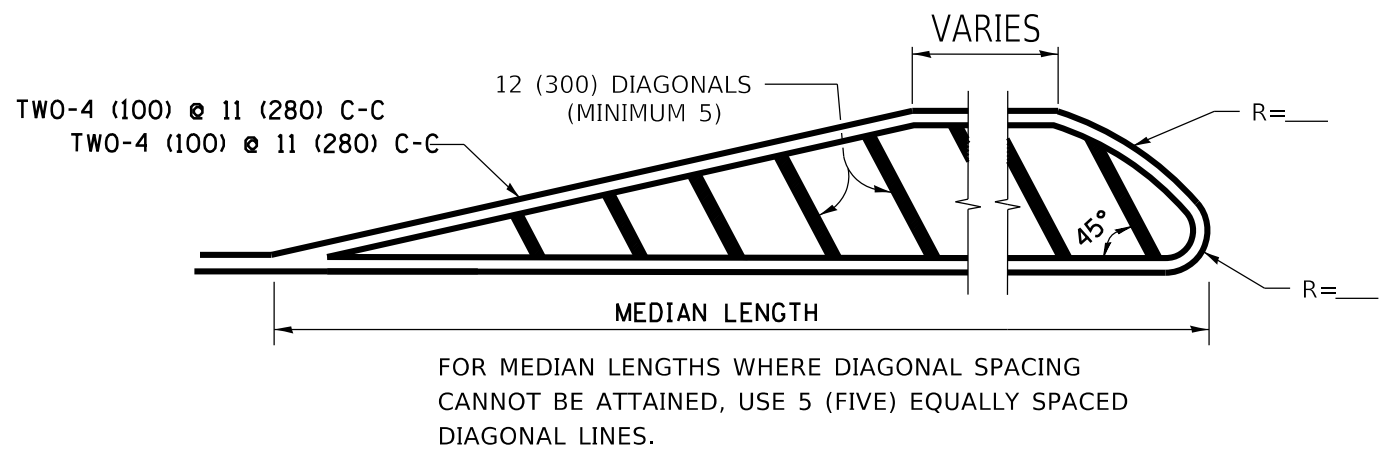


TYPICAL CROSSWALK MARKING

* MARKINGS SHALL BE INSTALLED PARALLEL TO THE CENTERLINE OF THE ROAD WHICH IT CROSSES

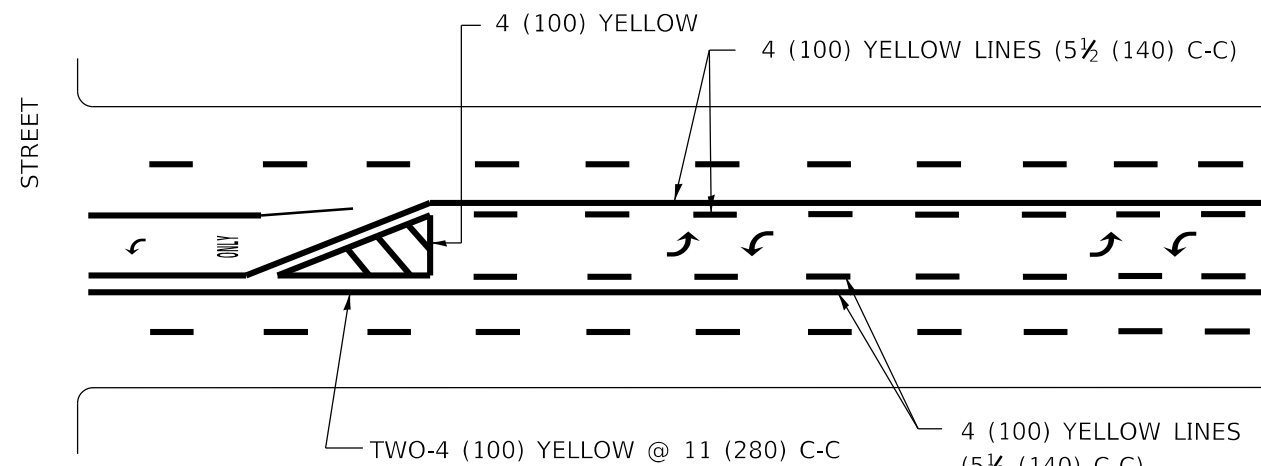


4' (1.2 m) WIDE MEDIANS ONLY

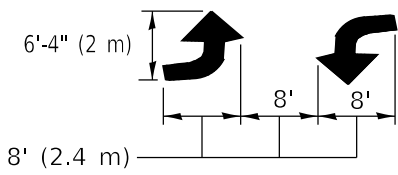


DIAGONAL LINE SPACING: 50' (15 m) C-C (LESS THAN 30MPH (50 km/h))
75' (25 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h))
150' (45 m) C-C (MORE THAN 45MPH (70 km/h))

MEDIANS OVER 4' (1.2 m) WIDE

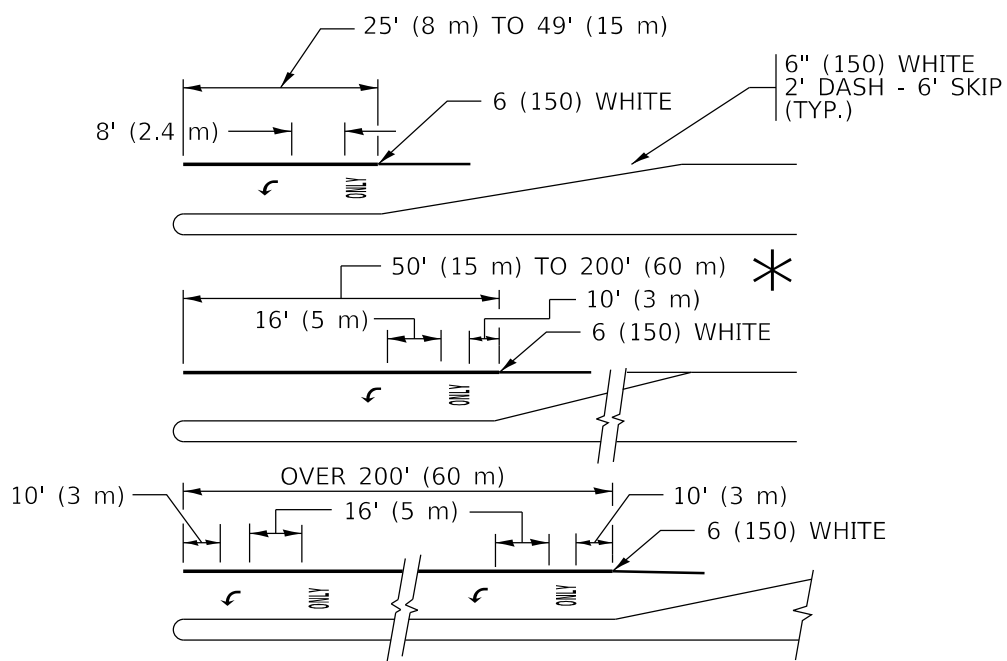


A MINIMUM OF TWO PAIRS OF TURN ARROWS SHALL BE USED, WHITE IN COLOR. ADDITIONAL PAIRS SHALL BE PLACED AT 200' (60 m) TO 300' (90 m) INTERVALS.



MEDIAN WITH TWO-WAY LEFT TURN LANE

TYPICAL PAINTED MEDIAN MARKING



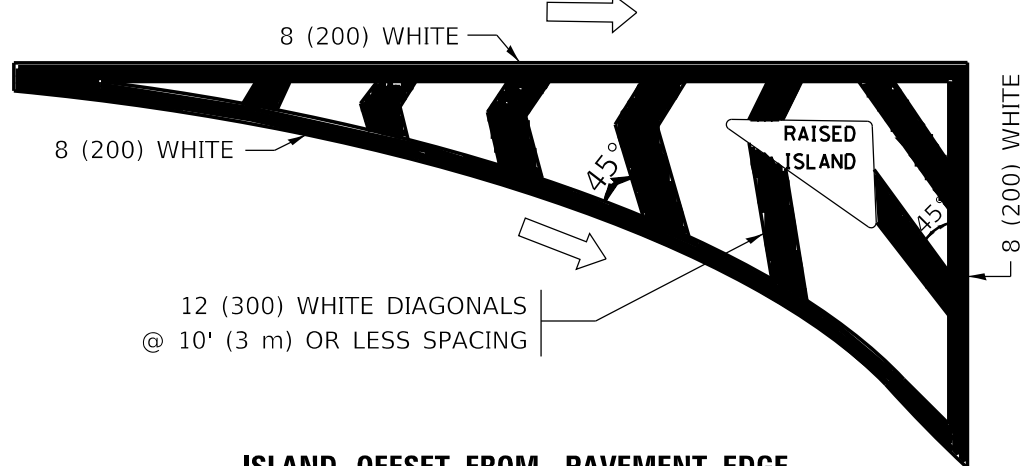
FULL SIZE LETTERS 8' (2.4 m) AND ARROWS SHALL BE USED.

AREA = 15.6 SQ. FT. (1.5 m²) ONLY AREA = 20.8 SQ. FT. (1.9 m²)

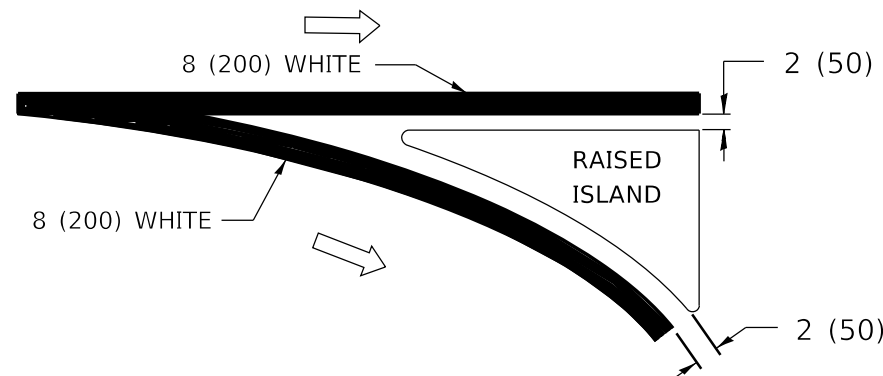
* TURN LANES IN EXCESS OF 400' (120 m) IN LENGTH MAY HAVE AN ADDITIONAL SET OF ARROW - "ONLY" INSTALLED MIDWAY BETWEEN THE OTHER TWO SETS OF ARROW - "ONLY".

TYPICAL LEFT (OR RIGHT) TURN LANE

TYPICAL TURN LANE MARKING

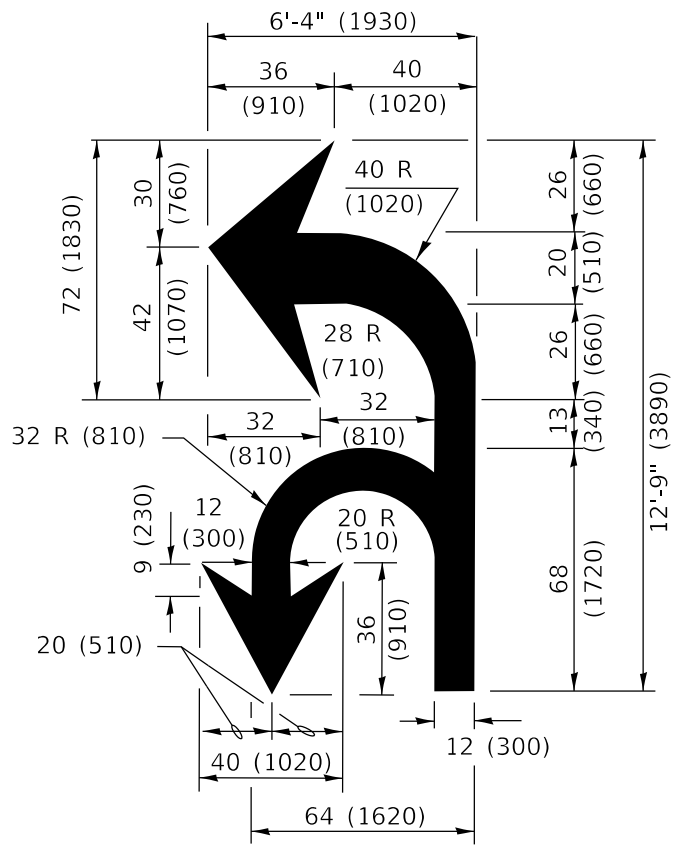


ISLAND OFFSET FROM PAVEMENT EDGE

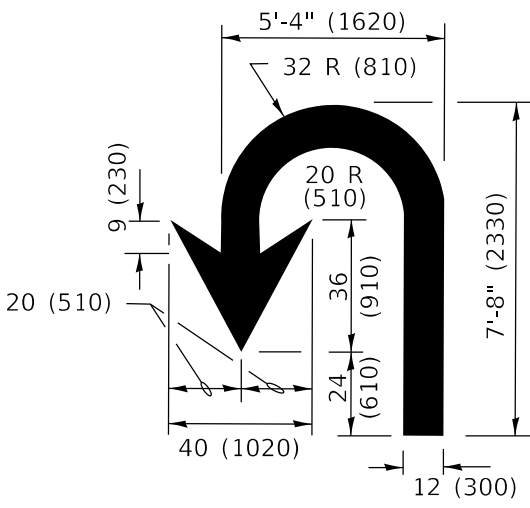


ISLAND AT PAVEMENT EDGE

TYPICAL ISLAND MARKING



COMBINATION LEFT AND U-TURN



U-TURN

LANE REDUCTION TRANSITION

* LANE REDUCTION ARROWS REQUIRED AT SPEEDS OF 45 MPH OR GREATER OR WHEN SPECIFIED IN PLANS.

TYPE OF MARKING	WIDTH OF LINE	PATTERN	COLOR	SPACING / REMARKS
CENTERLINE ON 2 LANE PAVEMENT	4 (100)	SKIP-DASH	YELLOW	10' (3 m) LINE WITH 30' (9 m) SPACE
CENTERLINE ON MULTI-LANE UNDIVIDED PAVEMENT	2 @ 4 (100)	SOLID	YELLOW	11 (280) C-C
NO PASSING ZONE LINES: FOR ONE DIRECTION FOR BOTH DIRECTIONS	4 (100) 2 @ 4 (100)	SOLID SOLID	YELLOW YELLOW	5½ (140) C-C FROM SKIP-DASH CENTERLINE 11 (280) C-C OMIT SKIP-DASH CENTERLINE BETWEEN
LANE LINES	4 (100) 5 (125) ON FREEWAYS	SKIP-DASH SKIP-DASH	WHITE WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE
DOTTED LINES (EXTENSIONS OF CENTER, LANE OR TURN LANE MARKINGS)	SAME AS LINE BEING EXTENDED	SKIP-DASH	SAME AS LINE BEING EXTENDED	2' (600) LINE WITH 6' (1.8 m) SPACE
EDGE LINES	4 (100)	SOLID	YELLOW-LEFT WHITE-RIGHT	OUTLINE MEDIANS IN YELLOW
TURN LANE MARKINGS	6 (150) LINE: FULL SIZE LETTERS & SYMBOLS (8' (2.4m))	SOLID	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL
TWO WAY LEFT TURN MARKING	2 @ 4 (100) EACH DIRECTION 8' (2.4m) LEFT ARROW	SKIP-DASH AND SOLID IN PAIRS	YELLOW WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE FOR SKIP-DASH; 5½ (140) C-C BETWEEN SOLID LINE AND SKIP-DASH LINE SEE TYPICAL TWO-WAY LEFT TURN MARKING DETAIL
CROSSWALK LINES (PEDESTRIAN) A. DIAGONALS (BIKE & EQUESTRIAN) B. LONGTUDINAL BARS (SCHOOL)	2 @ 6 (150) 12 (300) @ 45° 12 (300) @ 90°	SOLID SOLID SOLID	WHITE WHITE WHITE	NOT LESS THAN 6' (1.8 m) APART 2' (600) APART 2' (600) APART SEE TYPICAL CROSSWALK MARKING DETAILS.
STOP LINES	24 (600)	SOLID	WHITE	PLACE 4' (1.2 m) IN ADVANCE OF AND PARALLEL TO CROSSWALK, IF PRESENT. OTHERWISE, PLACE AT DESIRED STOPPING POINT. PARALLEL TO CROSSROAD CENTERLINE, WHERE POSSIBLE
PAINTED MEDIANS	2 @ 4 (100) WITH 12 (300) DIAGONALS @ 45° NO DIAGONALS USED FOR 4' (1.2 m) WIDE MEDIANS	SOLID	YELLOW: TWO WAY TRAFFIC WHITE: ONE WAY TRAFFIC	11 (280) C-C FOR THE DOUBLE LINE SEE TYPICAL PAINTED MEDIAN MARKING.
GORE MARKING AND CHANNELIZING LINES	8 (200) WITH 12 (300) DIAGONALS @ 45°	SOLID	WHITE	DIAGONALS: 15' (4.5 m) C-C (LESS THAN 30MPH (50 km/h)) 20' (6 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h)) 30' (9 m) C-C (OVER 45MPH (70 km/h))
RAILROAD CROSSING	24 (600) TRANSVERSE LINES; "RR" IS 6' (1.8 m) LETTERS; 16 (400) LINE FOR "X"	SOLID	WHITE	SEE STATE STANDARD 780001 AREA OF: "R"=3.6 SQ. FT. (0.33 m ²) EACH "X"=54.0 SQ. FT. (5.0 m ²)
SHOULDER DIAGONALS (REQUIRED FOR SHOULDERS ≥ 8')	12 (300) @ 45°	SOLID	WHITE - RIGHT YELLOW - LEFT	50' (15 m) C-C (LESS THAN 30MPH (50 km/h)) 75' (25 m) C-C (30 MPH (50 km/h) TO 45MPH (70 km/h)) 150' (45 m) C-C (OVER 45MPH (70 km/h))
U TURN ARROW	SEE DETAIL	SOLID	WHITE	16.3 SF
2 ARROW COMBINATION LEFT AND U TURN	SEE DETAIL	SOLID	WHITE	30.4 SF

FOR FURTHER DETAILS ON PAVEMENT MARKING REFER TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND STATE STANDARD 780001.

All dimensions are in inches (millimeters) unless otherwise shown.

USER NAME = footemj	DESIGNED - EVERS	REVISED - C. JUCIUS 09-09-09
	DRAWN -	REVISED - C. JUCIUS 07-01-13
PLOT SCALE = 50.0000 ' / in.	CHECKED -	REVISED - C. JUCIUS 12-21-15
PLOT DATE = 3/4/2019	DATE - 03-19-90	REVISED - C. JUCIUS 04-12-16

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

DISTRICT ONE TYPICAL PAVEMENT MARKINGS

SCALE: NONE SHEET 1 OF 2 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	TC-13			
		ILLINOIS		FED. AID PROJECT

2023 Lead Service Replacement Project

Summary of Quantities
Design Firm Name: Christopher B. Burke Engineering
Design Firm Project #: 0023.BG120

					BASE BID		ALTERNATE 1		BASE BID + ALTERNATE 1	
SP	PAY ITEM NO.	PAY ITEM NAME	UNIT	UNIT COST	QUANTITY	BASE BID COST	QUANTITY	ALT 1 COST	QUANTITY	ALT 1 COST
	20101100	TREE TRUNK PROTECTION	EACH	\$ 75.00	55	\$ 4,125.00	10	\$ 750.00	65	\$ 4,875.00
	20101200	TREE ROOT PRUNING	EACH	\$ 50.00	55	\$ 2,750.00	10	\$ 500.00	65	\$ 3,250.00
	25200200	SUPPLEMENTAL WATERING	UNIT	\$ 185.00	10	\$ 1,850.00	4	\$ 740.00	14	\$ 2,590.00
	67100100	MOBILIZATION	L SUM	\$ 150,000.00	0.89	\$ 133,500.00	0.11	\$ 16,500.00	1	\$ 150,000.00
	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	\$ 25,000.00	0.89	\$ 22,250.00	0.11	\$ 2,750.00	1	\$ 25,000.00
*	X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	\$ 50,000.00	0.89	\$ 44,500.00	0.11	\$ 5,500.00	1	\$ 50,000.00
*	N/A	ITEMS ORDERED BY ENGINEER	EACH	\$ 1.00	30000	\$ 30,000.00	5000	\$ 5,000.00	35000	\$ 35,000.00
*	N/A	SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-6 LF	EACH	\$ 550.00	35	\$ 19,250.00	6	\$ 3,300.00	41	\$ 22,550.00
*	N/A	VIDEO TAPING (INTERIOR AND EXTERIOR)	L SUM	\$ 10,000.00	0.89	\$ 8,900.00	0.11	\$ 1,100.00	1	\$ 10,000.00
*	N/A	WATER SERVICE INTERIOR RESTORATION	EACH	\$ 1,000.00	327	\$ 327,000.00	42	\$ 42,000.00	369	\$ 369,000.00
*	NA	REPLACEMENT B-BOXES	EACH	\$ 1,250.00	10	\$ 12,500.00	0	\$ -	10	\$ 12,500.00
*	N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EACH	\$ 6,250.00	318	\$ 1,987,500.00	39	\$ 243,750.00	357	\$ 2,231,250.00
*	N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1.5"	EACH	\$ 7,500.00	9	\$ 67,500.00	3	\$ 22,500.00	12	\$ 90,000.00
					TOTAL:	\$ 2,661,625.00	TOTAL:	\$ 344,390.00	TOTAL:	\$ 3,006,015.00
					PER SERVICE: \$	8,139.53	PER SERVICE: \$	8,199.76	PER SERVICE: \$	8,146.38

RESOLUTION NO. R-_____-24

**A RESOLUTION TO APPROVE AND AUTHORIZE THE
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL
FOR PHASE II DESIGN ENGINEERING SERVICES BY AND BETWEEN
CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF
FOREST PARK FOR THE 2024 50-50 SIDEWALK REPLACEMENT PROJECT**

WHEREAS, the Village of Forest Park ("Village") has enacted and proposes to implement the 50-50 Sidewalk Replacement Project for eligible and designated sidewalk areas 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 "2024 Sidewalk Replacement Project - Professional Engineering Services Proposal for Phase II Design" between the Village and Burke for the estimated fee of Two Thousand Nine Hundred Fifty and 00/100 Dollars (\$2,950.00) ("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 22nd day of January, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of January, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of January, 2024.

Vanessa Moritz, Village Clerk

EXHIBIT A

**2024 50-50 Sidewalk Replacement 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

January 3, 2024

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

Attention: Mr. Sal Stella, Director of Public Works

Subject: 2024 Sidewalk Replacement Project - Professional Engineering Services
Proposal for Phase II Design

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for design engineering services related to the 2024 Sidewalk Replacement 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 replace various sidewalks throughout the Village limits. Village Staff will identify locations and provide a list to CBBEL. CBBEL will 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 \$2,950.00 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: _____

JFA
N:\PROPOSALS\ADMIN\2024\Forest Park 2024 Sidewalk Replacement Project\Forest Park 2024 Sidewalk Replacement Project.docx

EXHIBIT A



**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005
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ORDINANCE NO. O - ____ - 24

**AN ORDINANCE IMPOSING
AN ADDITIONAL 1 CENT PER GALLON MOTOR FUEL TAX
PURSUANT TO THE MUNICIPAL MOTOR FUEL TAX LAW**

WHEREAS, on August 26, 2019, the Village of Forest Park (the “Village”) adopted Ordinance No. O-21-19 authorizing the imposition of a motor fuel tax within the Village at the rate of two (\$0.02) cents per gallon, effective November 1, 2019, pursuant to authority provided by Public Act 101-0032, effective June 28, 2019, and which enacted the Motor Fuel Tax Law, codified in Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3); and,

WHEREAS, subsequent to the enactment of Public Act 101-0032, the Illinois General Assembly enacted Public Act 101-0604, which renamed and amended the Motor Fuel Tax Law to provide that any ordinance adopted pursuant to Public Act 101-0032 before December 13, 2019 shall be administered by the Illinois Department of Revenue in accordance with the provisions of the amendments contained in Public Act 101-0604, but also required the municipality to adopt a superseding ordinance on or before October 1, 2020, or else such tax would be discontinued; and,

WHEREAS, the corporate authorities of the Village found it advisable, necessary and in the best interest of the public to adopt an ordinance in accordance with Public Act 101-0604 on May 11, 2020 (Ordinance O-21-20); and,

WHEREAS, pursuant to the provisions of Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-2.3), “...the tax may be imposed, in one cent increments, at a rate not to exceed \$0.03 per gallon of motor fuel sold at retail within the municipality for the purpose of use or consumption and not for the purpose of resale...”; and,

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to adopt an ordinance imposing a tax upon all persons engaged in the Village of Forest Park, Cook County, Illinois, in the business of selling motor fuel, as defined in the Motor Fuel Tax Law, at retail for the operation of motor vehicles upon public highways or for the operation of recreational watercraft upon waterways, at the rate of three cents (\$0.03) per gallon of motor fuel sold at retail in the municipality (up from the current rate of two cents (\$0.02) per gallon) for the purpose of use or consumption and not for the purpose of resale.

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

SECTION 1. That Chapter 2, entitled “Municipal Occupation Taxes,” of Title 3, entitled “Business and License Regulations,” of the Municipal Code of the Village of Forest Park, Illinois be and is hereby amended by inserting Article G, entitled “Motor Fuel Tax,” which shall read as follows:

ARTICLE G. MOTOR FUEL TAX

3-2G-1 TAX IMPOSED. A tax is hereby imposed upon all persons engaged in the Village of Forest Park, Cook County, Illinois, in the business of selling motor fuel, as defined in the Motor Fuel Tax Law, at retail for the operation of motor vehicles upon public highways or for the operation of recreational watercraft upon waterways, at the rate of three cents (\$0.03) per gallon of motor fuel sold at retail in the municipality for the purpose of use or consumption and not for the purpose of resale.

The imposition of this motor fuel tax is in accordance with and subject to the provisions of Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3).

3-2G-2 ADMINISTRATION BY THE ILLINOIS DEPARTMENT OF REVENUE. The tax hereby imposed, and the civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have the full power to administer and enforce the provisions of this Ordinance.

SECTION 2. This Ordinance shall take effect on July 1, 2024 if filed with the Department of Revenue on or before April 1, 2024. For ordinances filed thereafter, this Ordinance shall take effect on (i) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st or (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st.

SECTION 3. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance. This Ordinance supersedes Village of Forest Park Ordinance Nos. O-21-19 and O-17-20 and O-21-20.

SECTION 4. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 5. The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before April 1, 2024.

SECTION 6. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 22nd day of January, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

Published in pamphlet form this 22nd day of January, 2024.

Vanessa Moritz, Village Clerk

ORDINANCE O-_____ -24

**AN ORDINANCE AMENDING SECTION 3-3-6, ENTITLED “LICENSE FEE AND NUMBER,” AND SECTION 3-3-7, ENTITLED “TERM; CONDITIONS REGARDING FEES,” BOTH OF CHAPTER 3, ENTITLED “LIQUOR CONTROL,” OF TITLE 3, ENTITLED “BUSINESS AND LICENSE REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

WHEREAS, pursuant to section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1), the corporate authorities of the Village of Forest Park, are expressly authorized to regulate and determine, by ordinance, the number, kind, classification and fees of licenses, for sale at retail of alcoholic liquor not inconsistent with the Illinois Liquor Control Act.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: The foregoing recitals are adopted as express findings of the corporate authorities of the Village of Forest Park and are incorporated herein by specific reference.

SECTION 2: Section 3-3-6, entitled “License Fees and Number,” of Chapter 3, entitled “Liquor Control,” of Title 3, entitled “Business and License Regulations,” of the Village Code of Ordinances of the Village of Forest Park, as amended, is hereby further amended to read as follows:

3-3-6: LICENSE FEES AND NUMBER:

<u>Classification</u>	<u>Annual Fees</u>	<u>Number Of Licenses</u>
A	\$2,000.00	18
A1	2,000.00	13
A2	1,775.00	4
A3	\$1,450.00	4
A4	275.00	0
A5	275.00	2

A6	1,325.00	0
A7	2,000.00	1
A8	2,000.00	2
B1	2,000.00	6
B2	1,450.00	0
C (BYOB)	555.00	2
O	1,100.00	1
Special Use Permit	55.00 per day.	No limit.
Additional fees:		
	Supplemental patio license	\$165.00 per approved license
	Supplemental sidewalk cafe license	\$165.00 per approved license
	Extra bar(s) on premises	\$165.00 per each additional public bar exceeding 1

SECTION 3: Section 3-3-7, entitled “Term; Conditions Regarding Fees,” of Chapter 3, entitled “Liquor Control,” of Title 3, entitled “Business and License Regulations,” of the Village Code of Ordinances of the Village of Forest Park, as amended, is hereby further amended to read as follows:

- A. Term Of License; Renewal Fees: Each license shall be issued for a period no longer than twelve (12) months and shall terminate on April 30 next following its issuance. The full amount of the annual license fee must be paid on or before May 1 each license year. Failure to make the required payment by the dates set forth herein shall preclude the issuance or renewal of a license.
- B. Failure To Pay; Revocation: In the event required payments are not paid when due, the mayor shall promptly revoke such licenses and the failure to make such payment shall also be cause for revocation.

- C. Proration Of Fee: The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the license year prior to the issued license.
- D. Disposition Of Fees: All such fees shall be paid to the local liquor control commissioner at the time of application being made, and shall be forthwith turned over to the Village treasurer. In the event the license applied for is denied, the fee shall be returned to the applicant. If the license is granted, the fee shall be deposited in the general corporate fund or in such other fund as shall have been designated by the local liquor control commissioner by proper action.

SECTION 4: That this Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

Passed by the Council of the Village of Forest Park, Cook County, Illinois this 22nd day of January, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

January 17, 2024

Forest Park Theatre requests consideration for donations collected during vehicle sticker sales. We are grateful for the opportunity to apply for this funding.

Forest Park Theatre (FPT) is dedicated to bringing the art of theatre to the Forest Park community through professional productions, educational programs, and partnerships. Our goal is to return year-round, professional theatre to Forest Park and our surrounding communities.

FPT was started in 2020 by graduates and faculty of the University of Illinois Chicago School of Theatre and Music. Since then, FPT has:

- Presented three "Free Shakespeare in the Park" productions (18 individual performances) with over 3,000 total attendance
- Presented five theatre readings reaching an audience of over 200
- Placed theatre teaching artists in D91 schools for the summer 2023 and 2023-2024 school year, serving over 150 students at all four Forest Park public schools.
- Created one of the most diverse acting and production companies in the Chicagoland area
- Developed a diverse audience for theatre in Forest Park

In 2024 our goals are to:

- Present "Free Shakespeare in the Park" in August 2024 with a goal to increase attendance to more than 1,500

FOREST PARK



T: 708 714 0883

E: FORESTPARKTHEATRE1@GMAIL.COM

F: @FORESTPARKTHEATRE

- Take our "Free Shakespeare in the Park" on the road for performances in a surrounding community
- Grow our D91 school programs and begin a partnership with D209
- Grow our Reading Series of Contemporary Plays
- Acquire a permanent, year-round, indoor theater, and produce one play during the winter/spring of 2025

FPT is a nonprofit organization through its affiliation with the Arts Alliance Forest Park (a registered 501(c)(3) nonprofit) and a proud member of the Forest Park Chamber of Commerce.

FPT operates with support from the Village of Forest Park and the Park District of Forest Park. The theater has the full support of Forest Park's Mayor Rory E. Hoskins as an integral part of the city's efforts to bring arts and culture to Forest Park and its neighboring communities.

Thank you again for the opportunity to receive support from the village.
Richard Corley and Christine Barnard

Forest Park Chamber of Commerce & Development
7331 W. Roosevelt Road
Forest Park, IL 60130
Phone (708) 366-2543 • Cell (708) 828-2158

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

January 15, 2024

Dear Mayor Hoskins & Commissioners:

On behalf of the Board of Directors of the Forest Park Chamber of Commerce, I am requesting permission to have street banners hung to promote our annual St. Patrick's Day Parade (March 2) and the new Restaurant Week called 'Bite the Burbs' (Feb. 23-March 1) which we are co-hosting with Visit Oak Park.

As always, the Chamber will set up a meeting with police, fire, public works and Village administration to review details of the parade.

Please let me know if have any questions or concerns. Thanks for your continued support.

Cc/Rachell Entler, Village Administrator

Sincerely,

A handwritten signature in black ink, reading "Laurie Kokenes". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Laurie Kokenes
Executive Director – Forest Park Chamber of Commerce

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE
FOREST PARK, IL 60130
PH: 708-366-2323
FAX: 708-488-0361
www.forestpark.net

Maria Maxham
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
PUBLIC HEALTH & SAFETY

Michelle Melin-Rogovin
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

To: The Honorable Commissioners

Date: January 19, 2024

Dear Commissioners.

I am seeking your support in the appointment of the following candidates to their corresponding boards and commissions due to an expired term:

Shyheim Ward Recreation Board Term Expires: April 30, 2027

Your favorable support would be appreciated,

Mayor Hoskins

RESUME FOR BOARD/COMMISSION CANDIDATES		1. NAME OF BOARD/COMMISSION FOR WHICH YOU ARE APPLYING <div style="font-size: 1.2em; margin-top: 5px;">Recreation Board</div>	
2. PRINT NAME <div style="font-size: 1.2em; margin-top: 5px;">Shyheim Ward</div>		3. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Female <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="width: 50%;"> Male <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> </div> <div style="font-size: 0.8em; margin-top: 5px;"> <p>American Indian or Alaskan Native. A person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community.</p> <p>Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.</p> <p>Black not of Hispanic Origin. A person having origins in any of the black racial groups of Africa.</p> <p>Spanish or Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.</p> <p>White not of Hispanic Origin. A person having origins in any of the original people of Europe, North Africa or the Middle East.</p> <p>Other: _____</p> </div>	
4. RESIDENCE ADDRESS (Street, City, State, ZIP Code) <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div> Forest Park, IL, 60130			
5. E-MAIL ADDRESS(S) <div style="background-color: black; width: 250px; height: 20px; margin-top: 5px;"></div>			
6. SOCIAL SECURITY NUMBER	7. DRIVER'S LICENSE NUMBER <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div>		
8. TELEPHONE NUMBER HOME: BUSINESS: CELL: <div style="background-color: black; width: 100px; height: 20px; margin-top: 5px;"></div>	9. COUNTY OF RESIDENCE <div style="font-size: 1.2em; margin-top: 5px;">Cook</div>		
10. PLACE OF BIRTH <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div>	11. DATE OF BIRTH (M/D/Y) <div style="background-color: black; width: 100px; height: 20px; margin-top: 5px;"></div>		
12. Have you ever been convicted of any criminal offense (s) in Illinois, or in another state, or in federal court (other than minor traffic violations)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach explanation stating the date and place of conviction (s) and the nature of such offense (s).			
13. EDUCATION			
A. HIGH SCHOOL - Name and Location of Institution <div style="font-size: 1.2em; margin-top: 5px;">Oak Park River Forest High School</div>		GRADUATED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
B. COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution <div style="font-size: 1.2em; margin-top: 5px;">DePaul University, Chicago</div>		GRADUATED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NUMBER OF YEARS ATTENDED <div style="font-size: 1.5em; margin-top: 5px;">2</div>	CURRICULUM <div style="margin-top: 5px;">Political Science Major Sociology Minor</div>	TYPE OF DEGREE GRANTED <div style="font-size: 1.5em; margin-top: 5px;">BA</div>	DATE DEGREE ISSUED <div style="font-size: 1.2em; margin-top: 5px;">06/2021</div>
COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution			
NUMBER OF YEARS ATTENDED	CURRICULUM _____ Major _____ Minor	TYPE OF DEGREE GRANTED	DATE DEGREE ISSUED
C. COLLEGE - POSTGRADUATE - Name and Location of Institution			
TYPE OF CURRICULUM	TYPE OF DEGREE GRANTED	DATE DEGREE ISSUED	
COLLEGE - POSTGRADUATE - Name and Location of Institution			
TYPE OF CURRICULUM	TYPE OF DEGREE GRANTED	DATE DEGREE ISSUED	

14. Do you possess any professional License Qualifications, if Yes please complete below.

Type of Licensure	License Number	Date of Licensure	State of Licensure	Current?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

15. PROFESSIONAL EXPERIENCE - Time must be accounted for from graduation to present.

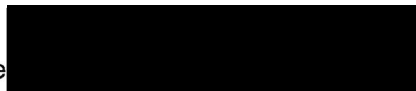
DATE		EMPLOYER NAME AND ADDRESS	DESCRIPTION OF EXPERIENCE
From	To		
09/2020 - Present		Illinois Senate - D-39, Don Harmon, 6941 W. North Ave	- Constituent Services - Office administration - district outreach
09/2021 - present		Oak Park Public Library 834 Lake St.	- Customer service - Database management

16. PROFESSIONAL ASSOCIATIONS/ACTIVITIES

17. HONORS/PUBLICATIONS/OTHER

I, Shyheim Ward, authorize the Village of Forest Park, Ill., to conduct an investigation into all aspects of my qualifications and background. I authorize any individual, organization, or agency which maintains records relating to me to provide these records upon request to any agency of the Village of Forest Park, Ill., conducting such an investigation. This authorization includes, but is not limited to, employment records, credit records, and criminal history records. I release any individual, organization, or agency from any and all liability incurred as a result of providing such records.

Signature



Date Submitted

1/16/2024

CONFLICT OF INTEREST QUESTIONNAIRE

If answer is "YES" to any of the following, please explain.	YES	NO
1. Have you or your company entered into any business or consulting contracts with the Village in the last three years? If so, list your partners (if any), and identify all Village departments with which you or your company have had a contract in the last three years.		✓
2. If you answered "Yes" to question number 1, please list the work performed		✓
3. Have you ever been named a party to any lawsuit or administrative proceeding? If so, please list county and year filed.		✓
4. Have you ever been arrested or convicted of a felony?		✓
5. Are you aware of any investigation of your conduct by any federal, state or local law enforcement agency?		✓
6. Have you ever served on a Village Commission or Board?		✓
7. If you answered yes to question #6 please list what board and when you served?		✓
8. Do you have any government-guaranteed loan outstanding? <i>I have student loans from my time at DePaul</i>	✓	
9. Is any member of your immediate family employed by the Village?		✓
10. Is there anything in your background, including any investments or real estate holdings, which might create or appear to create any conflict of interest with your appointment?		✓
11. Is there anything in your background which, if it were disclosed, might prove to be embarrassing to you or to the Mayor?		✓

Print Name of Applicant: Shyheim Ward Date: 1/16/2024

Signature of Applicant: [REDACTED] _____

Authorization for Appointment Credit Report

I authorize the Forest Park Police to obtain a credit report on myself through the credit reporting agency of its choice.

Signature



Print Name

Shyheim Ward

Current Address



City / State

Forest Park, IL

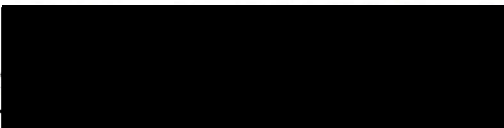
Date

1/16/2024

Appointment Process Statement

Appointments to Village Boards and Commissions are the privilege of the Mayor with the advice and consent of the Village Council. Completing this application is not a guarantee that you will be appointed. This is just one step in the appointment process.

Signature



Print Name

Shyheim Ward

Date

1/16/2024