



**VILLAGE OF FOREST PARK  
COUNCIL MEETING AGENDA**  
Monday, October 27, 2025  
Lower Level of Village Hall  
7:00 PM

In-Person and Via Live Stream: Click [Here](#)

Dial-In Live Stream: 312-626-6799; Webinar ID 839 6205 8345 Passcode: 294798

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE MINUTES FROM THE OCTOBER 14, 2025 REGULAR MEETING OF THE COUNCIL**

**PUBLIC COMMENT:** - emailed public comment can be sent to the deputy village clerk at [mroach@forestpark.net](mailto:mroach@forestpark.net) prior to 6:30 p.m. the day of the meeting

**COMMUNICATIONS:**

**DEPARTMENT REPORTS:**

1. Fire Department Report: September 2025

**BILLS BY RESOLUTION**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Ordinance authorizing the execution of an Addendum to an Agreement between Redspeed Illinois, LLC and the Village for services related to an automated traffic law enforcement system
2. Ordinance authorizing the Village to borrow funds from the public water supply loan for the Lead Service Line Replacement Project - Stage 3
3. Ordinance appointing Letitia Olmsted as Village Treasurer for the Village of Forest Park, Illinois
4. Resolution approving the execution of an IGA for the provision of Environmental Health Inspectional Services
5. Resolution authorizing the contract award for the 2025 Sidewalk Program to Robert R. Andreas & Sons, Inc.
6. Resolution authorizing the approval of Pay Request #7 for the AMI Water Meters Replacement Project to Veregy Central, LLC
7. Resolution approving and authorizing the execution of the application for Green Infrastructure Grant Opportunities (FY 2026) with the IEPA (Constitution Court Parking Lot Treatment Train)
8. Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for Construction Engineering with CBBEL for the 2025 Sidewalk Improvement Project
9. Resolution approving an IGA with MWRD for the Green Alley Project 3
10. Approval- Raffle Permit: Oak Park Windmills Softball

**ADMINISTRATOR'S REPORT**

**COMMISSIONER REPORTS**

**ADJOURN**

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON TUESDAY EVENING, OCTOBER 14, 2025**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:04 p.m.

**ROLL CALL**

Commissioners Maxham, Melin-Rogovin and Mayor Hoskins answered the Roll Call. Commissioners Nero and Voogd were not in attendance.

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the August 25, 2025, Special Meeting of the Village Council be approved.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes of the September 22, 2025, Regular Meeting of the Village Council be approved.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

**PUBLIC COMMENT**

None

**COMMUNICATIONS:**

None

**DEPARTMENT REPORTS:**

None

**APPROVAL OF BILLS:**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution for the payment of bills be adopted. The bills totaled \$1,251,727.25

**R-101-25  
RESOLUTION FOR THE  
PAYMENT OF BILLS IN THE  
AMOUNT OF \$1,251,727.25  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

Ms. Letitia Olmsted was recommended for appointment as Village Treasurer of the Village of Forest Park.

**APPROVED**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that Ms. Olmsted be appointed treasurer.

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Ordinance approving the termination of the Tax Increment Redevelopment Project be approved.

**O-43-25  
ORDINANCE TERMINATING  
THE TAX INCREMENT  
REDEVELOPMENT  
PROJECT  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd  
The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Ordinance the sale OR disposition of surplus property (F450 Boom Truck).

**O-44-25  
ORDINANCE AUTHORIZING  
THE SALE OR  
DISPOSITION OF SURPLUS  
PROPERTY  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd  
The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution approving pay request #2 for the Madison Street site furnishings project from Misfits construction company be approved.

**R-102-25  
RESOLUTION APPROVING  
PAY REQUEST #2 TO  
MISFITS CONSTRUCTION  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd  
The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution authorizing and accepting a grant agreement by and between FEMA and the Village for the FY 2024 Assistant to Firefighters Grant (\$218,740.65) be adopted.

**R-103-25  
RESOLUTION  
AUTHORIZING AND  
ACCEPTING FEMA  
FIREFIGHTERS GRANT  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution approving the execution of an Employee Leasing Agreement between MGT Impact Solutions, LLC (temporary HR consultant) and the Village of Forest Park be adopted.

**R-104-25  
RESOLUTION APPROVING  
EMPLOYEE LEASING  
AGREEMENT BETWEEN  
MGT AND THE VILLAGE  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham and Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution authorizing the waiver of the hiring freeze for IMRF employees regarding full time Public Works chauffeur be adopted.

**R-105-25  
RESOLUTION  
AUTHORIZING WAIVER OF  
HIRING FREEZE FOR IMRF  
EMPLOYEES  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd.

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to direct the Board of Fire and Police to offer employment to the next eligible probationary police officer.

**DIRECT FIRE AND POLICE  
BOARD TO OFFER  
EMPLOYEMENT TO NEXT  
ELIGIBLE PROBATIONARY  
POLICE OFFICER  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to approve the Senior trip to attend Paramount Theater and Drury Lane with the Howard Mohr Community Center.

**SENIOR TRIP TO  
PARAMOUNT  
AND DRURY LANE  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to approve the Salvation Army Red Kettle Campaign.

**SALVATION ARMY RED  
KETTLE BELL CAMPAIGN  
APPROVED BY MOTION  
APPROVED**

**ROLL CALL:**

**AYES:** Commissioners Maxham, Melin-Rogovin and Mayor Hoskins

**NAYES:** None

**ABSENT:** Commissioners Nero and Voogd

The motion carried.

**ADMINISTRATOR'S REPORT:**

Administrator Entler served as clerk of the meeting and shared that due to temporary staff shortage, the clerks office will be closed from 2pm – 3pm to allow staff to have a lunch break. The Administrator also discussed the Cook County Sheriff recently acquired a helicopter and they have been patrolling on 290 and Broadview.

**COMMISSIONER'S REPORTS:**

Commissioner Maxham stated that the position of Village Clerk is now posted online and it is open to applicants who live in the Village. The Commissioner also acknowledged the Fire Department who serves Forest Park even though they have aging equipment and the station itself needs updating. Commissioner met with Chief Hankus and said the issues are a priority for her and she will work on a long-term plan to look at staffing, equipment, long term facility needs. The goal is to ensure the department has what it needs to do their job safely. She will share an update in November.

Commissioner Melin-Rogovin attended the Tour De Proviso bike event and it was important to link all our Proviso communities. The Commissioner also was happy and proud to attend the Kiwanis dinner celebrating Anthony Calderone, Karen Dylewski, and Sharon O'Shea. The Commissioner also attended the Chamber of Commerce luncheon with the Police Department and spoke with businesses about the unhoused community and how the businesses can engage with the unhoused.

And she is looking into grants and service needs and how to help our first responders. The traffic and safety commission meets the third Wednesday of each month and Commissioner Melin-Rogovin encourages residents to join and attend and stay informed. The Commissioner thanked the Safety and Traffic Commission and Director Sal Stella and Public Works for all their help keeping the village safe. The Commissioner also shared that she has been selected as Chicago Conservation Corps Sustainability Leader by the Chicago Academy of Sciences and she is currently enrolled in 8 week course. She is working on a program to engage residents in sustainable leaf collection which will enhance our pollinator community and could reduce flooding in the village. She thanked all village staff who will be making the village safe for the casket races.

Mayor Hoskins reported on the situation that occurred at the cemetery last week. The mayor stated that there is a resident who volunteers with a team who does training on de-escalation strategies when encountering ICE. The mayor said there is legislation pending in Springfield regarding transit reform and the mayor has talked to several officials to express Forest Park concerns and the strain the CTA 911 calls are putting on our Police and Fire Departments. Mayor Hoskins sent materials to the governors office and cook county to share the situation that is weighing on our first responders.

### **ADJOURNMENT**

There being no further business to be addressed, Commissioner Maxham moved, and Commissioner Melin-Rogovin seconded to adjourn. The motion carried.

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

Respectfully submitted,

Rachell Entler  
Deputy Village Clerk

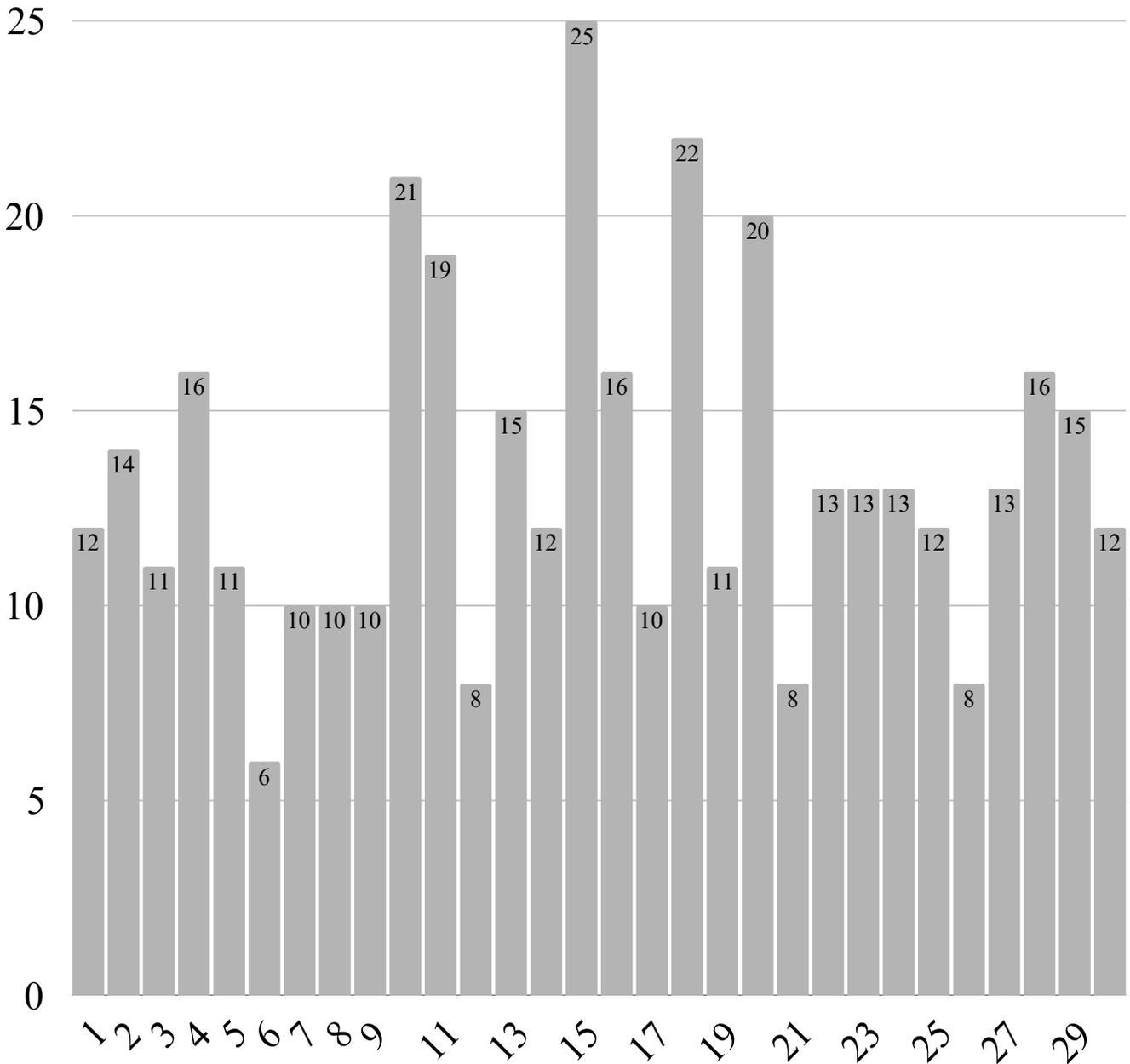
# **Forest Park Fire Department**



## **September 2025 Report**

# Calls Per Day September 2025

## 402 Total

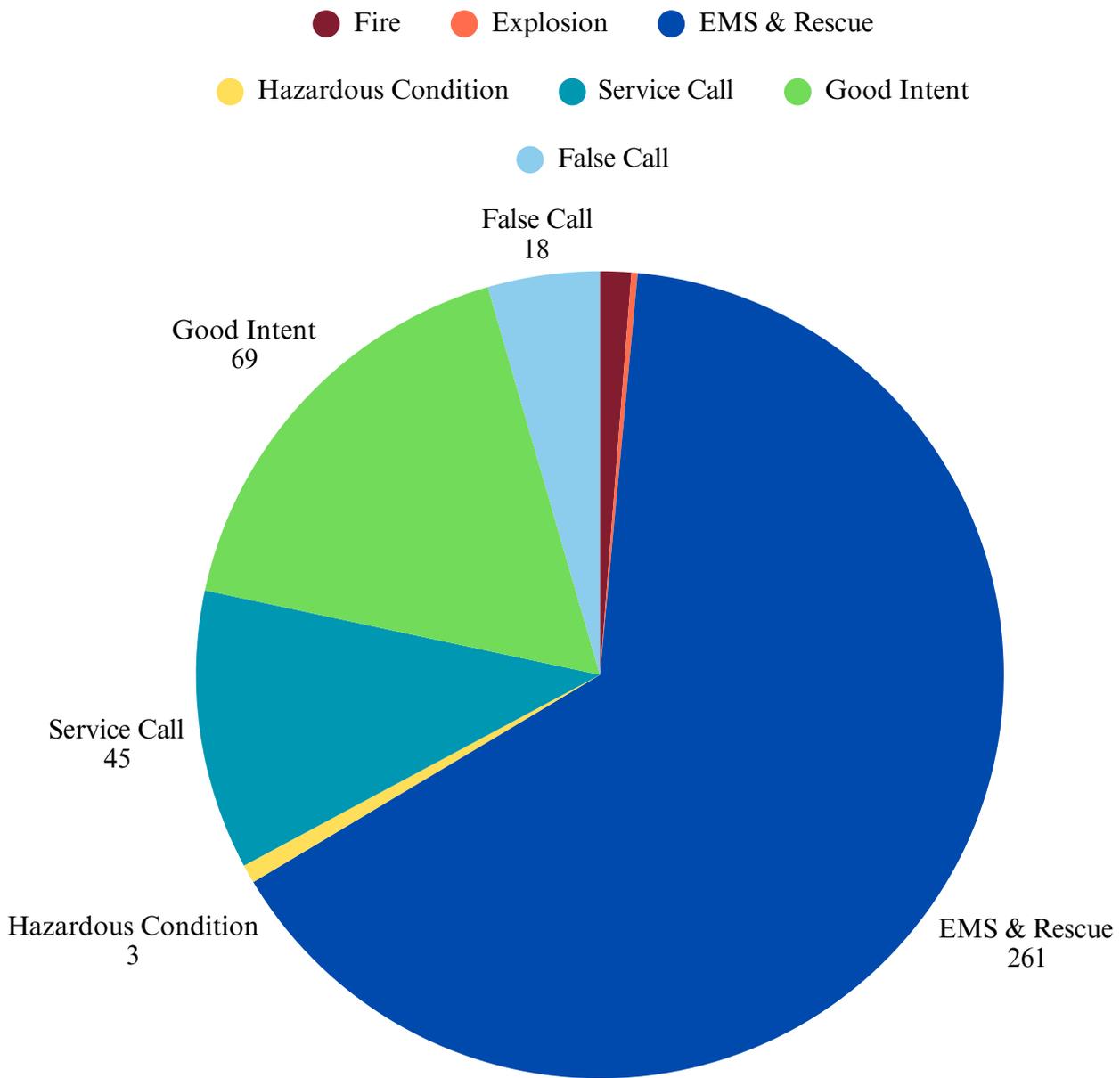


PAST YEARS' CALL VOLUME FOR SEPTEMBER

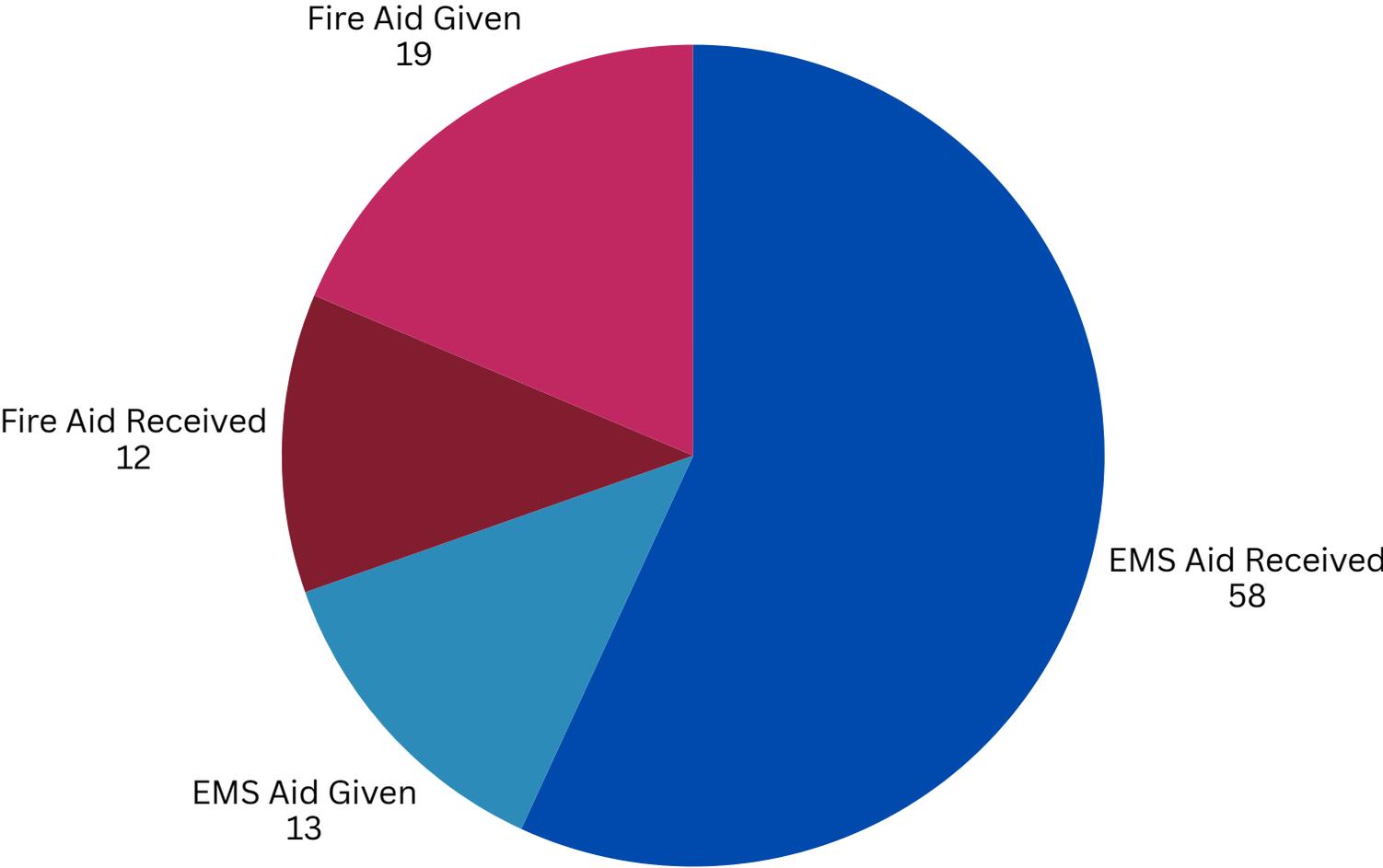
2023- 414

2024- 353

# 402 Total Calls for September 2025

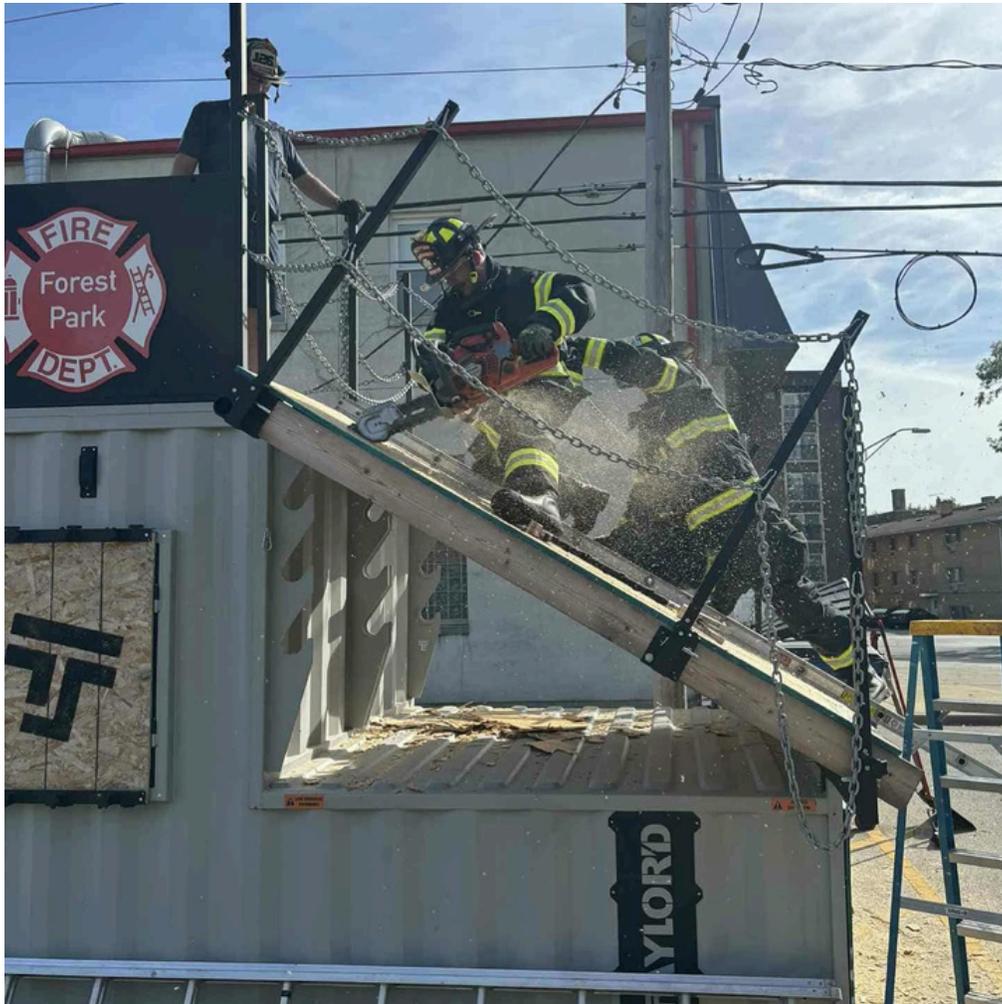


# Aid Given or Received by Neighboring Fire Departments



## Call Clusters

There were 76 occurrences where 2-5 incidents were happening at the same time.



Forest Park firefighters conducted essential roof ventilation training on our department's training prop this week. Crew members practiced vertical ventilation cuts using both chainsaws and hand tools while working on a pitched roof surface. This hands-on training is critical as these skills may be needed when visibility is limited and conditions are challenging. Regular practice with heavy equipment at elevation builds muscle memory and confidence. This enables firefighters to work more efficiently and safely when responding to actual emergencies. Proficiency in these techniques directly reduces the risk of serious injury to both firefighters and civilians during fire operations.

<b>Inspections</b>	Commercial	Residential
Inspection		
Re-inspection		

<b>Training</b>	On-Shift Hours	Off-Shift Hours
EMS CE	9	
Blood Borne Pathogens	6	
Ground Ladder	4	
Tactical Ventilation	3	
Verticle Ventilation	2	
Hydrants		62
Confined Space		8

<b>Misc. Activities</b>	<b>Admin (Hours)</b>	<b>Shift Members (Hours)</b>
GEMT Closeout	1	
New Engine Meeting	3	
FH Renovation Meeting	1	
Block Parties		1
New CAD meeting	3	
Data Entry	2	17
Scheduling	2	8
Division Chief's Meeting	2	
New Software meetings	3	



**The Forest Park Fire Department is proud to announce that we have been awarded a partial FEMA Assistance to Firefighters Grant (AFG). The grant totals approximately \$219,000 and will be used for the replacement of Self-Contained Breathing Apparatus (SCBA). This highly competitive federal grant program receives thousands of applications from fire departments nationwide each year, with only a small percentage receiving funding. Securing this award is a major accomplishment and reflects the department's continued commitment to firefighter safety and operational readiness. The SCBA committee has begun evaluating equipment options and features to ensure the new units best meet the needs of our personnel and community.**



**FEMA**



**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	12,340.38
Public Affairs	24,947.37
Police Department	7,980.40
Community Center	7,209.28
Accounts & Finance (Clerks Office)	34,628.53
Accounts & Finance (Fire Department)	2,355.48
Department of Health & Safety	5,608.90
Streets and Public Improvements	35,804.53
Public Property	43,437.32
Seizure	730.06
Police DUI	135.00
Federal Customs	6,416.41
TIF	2,724.00
VIP	42,509.16
Water Department	381,837.16
<b>TOTAL</b>	<b>\$ 608,663.98</b>

**ADOPTED BY THE Council of the Village of Forest Park this 27th Day of October 2025**

Ayes:  
Nays:  
Absent:

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

ATTEST:

\_\_\_\_\_  
Megan Roach, Deputy Clerk



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-00-000-2001-005	Illinois State Treasurer's Office	10/20/2025	212.97
100-00-000-2200-005	Jean Smith	11/22/2024	400.00
100-00-000-4111-210	Forest Park Public Library	10/11/2025	9,113.28
100-00-000-4220-200	Nicks Roofing	10/14/2025	285.00
100-00-000-4220-300	Total Parking Solutions Inc	10/01/2025	518.00
100-00-000-4220-300	Total Parking Solutions Inc	10/01/2025	460.00
100-00-000-4220-300	Total Parking Solutions Inc	10/01/2025	459.00
100-00-000-4230-135	Burton Isenstein	06/13/2025	300.00
100-00-000-4450-121	Passport Labs Inc	09/30/2025	166.13
100-00-000-4480-300	Catherine Henry	09/30/2025	210.00
100-00-000-4480-300	Dr. Neil Meccia	09/30/2025	108.00
100-00-000-4480-300	Ann S O'Connell	09/30/2025	108.00
		Refunds and Allocations	12,340.38



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-10-101-6120-160	Zoom Video Communications Inc	10/04/2025	94.99
100-10-101-6120-305	Corey Thomas	10/10/2025	425.00
100-10-101-6150-120	Rachell Entler	08/01/2025	127.88
100-10-101-6150-202	Checkpoint Press Inc	10/07/2025	397.00
100-10-101-6150-202	Stanard & Associates Inc	09/30/2025	7,320.00
100-10-101-6150-202	Woodlake Occupational Health	10/01/2025	786.00
100-10-101-6150-202	Woodlake Occupational Health	10/09/2025	786.00
100-10-101-6150-220	Anastasie M. Senat	09/30/2025	825.00
100-11-111-6110-110	Springbrook Holding Company LLC	09/30/2025	25.50
100-11-111-6110-110	Synapse Networks Inc	10/15/2025	14,160.00
		Public Affairs	24,947.37



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-12-121-6120-305	Tom McNamara	09/24/2025	115.00
100-12-121-6145-306	Animal Care League	10/01/2025	945.00
100-12-121-6150-114	Illinois Assoc of Chiefs of Police	10/01/2025	265.00
100-12-123-6145-202	Amazon.com	09/29/2025	113.86
100-12-123-6145-202	Amazon.com	10/16/2025	63.17
100-12-124-6150-114	Thomson Reuters-West	10/01/2025	550.87
100-12-125-6140-204	CDS Office Technologies	09/30/2025	37.50
100-12-125-6145-204	DACRA Adjudication System	09/30/2025	5,860.00
100-12-130-6145-100	Alyssa Murphy	09/23/2025	30.00
	Police Department		7,980.40



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-15-152-6170-200	Amazon.com	10/02/2025	48.50
100-15-152-6170-200	Amazon.com	10/02/2025	47.49
100-15-152-6170-200	Amazon.com	10/02/2025	160.48
100-15-154-6170-102	Case Lots Inc	09/10/2025	59.80
100-15-154-6170-110	Drury Inn & Suites	01/27/2025	972.00
100-15-154-6170-110	Signature Transportation Group	11/05/2025	1,186.63
100-15-154-6170-110	Signature Transportation Group	11/19/2025	1,032.50
100-15-154-6170-110	Signature Transportation Group	12/03/2025	1,032.50
100-15-154-6170-110	Signature Transportation Group	12/17/2025	1,426.38
100-15-154-6170-110	White Pines Inn	06/30/2025	1,140.00
100-15-169-6160-100	Elmhurst Occupational Health	09/30/2025	103.00
	Community Center		7,209.28



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-21-211-6110-110	Gordon Flesch Co Inc	10/05/2025	37.64
100-21-211-6110-110	Gordon Flesch Co Inc	10/05/2025	85.10
100-21-211-6140-102	FED EX	09/17/2025	10.85
100-21-211-6140-102	FED EX	09/24/2025	10.85
100-21-211-6140-102	UPS	09/29/2025	21.50
100-21-211-6140-104	Amazon.com	10/09/2025	27.22
100-21-211-6140-104	Amazon.com	10/14/2025	79.80
100-21-211-6140-104	Holiday Signs	10/02/2025	38.95
100-21-211-6140-104	Jackson-Hirsh Inc	10/01/2025	223.45
100-21-211-6140-104	Office 8	09/30/2025	391.92
100-21-211-6140-104	Quill	09/25/2025	40.99
100-21-211-6140-140	Quill	10/03/2025	109.82
100-21-211-6140-140	Quill	10/09/2025	43.02
100-21-211-6150-100	Growing Community Media NFP	10/01/2025	252.00
100-21-211-6150-112	Municipal Clerks North & Northwest Suburbs	10/17/2025	70.00
100-21-211-6150-150	AT&T LONG DISTANCE	10/04/2025	25.46
100-21-211-6190-003	POLICE PENSION FUND	10/11/2025	11,850.00
100-21-211-6190-004	Firefighters Pension Fund	10/11/2025	11,850.00
100-21-211-6191-001	POLICE PENSION FUND	10/11/2025	3,066.38
100-21-211-6191-002	Firefighters Pension Fund	10/11/2025	3,339.25
100-21-211-7000-080	GFC Leasing - WI	10/17/2025	1,709.16
100-21-211-7000-080	Pitney Bowes Inc	09/29/2025	1,345.17
Accounts and Finance (Clerks Office)			34,628.53



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-30-302-6110-150	ProClip USA	09/10/2025	269.19
100-30-302-6145-100	Dinges Fire Company	09/29/2025	621.63
100-30-302-6145-105	Richard Lovett	10/09/2025	214.50
100-30-302-6145-105	Ray O'Herron Co Inc	09/30/2025	170.00
100-30-302-6145-105	Ray O'Herron Co Inc	10/17/2025	23.56
100-30-302-6145-105	Special T Unlimited	10/13/2025	180.00
100-30-302-6150-122	Amazon.com	09/25/2025	63.98
100-30-302-6150-122	Duo-Safety Ladder Corporation	10/01/2025	152.70
100-30-303-6145-300	Henry Schein	10/02/2025	6.73
100-30-303-6145-300	Henry Schein	10/09/2025	32.64
100-30-303-6145-300	Linde Gas & Equipment, Inc.	09/26/2025	146.37
100-30-303-6145-300	Linde Gas & Equipment, Inc.	10/10/2025	247.04
100-30-303-6145-300	Zoll Medical Corp	10/07/2025	227.14
	Accounts and Finance (Fire Department)		2,355.48



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-40-401-5000-017	Tariq Dandan	10/01/2025	1,250.00
100-40-401-5000-017	Raymond Traynor	10/14/2025	360.00
100-40-402-6100-115	Courtney Kashima	09/30/2025	300.00
100-40-402-6141-003	Christopher Burke Engineering LTD	10/03/2025	245.00
100-40-402-6141-003	Christopher Burke Engineering LTD	10/03/2025	306.25
100-40-402-6150-232	B&F Construction Code Service	08/27/2025	300.00
100-40-402-6150-232	Tariq Dandan	10/01/2025	1,512.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	09/19/2025	300.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	10/01/2025	1,200.00
100-40-403-6150-230	Elevator Inspection Services	10/06/2025	75.00
100-40-403-6150-230	Elevator Inspection Services	10/14/2025	80.00
100-40-410-6140-202	Amazon.com	10/01/2025	(190.13)
100-40-410-6140-202	Amazon.com	10/03/2025	(129.22)
	Department of Health and Safety		5,608.90



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-50-501-6120-305	Forest Park Chamber of Commerce	09/29/2025	40.00
100-50-501-6150-125	APWA Illinois Chapter IPSI	10/01/2025	850.00
100-50-502-6180-160	Com Ed	09/26/2025	4,847.75
100-50-502-6185-106	Morton Salt Inc (MSI)	10/03/2025	14,060.15
100-50-502-6185-110	Amazon.com	10/16/2025	360.80
100-50-502-6185-110	Amazon.com	10/16/2025	47.98
100-50-502-6185-110	Traffic Control & Protection	10/08/2025	1,018.30
100-50-502-6185-505	West Cook County Solid Waste	09/30/2025	14,579.55
	Streets and Public Improvements		35,804.53



Account Number	Vendor	Invoice Date	Amount
100-55-551-6120-305	Amazon.com	09/29/2025	78.86
100-55-552-6145-100	Amazon.com	10/15/2025	99.99
100-55-553-6180-150	Lyons Pinner Electric Co	09/30/2025	1,348.90
100-55-553-6180-152	Lyons Pinner Electric Co	09/30/2025	595.00
100-55-553-6180-160	Com Ed	10/01/2025	685.18
100-55-553-6180-160	Com Ed	10/02/2025	32.45
100-55-553-6180-160	Com Ed	10/02/2025	117.00
100-55-553-6180-160	Com Ed	10/02/2025	401.42
100-55-553-6180-160	Com Ed	10/02/2025	31.65
100-55-553-6180-160	Com Ed	10/02/2025	32.43
100-55-553-6180-160	Com Ed	10/02/2025	34.89
100-55-553-6180-160	Com Ed	10/03/2025	39.74
100-55-560-6155-108	The Feed Store	10/07/2025	71.40
100-55-560-6180-125	JC Licht LLC	09/29/2025	98.95
100-55-560-6180-125	Lyons Pinner Electric Co	09/30/2025	185.00
100-55-570-6155-101	Mohr Oil Company	10/09/2025	11,116.43
100-55-570-6155-102	Leahy-Wolf Co	08/21/2025	1,748.42
100-55-570-6155-106	Currie Motors Chevrolet	09/23/2025	127.95
100-55-570-6155-106	Currie Motors Chevrolet	09/23/2025	113.84
100-55-570-6155-106	Currie Motors Chevrolet	09/24/2025	463.89
100-55-570-6155-106	Currie Motors Chevrolet	09/29/2025	168.00
100-55-570-6155-106	Currie Motors Chevrolet	09/29/2025	90.20
100-55-570-6155-106	Currie Motors Chevrolet	09/30/2025	185.80
100-55-570-6155-106	Currie Motors Chevrolet	10/09/2025	17.80
100-55-570-6155-106	Fleet Safety Supply	09/25/2025	551.68
100-55-570-6155-106	Factory Motor Parts Co	09/22/2025	118.52
100-55-570-6155-106	Factory Motor Parts Co	09/23/2025	176.05
100-55-570-6155-106	Factory Motor Parts Co	09/23/2025	110.10
100-55-570-6155-106	Factory Motor Parts Co	09/26/2025	69.90
100-55-570-6155-106	Factory Motor Parts Co	10/01/2025	54.39
100-55-570-6155-106	Factory Motor Parts Co	10/02/2025	12.60
100-55-570-6155-106	Factory Motor Parts Co	10/02/2025	69.25
100-55-570-6155-106	Factory Motor Parts Co	10/02/2025	139.64
100-55-570-6155-106	Factory Motor Parts Co	10/03/2025	60.60
100-55-570-6155-106	Factory Motor Parts Co	10/06/2025	228.29
100-55-570-6155-106	Factory Motor Parts Co	10/07/2025	238.00
100-55-570-6155-106	Factory Motor Parts Co	10/14/2025	69.60
100-55-570-6155-106	Factory Motor Parts Co	10/17/2025	61.44
100-55-570-6155-106	Kimball Midwest	10/10/2025	1,463.36
100-55-570-6155-106	Terminal Supply Co	10/03/2025	1,125.63
100-55-570-6155-106	Waytek INC	10/02/2025	399.51
100-55-570-6155-112	BC Body Craft Inc	09/17/2025	4,099.18



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-55-570-6155-112	Commercial Tire Service	09/24/2025	680.50
100-55-570-6155-112	Commercial Tire Service	09/30/2025	260.33
100-55-570-6155-112	Currie Motors Chevrolet	09/26/2025	988.58
100-55-570-6155-112	Heavy Metal	10/15/2025	1,601.27
100-55-570-6155-112	McCann Industries Inc	09/26/2025	2,526.24
100-55-570-6155-112	Martin Vargas	09/27/2025	450.00
100-55-570-6155-112	Standard Equipment Co.	10/07/2025	4,336.38
100-55-570-6155-202	Arlington Heights Ford	09/11/2025	1,349.31
100-55-580-6155-120	Jack's Rental Inc.	10/08/2025	136.78
100-55-580-6180-302	Davis Tree Care	09/26/2025	225.00
100-55-580-6180-302	Davis Tree Care	10/02/2025	3,950.00
	Public Property		43,437.32



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
230-00-000-6900-230	Amazon.com	09/24/2025	53.98
230-00-000-6900-230	Factory Motor Parts Co	09/15/2025	221.50
230-00-000-6900-230	Factory Motor Parts Co	09/15/2025	418.57
230-00-000-6900-230	Factory Motor Parts Co	09/30/2025	36.01
		Seizure	730.06



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
231-00-000-6900-231	Municipal Electronics Division LLC	10/01/2025	135.00
		DUI	135.00



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
232-00-000-6900-231	eFax	10/20/2025	18.99
232-00-000-6900-231	John Hock	03/07/2025	675.00
232-00-000-6900-231	Motorola Solutions StarCom21 Network	10/01/2025	120.00
232-00-000-6900-231	Ray O'Herron Co Inc	10/02/2025	1,008.99
232-00-000-6900-231	Alyssa Murphy	09/23/2025	162.00
232-00-000-6900-231	SEPS Inc	03/25/2025	4,431.43
		Federal Customs	6,416.41



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
304-00-000-6180-114	McAdam Landscaping	10/10/2025	908.00
306-00-000-6180-114	McAdam Landscaping	10/10/2025	908.00
309-00-000-6180-114	McAdam Landscaping	10/10/2025	908.00
		TIF	2,724.00



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
312-00-000-6100-105	Christopher Burke Engineering LTD	10/03/2025	4,112.50
312-00-000-6100-105	Christopher Burke Engineering LTD	10/03/2025	1,547.50
312-00-000-6180-114	Case Lots Inc	09/29/2025	598.80
312-00-000-6180-114	First Ayd Corp.	07/22/2025	433.91
312-00-000-6180-114	First Ayd Corp.	08/19/2025	433.56
312-00-000-6180-114	First Ayd Corp.	10/08/2025	269.01
312-00-000-6180-114	McAdam Landscaping	09/23/2025	146.25
312-00-000-6180-114	McAdam Landscaping	10/02/2025	5,686.73
312-00-000-6180-114	McAdam Landscaping	10/03/2025	97.50
312-00-000-6180-114	McAdam Landscaping	10/10/2025	376.00
312-00-000-6180-200	Cairo & Sons Roofing Contractors Inc.	10/16/2025	4,960.00
312-00-000-6180-200	The Feed Store	10/07/2025	71.40
312-00-000-6180-200	Illinois Alarm	09/26/2025	756.50
312-00-000-6180-200	Quill	09/25/2025	242.85
312-00-000-6180-200	Quill	10/03/2025	285.75
312-00-000-6180-200	Quill	10/09/2025	215.26
312-00-000-6180-210	Amazon.com	10/09/2025	24.56
312-00-000-6180-210	Comcast	10/02/2025	40.71
312-00-000-6180-210	PremiStar-North	10/06/2025	530.40
312-00-000-6180-220	Cairo & Sons Roofing Contractors Inc.	10/16/2025	1,197.38
312-00-000-6180-230	Comcast	10/01/2025	257.05
312-00-000-6180-230	Case Lots Inc	09/10/2025	265.85
312-00-000-6180-230	Illinois Alarm	10/09/2025	528.25
312-00-000-6180-240	Amazon.com	10/08/2025	42.98
312-00-000-6180-240	Amazon.com	10/15/2025	179.09
312-00-000-6180-240	Comcast	09/22/2025	256.87
312-00-000-6180-240	Comcast	09/28/2025	2.31
312-00-000-6180-240	Case Lots Inc	09/29/2025	39.90
312-00-000-6180-240	First Ayd Corp.	07/29/2025	119.28
312-00-000-6180-250	McAdam Landscaping	10/02/2025	280.00
312-00-000-7000-130	Christopher Burke Engineering LTD	10/03/2025	980.00
312-00-000-7000-130	Christopher Burke Engineering LTD	10/03/2025	16,672.50
312-00-000-7000-312	Christopher Burke Engineering LTD	10/03/2025	536.25
312-00-000-7000-312	Dupage Materials Company	09/24/2025	84.18
312-00-000-7000-312	K-Five Hodgkins LLC	09/12/2025	16.64
312-00-000-7000-312	K-Five Hodgkins LLC	09/15/2025	22.40
312-00-000-7000-312	K-Five Hodgkins LLC	09/16/2025	31.36
312-00-000-7000-312	K-Five Hodgkins LLC	09/23/2025	62.72
312-00-000-7000-312	K-Five Hodgkins LLC	09/25/2025	56.32
312-00-000-7000-312	K-Five Hodgkins LLC	09/30/2025	48.64
		VIP	42,509.16



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
501-80-800-6110-105	Springbrook Holding Company LLC	09/30/2025	157.00
501-80-800-6150-152	Christopher Burke Engineering LTD	10/03/2025	1,880.00
501-80-800-6150-154	Com Ed	10/01/2025	28.88
501-80-800-6150-154	Com Ed	10/02/2025	103.96
501-80-800-6150-154	Com Ed	10/03/2025	190.18
501-80-800-6150-154	Constellation Energy Services Inc	10/01/2025	2,685.75
501-80-800-6150-154	Constellation Energy Services Inc	10/07/2025	252.35
501-80-800-6150-156	NICOR	10/03/2025	54.79
501-80-800-6150-156	NICOR	10/03/2025	79.88
501-80-800-6800-100	City of Chicago	10/09/2025	210,188.07
501-80-800-6800-150	Clear View	09/17/2025	1,225.00
501-80-800-6800-151	Clear View	09/17/2025	1,225.00
501-80-800-6800-151	Elmhurst Chicago Stone Company	10/06/2025	2,084.00
501-80-800-6800-151	Elmhurst Chicago Stone Company	10/09/2025	617.50
501-80-800-6800-151	Franzen Plumbing Inc	10/09/2025	2,435.00
501-80-800-6800-153	CDC ENTERPRISES INC	09/29/2025	9,520.00
501-80-800-7000-001	Veregy Central LLC	08/31/2025	96,568.35
501-80-800-7000-003	Christopher Burke Engineering LTD	10/03/2025	21,062.24
501-80-800-7000-006	Christopher Burke Engineering LTD	10/03/2025	13,563.13
501-80-800-7000-006	Christopher Burke Engineering LTD	10/03/2025	716.15
501-80-800-7000-006	Christopher Burke Engineering LTD	10/03/2025	13,535.09
501-80-800-7000-020	Christopher Burke Engineering LTD	10/03/2025	3,664.84
	Water Department		381,837.16



BIG CITY ACCESS

SMALL TOWN CHARM

**Rory E. Hoskins**  
MAYOR

517 DESPLAINES AVENUE  
FOREST PARK, IL 60130  
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FAX: 708-488-0361  
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**Maria Maxham**  
COMMISSIONER  
ACCOUNTS & FINANCE

**Ryan Nero**  
COMMISSIONER  
PUBLIC HEALTH & SAFETY

**Michelle Melin-Rogovin**  
COMMISSIONER  
STREETS & PUBLIC IMPROVEMENTS

**Jessica L. Voogd**  
COMMISSIONER  
PUBLIC PROPERTY

**Rachell Entler**  
VILLAGE ADMINISTRATOR

**Vanessa Belmonte**  
VILLAGE CLERK

# Memorandum

Date: October 25, 2025

To: Mayor Hoskins  
Commissioner Maxham  
Commissioner Nero  
Commissioner Melin-Rogovin  
Commissioner Voogd

From: Rachell Entler, Village Administrator 

Re: 10/27/2025 Village Council Meeting Agenda

Dear Council Members,

Please find below a summary of the New Business items scheduled for consideration at the upcoming Village Council meeting. Each item is referenced by its corresponding agenda number for your convenience.

1. **Ordinance authorizing the execution of an Addendum to an Agreement between Redspeed Illinois, LLC and the Village for services related to an automated traffic law enforcement system:** The Village and Redspeed have had an agreement in place since December 2007 with subsequent addendum approved in 2009 and 2010. Staff is seeking approval of the execution of an addendum to the existing agreement with RedSpeed Illinois, LLC. This addendum extends the Village's automated traffic law enforcement system contract for one year, with provisions for automatic annual renewals unless terminated with 60 days' notice.
2. **Ordinance authorizing the Village to borrow funds from the public water supply loan for the Lead Service Line Replacement Project - Stage 3: Staff seeks approval for the Village to borrow \$2,465,000 through the Illinois Environmental Protection Agency's Public Water Supply Loan Program.** The funds will support Stage 3 of the Lead Service Line Replacement Project. The IEPA has indicated to the Village that this loan will be eligible for up to 100% principal forgiveness.
3. **Ordinance appointing Letitia Olmsted as Village Treasurer for the Village of Forest Park, Illinois:** This ordinance appointing Letitia Olmsted as the Village Treasurer is required to make the approved recommendation from the 10/14/25 meeting official. The appointment is effective through May 1, 2026.
4. **Resolution approving the execution of an IGA for the provision of Environmental Health Inspectional Services:** Staff seeks approval of an intergovernmental agreement with the Cook County Department of Public Health. The agreement provides for environmental health inspectional services from December 1, 2025, through November 30, 2026.
5. **Resolution authorizing the contract award for the 2025 Sidewalk Program to Robert R. Andreas & Sons, Inc.:** Director Stella recommends awarding the contract for the 2025 Sidewalk Program to Robert R. Andreas & Sons, Inc., the lowest responsible bidder, at a cost of \$41,537.50.
6. **Resolution authorizing the approval of Pay Request #7 for the AMI Water Meters Replacement Project to Veregy Central, LLC:** Staff is seeking authorization to fulfill Pay Request #7 to Veregy Central, LLC in the amount of \$96,568.35 for work completed under the AMI Water Meters Replacement Project.

7. **Resolution approving and authorizing the execution of the application for Green Infrastructure Grant Opportunities (FY 2026) with the IEPA (Constitution Court Parking Lot Treatment Train):** Staff seek authorization to apply for the Illinois EPA's FY 2026 Green Infrastructure Grant Opportunities (GIGO). The Village is requesting \$818,362 in grant funding for the Constitution Court Parking Lot Treatment Train project, which has a total estimated cost of \$1,091,150. The Village would provide a local match of approximately \$272,788. The Village's goal is to create a more sustainable parking lot in the center of the Downtown Business District using permeable pavers, new underdrains, catch basins and storm sewer connections, and a raingarden. Our goal is to slow the volume and flow of stormwater and remove pollutants from the water before entering the combined sewer system the Village currently has in the Downtown Business District.
8. **Resolution to approve and authorize the execution of a Professional Engineering Services Proposal for Construction Engineering with CBBEL for the 2025 Sidewalk Improvement Project:** Staff is seeking approval of a professional engineering services proposal with Christopher B. Burke Engineering, Ltd. for construction engineering services related to the 2025 Sidewalk Improvement Project. The proposed fee for these services is \$9,910.
9. **Resolution approving an IGA with MWRD for the Green Alley Project 3:** Staff seek approval of an intergovernmental agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for the Green Alley Project 3. The location for this project is the T-alley of the 800 block of Thomas-Hannah. The project includes the design, construction, and long-term maintenance of a permeable alley to improve stormwater management. The Village will be responsible for implementation and upkeep, while MWRDGC will reimburse up to \$326,700, representing 48.8% of the construction cost. The Village costs will be paid out of the VIP fund.
10. **Approval- Raffle Permit: Oak Park Windmills Softball:** This organization is seeking approval of a raffle permit for the Oak Park Windmills Softball organization. Prizes will be cash: \$250, \$500 and \$1000. This raffle supports fundraising efforts that support teams and operation of this organization.

Each of the Village staff items listed supports the Village's ongoing efforts to improve infrastructure, enhance public services, and promote environmental sustainability. Supporting documentation is included in the full meeting packet for further review.

Should you need further information or have any questions regarding these agenda items, please do not hesitate to ask.

**AN ORDINANCE AUTHORIZING THE EXECUTION OF  
AN ADDENDUM TO AN AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC  
AND THE VILLAGE OF FOREST PARK FOR SERVICES RELATED  
TO AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

**WHEREAS**, the Village of Forest Park (the “Village”) and RedSpeed Illinois, LLC are parties to an agreement for services related to an automated traffic law enforcement system within the Village, which includes the provision of equipment, cameras, hardware, software and technicians to identify and enforce violations of certain traffic control signals within the Village (the “Agreement”); and

**WHEREAS**, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the public to approve that certain “Addendum to Traffic Law Enforcement System Agreement” with RedSpeed Illinois, LLC, in order to extend the term of the Agreement for a period of one (1) year (the “Addendum”).

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

**Section 1.** The corporate authorities of the Village hereby approve the Addendum to the Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

**Section 2.** The corporate authorities of the Village hereby authorize and direct the Village President to execute the Addendum on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Section 3.** This Ordinance shall be in full force and effect upon its passage and approval, as required by law.

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

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

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

APPROVED by me this 27<sup>th</sup> day of October, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

**EXHIBIT A**

ADDENDUM TO TRAFFIC LAW  
ENFORCEMENT SYSTEM AGREEMENT

WHEREAS, On December 17, 2007, the Village of Forest Park entered into a Traffic Law Enforcement Agreement (“Agreement”) with RedSpeed Illinois LLC (“RedSpeed”).

WHEREAS, the original Agreement term has expired, and the parties have continued to honor the Agreement on a month-to-month basis; and

WHEREAS, the parties wish to renew the Agreement, and have therefore agreed to the following:

1. The Agreement is hereby renewed for One (1) year effective on the signing of this Addendum and will be automatically renewed for successive One (1) year terms unless terminated by either party. Either party may terminate the Agreement without cause upon Sixty (60) days’ written notice to the other party.

2. All other provisions of the Agreement shall remain in full force and effect. To the extent that any provision of the Agreement conflicts with paragraph 1 of this Addendum, this Addendum shall control.

AGREED:

Village of Forest Park

RedSpeed Illinois, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mayor Rory E. Hoskins  
Printed Name and Title

Robert Liberman , CEO  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AN ORDINANCE AUTHORIZING THE VILLAGE OF FOREST PARK,  
COOK COUNTY, ILLINOIS,  
TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM  
(Lead Service Line Replacement Project – Stage 3)**

**WHEREAS**, the Village of Forest Park, Cook County, Illinois (the “Village”), operates its public water supply system (the “System”), pursuant to and in accordance with the provisions of Article VII of the Illinois Constitution, Division 139 of the Illinois Municipal Code (65 ILCS 5/11-139-1 *et seq.*) and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (collectively, the “Act”); and

**WHEREAS**, the Mayor and Village Council of the Village (“Corporate Authorities”) have determined that it is advisable, necessary and in the best interest of the public health, safety, and welfare to improve the System by construction and installation of the following: replacement of lead water service lines (public and privately owned portion), together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (the “Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Village, which Project has a useful life of not less than seventy-five (75) years; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is Two Million Four Hundred Sixty-Five Thousand Dollars (\$2,465,000.00), and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is advisable, necessary and in the best interest of the Village to secure a loan (the “Loan”) from the Public Water Supply Loan Program (the “Program”) of the Illinois Environmental Protection

Agency (“IEPA”), in the aggregate principal amount of Two Million Four Hundred Sixty-Five Thousand Dollars (\$2,465,000.00) to provide funds to pay a portion of the cost of the Project, with the remaining cost of the Project paid from other Village sources; and

**WHEREAS**, the Loan shall bear an interest rate as defined by 35 Ill. Adm. Code 663, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the Loan; and

**WHEREAS**, the principal and interest payments of the Loan shall be payable semi-annually, and the Loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

**WHEREAS**, the Loan shall be repaid from revenues of the System (the “Dedicated Revenue Source”) and the Loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, the Village does not have any outstanding debt obligations which encumber the Dedicated Revenue Source, but the Village has two existing IEPA loans, IEPA Loan L17-6160 and IEPA Loan L17-7101, to fund Stages 1 and 2 of the Project; and

**WHEREAS**, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Program in the aggregate principal amount of Two Million Four Hundred Sixty-Five Thousand Dollars (\$2,465,000.00) to provide funds to pay the costs of the Project; and

**WHEREAS**, in accordance with the Program, the Village is eligible to have up to 100% of the principal of the Loan forgiven by the State of Illinois; and

**WHEREAS**, the Loan to the Village shall be made pursuant to a loan agreement, including certain terms and conditions between the Village and the IEPA (the “Loan Agreement”).

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

**SECTION 1. INCORPORATION OF PREAMBLES.** The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**SECTION 2. DETERMINATION TO BORROW FUNDS.** It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village in the aggregate principal amount (which can include construction period interest financed over the term of the Loan) not to exceed Two Million Four Hundred Sixty-Five Thousand Dollars (\$2,465,000.00), the principal of which may be forgivable up to 100% in accordance with the Program.

**SECTION 3. PUBLICATION.** This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten (10) days after passage in the *Forest Park Review*, a newspaper published and of general circulation in the Village, and if no petition, signed by electors numbering 10% or more of the registered voters in the Village (*i.e.*, 1,068) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the Village, is filed with the Village Clerk within thirty (30) days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village Clerk to any individual requesting one.

**SECTION 4. ADDITIONAL ORDINANCES.** The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the IEPA, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the Dedicated Revenue Source, so long as the maximum amount of the Loan as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due on the Loan to the Program without the written consent of the IEPA.

**SECTION 5. LOAN NOT INDEBTEDNESS OF THE VILLAGE.** Repayment of the Loan to the IEPA by the Village pursuant to this Ordinance is to be solely from the Dedicated Revenue Source, and the Loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation. The foregoing notwithstanding, the Village is only seeking a loan for which 100% principal forgiveness or some lesser amount is available and, to the extent that principal forgiveness in an amount satisfactory to the Village is not available and provided for the Project, the Village has determined that it will not be seeking a

loan for the Project.

**SECTION 6. APPLICATION FOR LOAN.** The Mayor of the Village is hereby authorized to make application to the IEPA for the Loan through the Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 663.

**SECTION 7. ACCEPTANCE OF LOAN AGREEMENT.** The Corporate Authorities hereby authorize acceptance of the offer of the Loan through the Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the funds obtained through the Loan shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement.

**SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT.** The Mayor is hereby authorized and directed to execute the Loan Agreement with the IEPA and all such other documents as may be necessary to obtain the Loan. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the IEPA in connection with the Loan.

**SECTION 9. SEVERABILITY.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 10. REPEALER.** All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 27<sup>th</sup> day of October, 2025.

AYES:

NAYS:

ABSENT:

APPROVED by me this 27<sup>th</sup> day of October, 2025.

---

Rory E. Hoskins, Mayor

Attested and Filed in my office,  
And published in pamphlet form  
this \_\_\_\_\_ day of October, 2025.

---

Megan Roach, Deputy Village Clerk

**EXHIBIT A**

**NOTICE OF INTENT TO BORROW FUNDS  
AND RIGHT TO PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number O-\_\_\_\_-25, adopted on October 27, 2025, the Village of Forest Park, Cook County, Illinois (the “Village”), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$2,465,000.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvements to the public water supply system of the Village. A complete copy of the Ordinance accompanies this Notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 1,068 or more electors of the Village (being equal to 10% of the registered voters in the Village), requesting that the question of improving the public water supply system of the Village and entering into the Loan Agreement is submitted to the Village Clerk within thirty (30) days after the publication of this Notice, the question of improving the public water supply system of the Village as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village at the next general primary election to be held under general election law on March 17, 2026. A petition form is available from the office of the Village Clerk.

/s/ Megan Roach  
Deputy Village Clerk  
Village of Forest Park  
Cook County, Illinois

**AN ORDINANCE APPOINTING LETITIA OLMSTED AS VILLAGE TREASURER  
FOR THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, 65 ILCS 5/4-5-4 of the Illinois Municipal Code and Section 1-5C-1 of the Municipal Code of the Village of Forest Park (“Village”) provide for the appointment by the Village Council of the office of Village Treasurer, with the requisite duties necessary to carry into effect the powers conferred upon that office on behalf of the Village;

WHEREAS, the Council of the Village finds the office of Village Treasurer vacant and recommends Letitia Olmsted to serve in the office of Village Treasurer; and

WHEREAS, 65 ILCS 5/4-4-2 of the Illinois Municipal Code and Section 1-5C-2 of the Municipal Code require that before entering upon the duties of Village Treasurer, the Village Treasurer shall take an oath and shall execute a bond with security, to be approved by the corporate authorities of the Village.

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

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

SECTION 2. The Council hereby consents to and approves the nomination of Letitia Olmsted to serve in the office of Village Treasurer, upon passage of this Ordinance, for a term of office expiring May 1, 2026, and until a successor is appointed and qualified.

SECTION 3. The Village Mayor shall be and is hereby authorized and directed to execute and file with the Village Clerk the Certificate of Appointment of Letitia Olmsted, a copy of which is attached hereto marked as Exhibit A and made a part hereof.

SECTION 4. The penal sum of the bond of the Village Treasurer shall be in an amount of money that is not less than Fifty Thousand (\$50,000.00) Dollars, or three (3) times the latest Federal census population or any subsequent figure used for Motor Fuel Tax purposes.

SECTION 5. The corporate authorities of the Village hereby approve \_\_\_\_\_  
\_\_\_\_\_ as surety on the bond to be provided by the Village Treasurer and hereby approve the bond of the Village Treasurer in the penal sums hereby established and substantially in the form attached hereto as Exhibit B.

SECTION 6. The Village shall pay out of its funds the cost of the official bond furnished by the Village Treasurer.

SECTION 7. Upon issuance and execution of the official bond by the Village Treasurer and by the surety, respectively, the bond of the Village Treasurer shall be filed in the office of the Village Clerk.

SECTION 8. Upon Letitia Olmsted taking the Oath of Office attached hereto marked as Exhibit C, upon the issuance and execution of the official bond by the Village Treasurer and by the surety, respectively, and the filing of the bond of the Village Treasurer in the office of the Village Clerk and the Village Treasurer satisfying all other qualifications of office, the Village Mayor shall be and is hereby authorized and directed to execute and file with the Village Clerk the Warrant of Commission of Letitia Olmsted, a copy of which is attached hereto marked as Exhibit D and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 9: This Ordinance 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 27<sup>th</sup> day of October, 2025.

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

**EXHIBIT A**

**STATE OF ILLINOIS                    )**  
**COUNTY OF COOK                    ) SS**  
**VILLAGE OF FOREST PARK        )**

**CERTIFICATE OF APPOINTMENT**

TO:   Megan Roach, Deputy Village Clerk

I, Rory E. Hoskins, Mayor of the Village of Forest Park, Cook County, Illinois, do hereby certify that Letitia Olmsted has been duly appointed by me with the advice and consent of the Village Council on the 27<sup>th</sup> day of October, 2025 to the office of Village Treasurer of the Village of Forest Park, Illinois, effective the 27<sup>th</sup> day of October, 2025, for a term expiring May 1, 2026 and until her successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Forest Park, Illinois this 27<sup>th</sup> day of October, 2025.

---

Rory E. Hoskins  
Mayor of the Village of Forest Park, Illinois

**EXHIBIT B**

**OFFICIAL BOND  
VILLAGE TREASURER OF  
THE VILLAGE OF FOREST PARK, ILLINOIS**

**EXHIBIT C**

**VILLAGE OF FOREST PARK, ILLINOIS  
OATH OF OFFICE - VILLAGE TREASURER**

I, Letitia Olmsted, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of the office of Village Treasurer of the Village of Forest Park, Illinois according to the best of my ability.

---

Letitia Olmsted

Administered by Megan Roach, Deputy Village Clerk of the Village of Forest Park, Cook County, Illinois and sworn at the Village of Forest Park, Illinois, this 27<sup>th</sup> day of October, 2025.

Filed in my office this 27<sup>th</sup> day of October, 2025.

---

Megan Roach, Deputy Village Clerk  
of the Village of Forest Park, Cook County, Illinois

**EXHIBIT D**

**WARRANT OF COMMISSION  
FOR THE OFFICE OF VILLAGE TREASURER  
OF THE VILLAGE OF FOREST PARK, ILLINOIS**

**STATE OF ILLINOIS                    )**  
**COUNTY OF COOK                    ) SS**  
**VILLAGE OF FOREST PARK        )**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

I, Rory E. Hoskins, Mayor of the Village of Forest Park, Cook County, Illinois, a municipal corporation, hereby certify that Letitia Olmsted, having been duly appointed by me with the advice and consent of the Village Council on the 27<sup>th</sup> day of October, 2025, is hereby commissioned by this warrant to assume the duties of Village Treasurer, on behalf of the Village of Forest Park, Illinois, effective the 27<sup>th</sup> day of October, 2025, for a term expiring May 1, 2026 and until her successor shall have been duly appointed and qualified and is hereby fully authorized and empowered to assume and perform all the duties of said office according to law and the ordinances of this Village.

Given under my hand and the Corporate Seal of Forest Park, Illinois this 27<sup>th</sup> day of October, 2025.

---

Rory E. Hoskins  
Mayor of the Village of Forest Park, Illinois

[Seal]

---

Megan Roach, Deputy Village Clerk of the  
Village of Forest Park, Illinois

**A RESOLUTION APPROVING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION  
OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

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

Section 1. That certain Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services (“Intergovernmental Agreement”) between the Village of Forest Park and the Cook County Department of Public Health, effective December 1, 2025 and through November 30, 2026, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor and the Deputy Village Clerk are hereby authorized to execute two original copies of the Intergovernmental Agreement, as attached hereto and made a part hereof as Exhibit A, and their execution thereof to constitute conclusive evidence of their approval of same.

Section 3. The Deputy Village Clerk is further directed to return such executed Intergovernmental Agreements to the Cook County Department of Public Health for execution, along with a certified copy of this Resolution.

Section 4. The officials, officers and employees of the Village are hereby authorized to take such further action and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Intergovernmental Agreement.

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 27<sup>th</sup> day of October, 2025.

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

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

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

APPROVED by me this 27<sup>th</sup> day of October, 2025.

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

ATTESTED and filed in my office,  
And published in pamphlet form  
This \_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

**EXHIBIT A**

**COOK COUNTY INTERGOVERNMENTAL AGREEMENT**



Leadership  
 Toni Preckwinkle  
 President  
 Cook County Board of Commissioners  
 Erik Mikalits, MD, MBA  
 Chief Executive Officer  
 Cook County Health  
 Kiran Joshi, MD, MPH  
 Chief Operating Officer

Board of Directors  
 Raul Garza  
 Chair of the Board  
 Commissioner Bill Lowry • 3rd District  
 Vice-Chair of the Board  
 Jay Bhatt, DO, MPH, MPA  
 Maya Green, MD, MPH, FACHE  
 Joseph M. Harrington

Sage J. Kim, PhD  
 Gina Masuda Barnett, MPH  
 Robert G. Reiter, Jr.  
 Sam A. Roblison, III, PhD  
 Tanya R. Sorrell, PhD, PMHNP-BC  
 Heather Steans  
 Mia Webster Cross, MSN, RN

September 19, 2025

Mr. Steve Glinke  
 Village of Forest Park  
 517 Des Plaines  
 Forest Park, IL 60130

Dear Mr. Glinke:

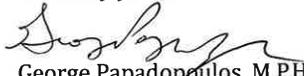
Enclosed are two (2) original copies of the Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services for the period of December 1, 2025 through November 30, 2026. **Both original copies of the agreement need to be signed where required and returned to me for final approval.**

Please return **both copies** to:

Cook County Department of Public Health  
 10220 S. 76<sup>th</sup> Avenue, Room 250  
 Bridgeview, IL 60455  
 Attn: Environmental Health Unit

One of the fully executed copies will then be returned to you for your official records. If you should have any questions or need any further information, please contact me at [george.papadopoulos@cookcountyhealth.org](mailto:george.papadopoulos@cookcountyhealth.org) or Michelle Beckles at (708) 503-7531.

Sincerely yours,

  
 George Papadopoulos, M.P.H.  
 Director of Environmental Health  
 Environmental Health Services

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF  
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2025 by and between the Village of Forest Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

**WITNESSETH:**

**WHEREAS**, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

**WHEREAS**, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

**WHEREAS**, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

**WHEREAS**, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

**WHEREAS**, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

**WHEREAS**, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

**NOW THEREFORE**, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
  - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
  - c. Provide the **VILLAGE** with reports of inspections undertaken;
  - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
  - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
  - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
  - a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
  - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
  - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2025 and shall continue through November 30, 2026 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 10220 S. 76th Avenue, Room 250, Bridgeview, IL 60455; or the Mayor, Village of Forest Park, 517 Des Plaines Avenue, Forest Park, Illinois 60130.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

**IN WITNESS WHEREOF**, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

**VILLAGE OF FOREST PARK**  
a municipal corporation

By: \_\_\_\_\_

Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Dated:

**COUNTY OF COOK**, a body  
corporate and politic

By: \_\_\_\_\_

Senior Public Health Medical Officer

\_\_\_\_\_  
Dated

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF  
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2025 by and between the Village of Forest Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

**WITNESSETH:**

**WHEREAS**, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

**WHEREAS**, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

**WHEREAS**, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

**WHEREAS**, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

**WHEREAS**, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

**WHEREAS**, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

**NOW THEREFORE**, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
  - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
  - c. Provide the **VILLAGE** with reports of inspections undertaken;
  - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
  - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
  - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
  - a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
  - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
  - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2025 and shall continue through November 30, 2026 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 10220 S. 76th Avenue, Room 250, Bridgeview, IL 60455; or the Mayor, Village of Forest Park, 517 Des Plaines Avenue, Forest Park, Illinois 60130.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

**IN WITNESS WHEREOF**, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

**VILLAGE OF FOREST PARK**  
a municipal corporation

By: \_\_\_\_\_

Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Dated:

**COUNTY OF COOK**, a body  
corporate and politic

By: \_\_\_\_\_

Senior Public Health Medical Officer

\_\_\_\_\_

Dated

**RESOLUTION NO. R-\_\_\_\_\_ -25**

**A RESOLUTION AUTHORIZING THE CONTRACT AWARD FOR THE  
2025 SIDEWALK PROGRAM TO ROBERT R. ANDREAS & SONS, INC.**

WHEREAS, the Village of Forest Park (“Village”) previously approved specifications and advertised for bids for the 2025 Sidewalk Program ("Program"); and

WHEREAS, on October 14, 2025, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and eight (8) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	<b>COMPANY</b>	<b>BID</b>
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$62,000.00</i>
1	Robert R. Andreas & Sons, Inc.	\$41,537.50
2	Nardulli Construction Company, Inc.	\$49,282.50
3	Schroeder & Schroeder, Inc.	\$49,550.00
4	GC Designs, Inc.	\$50,975.00
5	J. Nardulli Concrete, Inc.	\$53,250.00
6	Everlast Blacktop, Inc.	\$57,232.50
7	Davis Concrete Construction Company	\$62,480.00
8	Alliance Contractors Inc.	\$89,457.50

WHEREAS, Robert J. Andreas & Sons, Inc. was the apparent lowest responsible and qualified bidder for the Program and provided the correct forms required for the Program, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined Robert J. Andreas & Sons, Inc. to be the lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Program be made to Robert J. Andreas & Sons, Inc. for the bid in the amount of Forty-One Thousand Five Hundred Thirty-Seven and 50/100 Dollars (\$41,537.50); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Program to the lowest responsible and qualified bidder, Robert J. Andreas & Sons, Inc., for the bid in the amount of Forty-One Thousand Five Hundred Thirty-Seven and 50/100 Dollars (\$41,537.50); and

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

contract to Robert J. Andreas & Sons, Inc., pursuant to the bid for the Program, and that the Village Clerk attest to the Mayor's signature on said documents.

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

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Program to the lowest responsible and qualified bidder, Robert J. Andreas & Sons, Inc., for the bid in the amount of Forty-One Thousand Five Hundred Thirty-Seven and 50/100 Dollars (\$41,537.50).

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Program to the lowest responsible and qualified bidder, Robert J. Andreas & Sons, Inc., for the bid in the amount of Forty-One Thousand Five Hundred Thirty-Seven and 50/100 Dollars (\$41,537.50).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 27<sup>th</sup> day of October, 2025.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

APPROVED by me this 27<sup>th</sup> day of October, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk



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

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

October 14, 2025

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

Attention: Rachell Entler – Village Administrator

Subject: 2025 Sidewalk Improvement Project  
**Bid Results / Recommendation of Award**  
(CBBEL Project No. 01.R000023.00133)

Dear Ms. Entler:

On Tuesday, October 14, 2025 at 10:00 a.m. bids were received virtually and opened publicly via Teams meeting for the 2025 Sidewalk Improvement Project. Eight (8) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 62,000.00
1	Robert R. Andreas & Sons, Inc.	\$ 41,537.50
2	Nardulli Construction Company, Inc.	\$ 49,282.50
3	Schroeder & Schroeder Inc.	\$ 49,550.00
4	GC Designs INC.	\$ 50,975.00
5	J. Nardulli Concrete, Inc.	\$ 53,250.00
6	Everlast Blacktop Inc.	\$ 57,232.50
7	Davis Concrete Construction Company	\$ 62,480.00
8	Alliance Contractors Inc.	\$ 89,457.50

Robert R. Andreas & Sons, Inc. is the low bidder with a bid of \$ 41,537.50. We have reviewed their bid document and find it to be in order. CBBEL has worked with Robert R. Andreas & Sons, Inc. previously and they appear qualified to perform this work.

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

Sincerely,

Spartak Fejzaj  
Project Manager

cc: Sal Stella – Village of Forest Park  
James Amelio - CBBEL

N:\FORESTPARK\0023\BG133\ADMIN\25.10.14 BIDS\1.RECOMMENDATION OF AWARD\_2025 SIDEWALK PROJECT 10.14.2025.DOC

Forest Park 2025 Sidewalk Improvement Project  
 Owner: Village of Forest Park  
 Solicitor: Christopher B Burke Engineering Ltd  
 10/14/2025 10:00 AM CDT

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Robert R. Andreas & Sons, Inc.		Nardulli Construction Company, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	2850	\$ 17.00	\$ 48,450.00	\$ 9.45	\$ 26,832.50	\$ 12.00	\$ 34,200.00
2	44000600	SIDEWALK REMOVAL	SQ FT	2850	\$ 2.00	\$ 5,700.00	\$ 2.50	\$ 7,125.00	\$ 2.45	\$ 6,982.50
3	*NA	DETECTABLE WARNING FOR PEDESTRIAN CROSSING, FURNISH AND INSTALL	EACH	4	\$ 450.00	\$ 1,800.00	\$ 275.00	\$ 1,100.00	\$ 375.00	\$ 1,500.00
4	*NA	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	LF	110	\$ 55.00	\$ 6,050.00	\$ 58.00	\$ 6,380.00	\$ 60.00	\$ 6,600.00
TOTAL:						\$ 62,000.00	\$ 41,537.50	\$ 48,282.50		\$ 48,282.50

Line Item	Item Code	Item Description	UoM	Quantity	Schroeder & Schroeder Inc.		GC Designs INC.		J. Nardulli Concrete, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	2850	\$ 12.00	\$ 34,200.00	\$ 9.50	\$ 27,075.00	\$ 12.00	\$ 34,200.00
2	44000600	SIDEWALK REMOVAL	SQ FT	2850	\$ 2.00	\$ 5,700.00	\$ 5.00	\$ 14,250.00	\$ 4.00	\$ 11,400.00
3	*NA	DETECTABLE WARNING FOR PEDESTRIAN CROSSING, FURNISH AND INSTALL	EACH	4	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 400.00	\$ 1,600.00
4	*NA	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	LF	110	\$ 75.00	\$ 8,250.00	\$ 75.00	\$ 8,250.00	\$ 55.00	\$ 6,050.00
TOTAL:						\$ 49,550.00	\$ 50,975.00	\$ 53,250.00		\$ 53,250.00

Line Item	Item Code	Item Description	UoM	Quantity	Everest Blacktop Inc.		Davis Concrete Construction Company		Alliance Contractors Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	2850	\$ 14.45	\$ 41,182.50	\$ 9.05	\$ 34,392.50	\$ 23.15	\$ 65,977.50
2	44000600	SIDEWALK REMOVAL	SQ FT	2850	\$ 2.00	\$ 5,700.00	\$ 12.75	\$ 36,337.50	\$ 2.00	\$ 5,700.00
3	*NA	DETECTABLE WARNING FOR PEDESTRIAN CROSSING, FURNISH AND INSTALL	EACH	4	\$ 600.00	\$ 2,400.00	\$ 600.00	\$ 2,400.00	\$ 320.00	\$ 1,280.00
4	*NA	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	LF	110	\$ 65.00	\$ 7,150.00	\$ 85.00	\$ 9,350.00	\$ 150.00	\$ 16,500.00
TOTAL:						\$ 57,232.50	\$ 62,480.00	\$ 89,457.50		\$ 89,457.50

**RESOLUTION NO. R-\_\_\_\_\_ -25**

**RESOLUTION AUTHORIZING THE APPROVAL OF  
PAY REQUEST #7 FOR THE AMI WATER METERS  
REPLACEMENT PROJECT TO VEREGY CENTRAL, LLC**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the AMI Water Meters Replacement Project ("Project") to Veregy Central, LLC ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #7 for completed work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #7 has been reviewed by Village staff, who have determined that Contractor is entitled to compensation for certain services performed under the Project, pursuant to the Pay Request #7; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #7 to Contractor in the amount of Ninety-Six Thousand Five Hundred Sixty-Eight and 35/100 Dollars (\$96,568.35); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #7 to Contractor under the contract for the Project.

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

Section 1. The Council of the Village hereby approves Pay Request #7 to Contractor in the amount of Ninety-Six Thousand Five Hundred Sixty-Eight and 35/100 Dollars (\$96,568.35) under the contract for the Project with Contractor.

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

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 27<sup>th</sup> day of October, 2025.

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

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

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

APPROVED by me this 27<sup>th</sup> day of October, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

**VEREGY CENTRAL, LLC  
AMI WATER METERS REPLACEMENT PROJECT  
PAY REQUEST #7**



1830 Craig Park Court  
St. Louis, MO 63146

**WAIVER OF LIEN – PARTIAL**

To All Whom It May Concern:

WHEREAS, **CORE & MAIN LP** has been employed by:

**VEREGY CENTRAL LLC**

to furnish miscellaneous materials under a contract for the improvement of the premises described

**517 DES PLAINES AVE, FOREST PARK, IL 60130**

in the (City or Village) of FOREST PARK County of \_\_\_\_\_

**COOK** State of **Illinois** of which \_\_\_\_\_

**VILLAGE OF FOREST PARK** is the Owner.

**NOW, THEREFORE**, this 26<sup>th</sup> day of September 2025

for and in consideration of the sum of \$16,765.98

Dollars paid simultaneously herewith, the receipt where of is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, material, fixtures, apparatus or **machinery** furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

**CORE & MAIN, LP**

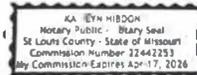
Signature: Emily Kessler

By: Emily Kessler

Title: Credit Manager

Sworn to and subscribed before me:

Raithly Ann



Signature of Notary Public  
Commissioned State of Missouri

Notary Public

# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Village of Forest Park IL  
 517 Des Plaines Avenue  
 Forest Park, IL 60130

Project: 71-24-041 Village of Forest Park Water  
 Meters/AMI

Application No. : 7  
 Period To: 8/31/2025

Invoice Number: 082536

From Contractor: Veregy Central, LLC (f/k/a Control Technology  
 16647 Chesterfield Grove Rd Suite 201  
 Chesterfield, MO 63005

Via Architect:

Project Nos:  Contractor  
 Construction Manager  
 Contract Date:

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. Original Contract Sum .....	\$3,689,576.76
2. Net Change By Change Order .....	\$147,296.09
3. Contract Sum To Date .....	\$3,836,872.85
4. Total Completed and Stored To Date .....	\$2,462,634.20
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$2,462,634.20
7. Less Previous Certificates For Payments .....	\$2,366,065.85
8. Current Payment Due .....	\$96,568.35
9. Balance To Finish, Including Retainage .....	\$1,374,238.65

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$147,296.09	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$147,296.09	\$0.00
Net Changes By Change Order	\$147,296.09	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Veregy Central, LLC (f/k/a Control Technology & Solutions)

By: Dania Garcia Date: 08/25/2025

State of: MO  
 Subscribed and sworn to before me this 25th day of August 2025  
 Notary Public: Rachel Stoy  
 My Commission expires: 01/10/2026

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect's Rep certifies to the Owner that to the best of his knowledge, this payment application accurately reflects the progression of work and that the quality of the work is in accordance with the Contract Documents, and the contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 96,568.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on this Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

## Application and Certification for Payment, containing

Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 7

Application Date: 08/25/25

To: 08/31/25

Architect's Project No.:

Contract: 71-24-041 Village of Forest Park Water Meters/AMI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)							
<b>01 - Water Meter Installation</b>										
01	Water Meter Installs	821,729.22	0.00	0.00	0.00	0.00	0.00	0.00%	821,729.22	0.00
02	Water Meter Reprogramming	32,711.68	0.00	0.00	0.00	0.00	0.00	0.00%	32,711.68	0.00
03	Install Mobilization & Data Integration	455,607.46	318,925.22	22,780.38	0.00	0.00	341,705.60	75.00%	113,901.86	0.00
04	AMI & Customer Portal Professional Services & Equipment	323,017.87	209,961.62	48,452.68	0.00	0.00	258,414.30	80.00%	64,603.57	0.00
05	PM Development & Installation	129,538.25	51,815.30	6,476.91	0.00	0.00	58,292.21	45.00%	71,246.04	0.00
06	Engineer Development & Installation	32,200.56	32,200.56	0.00	0.00	0.00	32,200.56	100.00%	0.00	0.00
07	Training & PR Campaign	41,847.95	18,831.58	2,092.40	0.00	0.00	20,923.98	50.00%	20,923.97	0.00
08	Insurance, Safety, Warranty & Bond	118,061.13	94,448.90	0.00	0.00	0.00	94,448.90	80.00%	23,612.23	0.00
09	Out of Scope Services Contingency	91,163.99	0.00	0.00	0.00	0.00	0.00	0.00%	91,163.99	0.00
10	Water Meter and AMI Radios Materials	1,643,698.65	1,626,932.67	16,765.98	0.00	0.00	1,643,698.65	100.00%	0.00	0.00
101	CO #1: Additional Work Resolution R-11-25	134,346.09	0.00	0.00	0.00	0.00	0.00	0.00%	134,346.09	0.00
102	CO #2: Additional 25 Ally Meters	12,950.00	12,950.00	0.00	0.00	0.00	12,950.00	100.00%	0.00	0.00
	<b>Subtotal</b>	<b>3,836,872.85</b>	<b>2,366,065.85</b>	<b>96,568.35</b>	<b>0.00</b>	<b>0.00</b>	<b>2,462,634.20</b>	<b>64.18%</b>	<b>1,374,238.65</b>	<b>0.00</b>
	<b>Grand Totals</b>	<b>3,836,872.85</b>	<b>2,366,065.85</b>	<b>96,568.35</b>	<b>0.00</b>	<b>0.00</b>	<b>2,462,634.20</b>	<b>64.18%</b>	<b>1,374,238.65</b>	<b>0.00</b>

WAIVER OF LIEN TO DATE-Pay App 7

STATE OF Illinois

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by Veregy to furnish AMI and Meter Installations for the premises known as Village of Forest Park, Illinois of which the Village of Forest Park is the Owner.

The undersigned, for and in consideration of Ninety-six thousand five hundred sixty-eight & 35/100 (\$96,568.35) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the materials, supplies, equipment, fixtures, apparatus, machinery, or other items furnished, and on the moneys, funds, or other considerations due or to become due from the Owner, on account of labor, services, materials, supplies, equipment, fixtures, apparatus, machinery, or other items furnished to this date by the undersigned for the above- described premises. The undersigned further represent(s) and warrant(s) that the statements contained in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, are true and correct, and that the undersigned is authorized to make this Waiver of Lien to Date.

Given under hand and seal this 28th day of August 2025.

Signature and Seal: Dahris Garcia

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner; if waiver is for a limited liability company, the company name should be used and managing member should sign and designate himself as managing member.

AFFIDAVIT

STATE OF Illinois

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that: The undersigned is the Accountant of Veregy Central which has a contract with Village of Forest Park, IL for the Water Meter Installation work for the premises known as Village of Forest Park, owned by the Village of Forest Park, the total amount of the contract including extras is \$3,836,872.85, on which payment of \$2,366,065.85 has been received prior to this payment; all waivers are true, correct, and genuine and delivered unconditionally and there is no claim either legal or equitable to defeat the validity of said waivers; the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMT PAID	THIS PAYMENT	BALANCE DUE
Professional Meters	Installations	\$1,024,519.41		\$	\$1,024,519.41
Vertexone	Portal	\$ 20,000.00			\$ 20,000.00
Vicarious Production	Multimedia	\$ 4,000.00	\$4,000.00		\$ 0.00
Core & Main LP	Meters, Endpoints, AMI SAAS	\$1,325,495.00	\$1,308,729.00	\$16,765.98	\$ 0.00
Springbrook	Data Integrators	\$ 15,000.00	\$5,375.00	\$ 4,937.50	\$ 4,687.50
Veregy		\$1,447,858.44	\$1,047,961.85	\$74,864.87	\$ 323,597.72
TOTAL LABOR AND MATERIAL TO COMPLETE		\$3,836,872.85	\$2,366,065.85	\$96,568.35	\$1,374,238.65

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

Signed this 28th day of August, 2025.

Signature: Dahris Garcia

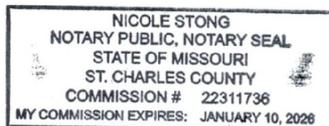
Name: Dahris Garcia

Title: Project Accountant

Subscribed and sworn to be before me this 28th day of August 2025

Nicole Stong

Notary Public



**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF THE APPLICATION FOR GREEN INFRASTRUCTURE  
GRANT OPPORTUNITIES (FY 2026) WITH THE  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
(CONSTITUTION COURT PARKING LOT TREATMENT TRAIN)**

WHEREAS, the Village of Forest Park (“Village”) is applying to the Illinois Environmental Protection Agency (“IEPA”) for Green Infrastructure Grant Opportunities (FY 2026) (“GIGO Grant”) for the grant amount of Eight Hundred Eighteen Thousand Three Hundred Sixty-Two and 00/100 Dollars (\$818,362.00); and

WHEREAS, the Village wishes to make an application for the Constitution Court Parking Lot Treatment Train project (the “Project”), with an estimated total Project budget cost of One Million Ninety-One Thousand One Hundred Fifty and 00/100 Dollars (\$1,091,150.00), which Project is eligible for funding under the GIGO Grant; and

WHEREAS, the Village deems it advisable, necessary and in public interest that the Village apply for the GIGO Grant for the Project.

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

Section 1. The foregoing recital clauses to this Resolution are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The Village’s application for a GIGO Grant with the IEPA, pursuant to the terms and conditions contained in said application, a copy of which is attached hereto and made a part hereof as Exhibit A (“Application”), is hereby approved, and the execution to submit the Application by the Mayor is hereby authorized.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to submit the Application for the GIGO Grant and carry out the purpose and intent of this Resolution and the Application for the GIGO Grant.

Section 4. The Village will make available the Village's share of the Project costs, if the Village's application for a GIGO Grant is approved, equal to the local matching budget amount, as required under the GIGO Grant, of approximately Two Hundred Seventy-Two Thousand Seven Hundred Eighty-Eight and 00/100 Dollars (\$272,788.00).

Section 5. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 27<sup>th</sup> day of October, 2025.

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

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

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

APPROVED by me this 27<sup>th</sup> day of October, 2025.

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

ATTESTED and Filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_, day of October, 2025.

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

**EXHIBIT A**

**GREEN INFRASTRUCTURE GRANT OPPORTUNITIES (FY 2026)  
APPLICATION**



**Village of Forest Park Constitution Court Parking Lot Treatment Train**

Prepared by Village of Forest Park  
for Environmental Protection Agency Green Infrastructure Grant Opportunities (FY 2026)

Primary Contact: James Amelio

## Opportunity Details

### Opportunity Information

CSFA Number  
532-60-2388

CSFA Popular Name  
Green Infrastructure Grant Opportunities

Title  
Green Infrastructure Grant Opportunities (FY 2026)

#### Description

This Notice of Funding Opportunity (NOFO) is to advise potential applicants of the availability of grant funds through the Green Infrastructure Grant Opportunities (GIGO). The Illinois Environmental Protection Agency (Illinois EPA) is seeking proposals for projects to construct green infrastructure best management practices (BMPs) that prevent, eliminate, or reduce stormwater runoff, reducing localized or riverine flooding in Illinois' rivers, streams, and lakes. Projects that implement treatment trains (multiple BMPs in series) and/or multiple BMPs within the same watershed are encouraged as they may be more effective and efficient than a single large green infrastructure BMP. BMPs may be located on public or private land.

For the purposes of GIGO, Green Infrastructure means any stormwater management technique or practice employed with the primary goal to preserve, restore, mimic, or enhance natural hydrology. Green Infrastructure includes, but is not limited to, methods of using soil and vegetation to promote soil percolation, evapotranspiration, and filtering or the harvesting and reuse of precipitation.

According to the United States Environmental Protection Agency (USEPA), localized and riverine flooding will likely become more frequent. Localized flooding happens when rainfall overwhelms the capacity of the drainage systems, while riverine flooding happens when river flows exceed the capacity of a river channel. By reducing stormwater runoff, detaining water away from impacted areas, and reconnecting streams to their floodplains, GIGO can help reduce the number and duration of both localized and riverine flood events.

Eligible GIGO projects, through the construction of BMPs, will decrease stormwater runoff prior to release into rivers, streams, and lakes, and include:

1. reconnection of a stream with its floodplain (e.g., two-stage ditch, daylighting);
2. flow control of stormwater runoff at sites directly upstream or downstream of an impervious area that currently impacts rivers, streams, or lakes through stormwater runoff discharge; and/or
3. flow control of water generated from impervious surfaces associated with existing urban land use (such as roads and buildings).

Examples of Project Types/BMPs that may be funded through GIGO are found at: <https://epa.illinois.gov/topics/grants-loans/water-financial-assistance/gigo.html>. The list is not all-inclusive, and inclusion of a BMP here does not equate to an automatic eligibility for funding under GIGO.

Illinois EPA will prioritize and select projects, according to the ranking criteria outlined in the Evaluation and Scoring Section, that are most cost-effective and yield the largest potential for stormwater runoff control. BMPs proven effective to reconnect a waterbody to its floodplain or BMPs proven effective at reducing impacts from stormwater runoff will receive priority. Project match requirements and selection criteria are provided later in this NOFO.

Project length is two years (24 months), unless otherwise approved by Illinois EPA.

Awarding Agency Name  
Environmental Protection Agency

Agency Contact Name  
Jeffrey Edstrom

Agency Contact Phone  
217-782-3362



**Village of Forest Park Constitution Court Parking Lot Treatment Train**  
Village of Forest Park

Agency Contact Email  
jeffrey.edstrom@illinois.gov

Fund Activity Categories

Category Explanation

Illinois EPA's Green Infrastructure Grant Opportunities Program provides grant funds for projects that implement green infrastructure practices to prevent, eliminate, or reduce stormwater runoff, resulting in reduced localized and riverine flooding for the protection of Illinois' rivers, streams, and lakes.

Manager  
Jeffrey Edstrom

Opportunity Posted Date  
8/27/2024

Announcement Type  
Initial Announcement

Funding Opportunity Number  
26-2388-01

Public Link  
<https://il.amplifund.com/Public/Opportunities/Details/936ac400-7c97-4c3e-8bbb-2e0c9ee711ca>

Is Published  
Yes

## Funding Information

Funding Sources  
State

Funding Source Description

GIGO utilizes funds distributed by the State of Illinois generated under the Build Illinois Bond Fund. Illinois EPA expects to award a total of \$5,000,000. GIGO has a set maximum total grant award of \$2,500,000 with a minimum grant award of \$75,000. No more than 50% of the program total, per funding cycle, shall be allocated to any one applicant or project.

GIGO is a reimbursement program. The grantee must perform the work, pay project costs, and submit an invoice with supporting documentation before Illinois EPA will reimburse the grantee for any approved eligible costs. Illinois EPA shall only make reimbursements to the grantee and shall reimburse the grantee no more frequently than monthly.

The Illinois EPA may elect to partially fund an application by funding discrete portions or phases of the project scope of work. This could be due to ineligible components identified in the application or inadequate funds available to complete the entire project.

Indirect Cost Rate

GIGO is limited to BMP implementation and limited design expenses. GIGO shall not compensate for indirect costs, overhead, equipment purchase, or administrative expenses associated with the execution of the project.

Project Match

GIGO may provide up to 75% of the approved project costs. The remaining 25% is the responsibility of the grantee and constitutes the match. Match may include money spent or in-kind services utilized to complete the approved project tasks. Match can be provided by the grantee, sub-contractor, or project partners (e.g., State programs, private foundations, landowners). A grantee may match greater than 25%.

Proposed projects that benefit an environmental justice (EJ) area may be eligible for up to 85% of GIGO assistance, with the applicant responsible for 15% of the costs as match.

## Funding Restrictions

Applicants may apply for more than one project; however, successful applicants shall only receive funding for more than one GIGO application if funds are available after all other successful applicants have been awarded funding. Partial funding may be offered if sufficient funds are not available to fund an entire application.

Design costs, up to \$50,000 or 15% of the total BMP costs, whichever is less, are eligible for grant funds and/or as match. The design costs must be: 1) identified in the application budget, 2) incorporated into the grant agreement budget, and 3) incurred within the term of the grant agreement.

Examples of ineligible activities, tasks, and components that shall not be funded through GIGO are provided below. The list is not all-inclusive:

- Land acquisition,
- Construction of BMPs affiliated with new construction and/or new development,
- Removal or demolition of existing structures that are not interfering with proposed project,
- BMP design without BMP construction,
- Stormwater conveyance (exception: short distance to direct stormwater to a GIGO BMP),
- Activities, BMPs, or BMP components that do not control, prevent, or address stormwater runoff to a river, stream, or lake,
- Routine operation and maintenance or repair of existing BMPs (e.g., invasive species removal, culvert replacement, street sweeping, catch-basin cleaning),
- Administrative and non-construction labor, equipment and supplies (non-construction), indirect costs, contingency, travel, outreach and education, monitoring,
- Bonus or acceleration payments to contractors to meet contractual completion dates for construction; fees for failure to pay invoices on time, check overdrafts, etc.,
- Permit or certification (e.g., 401) fees,
- Mitigation costs, and/or
- Projects mainly used for habitat improvement, shoreline/streambank stabilization, channel stabilization, agricultural soil erosion control, sediment removal (dredging) support facilities (roads, sewer systems), historic preservation, water supply protection, recreation, or wastewater treatment. However, if the project serves both eligible and ineligible components, GIGO funds may be provided for the eligible portion of the project, on a proportional basis.

Costs incurred prior to the grant agreement's effective term date or after its term ends are ineligible for reimbursement. Costs incurred prior to the grant agreements' effective date or after its term ends are ineligible as match unless otherwise approved as match by Illinois EPA.

Grantees shall not use any subcontractors, outside associates, or consultants in connection with any services covered by a grant agreement unless specifically authorized by the Illinois EPA. Grantees shall use procurement procedures that reflect applicable local and State of Illinois laws and regulations relating to any sub agreements for the performance of grant projects funded under GIGO.

## Funding Restrictions

See the Funding Source Description for more information

## Award Information

### Award Range

\$75,000.00 - \$2,500,000.00

### Award Type

Competitive

### Indirect Costs Allowed

No

### Matching Requirement

Yes

### Other Funding Requirement

## Submission Information

## Submission Window

08/05/2025 12:00 PM - 11/05/2025 1:00 PM

## Submission Timeline Type

One Time

## Submission Timeline Additional Information

Incomplete applications at the closing date and time shall not be considered for funding and preclude the Illinois EPA from making an award to the applicant.

## Allow Multiple Applications

Yes

## Other Submission Requirements

The applicant must describe how the project will be implemented and must propose specific, quantifiable units of BMPs to be installed (e.g., 1,000 feet of stream daylighting) to accomplish stormwater runoff control to an Illinois river, stream, or lake. Interim milestones for implementing the BMPs (e.g., design, permitting, reporting) must also be identified along with an associated schedule for the completion of those milestones.

The applicant must describe the expected outcomes of the project in terms of stormwater runoff for river, stream, and lake protection. Outcomes such as increased gallons of stormwater retained on-site from the project area are appropriate.

A complete GIGO application must include the following:

- a) Completed online application
- b) Location maps of project site and flood impacted areas
- c) Completed online Budget Section including fully detailed narrative section
- d) GIGO Project Details Spreadsheet (downloadable in online application) including stormwater volume and pollutant load reduction calculations
- e) Support Documentation (as applicable)
  - Designs/drawings
  - Photos of flooding
  - Engineers estimate of cost (as available)
- f) Illinois Works Jobs Program Act Forms (as appropriate) (linked to in online application)
  - Illinois Works Jobs Program Act - Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds form or Request for Waiver or Reduction of Public Works Project Apprenticeship Goals form
- g) Grantee Conflict of Interest Disclosure Form (downloadable in online application)

## Eligibility Information

### Eligibility Type

Public

### Eligible Applicants

- Individuals
- Small Businesses
- Others
- Government Organizations
- Education Organizations
- Public Housing Organizations
- Nonprofit Organizations
- For-Profit Organizations

### Applicant Eligibility Information

### Beneficiary Eligibility Information

### Credentials Documentation Eligibility Information

## Additional Eligibility Information

**Applicant Eligibility:** GIGO funds are available to any Grant Accountability and Transparency Act (GATA) Pre-Qualified entity that has legal status to accept funds from the State of Illinois. These may include local watershed groups, land conservancies or trusts, public and private profit and nonprofit organizations and institutions, units of government (county, municipal, township, or state), universities and colleges, park districts and other local land managing agencies, soil and water conservation districts, and conservation organizations.

Applicants must be pre-qualified in the GATA portal in order to receive an award from this NOFO. Pre-qualification items include:

1. Registered with the System for Award Management (SAM) ([www.SAM.gov](http://www.SAM.gov))
2. Have a valid and active Unique Entity Identification (UEI) Number
3. In good standing with the Illinois Secretary of State (if applicable)
4. Not currently debarred by the State of Illinois and/or federal government
5. Not on the Federal Excluded Parties List
6. Not on the Illinois Stop Payment List
7. Not on the sanctioned party list of the Department of Healthcare and Family Services
8. Not on the SAM.gov exclusion list.

Applicants must also complete the latest available Internal Control Questionnaire within the GATA portal prior to an award being made. IEPA staff will complete a programmatic risk assessment during the merit-based review of the applications. The awarding State agency considers both the ICQ responses regarding the organization-level programmatic questions and the content of the application submission. Submission of the Internal Control Questionnaire is not a pre-qualification requirement; however, not completing timely could result in delay of the award.

## Additional Information

### Additional Information URL

<https://epa.illinois.gov/topics/grants-loans/water-financial-assistance/gigo.html>

### Additional Information URL Description

Additional information about GIGO can be found on Illinois EPA's GIGO webpage.

It may be difficult to complete projects that include BMP design, engineering, permitting, and BMP implementation during a single grant period. Applications for renewal or supplementation of existing projects are eligible to compete with applications for new grant awards. Contact the Watershed Management Section (217) 782-3362 to discuss application options for long-term projects.

## Award Administration Information

### State Award Notices

The Illinois EPA shall specify the funding terms and specific conditions resulting from the Fiscal and Administrative and Programmatic Risk Assessments.

### Administrative and National Policy Requirements

The terms and conditions of the award shall be in the grant agreement.

No grantee shall receive a grant or any other State or federal assistance that would provide 100% or more of the eligible project costs.

If the grantee of a GIGO award is at any time offered any State, federal, or local grant or any other funding source, to assist in the payment of expenses for which the GIGO payment has been issued, the recipient shall reimburse the State of Illinois for any GIGO grant funds used to pay expenses or offered to be paid under another grant or funding source.

Each grantee must agree to comply with all applicable State requirements. This includes Uniform Administrative Requirements, 2 C.F.R. § 200 and GATA. These can have a significant impact on the costs and complexity of a project. GIGO grantees will be expected to submit signed assurances that they will comply with all State mandates, including:

- a) The Interagency Wetland Policy Act of 1989; 20 ILCS 830/: In accordance with the Interagency Wetland Policy Act of 1989, a grantee whose proposed project site is located on or within 250 feet of a wetland site listed on the National Wetlands Inventory will be required to comply with the requirements of this Act. This includes developing a plan to minimize adverse impacts on wetlands or providing written evidence that the proposed project will not have an adverse impact on a wetland. Project must also comply with Federal Wetlands Protection regulations at 24 C.F.R. § 58.5(b)(2),

which may require preparation of an Eight-Step Wetlands Review.

b) Illinois Endangered Species Protection Act; 520 ILCS 10/ and the Illinois Natural Area Preservation Act; 525 ILCS 30: Compliance requires consultation with the Endangered Species Consultation Program of the Illinois Department of Natural Resources to assure compliance. The consultation process must be implemented to avoid or minimize adverse impacts to State-listed species and their essential habitats that may result from the actions of State and local units of government. Grantees must certify the completion of the consultation process.

c) Illinois Prevailing Wage Act; 820 ILCS 130/: The Illinois Prevailing Wage Act requires the payment of prevailing wages for all construction funded in whole or in part with State funds, including funds passed through to private firms. Grantees shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision guaranteeing the faithful performance of such prevailing wage clause as provided by contract. Grantees will be required to report on Prevailing Wage Act compliance. If your project involves construction and/or equipment installation, go to <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> for more information.

d) Illinois Works Jobs Program Act; 30 ILCS 559/: Grantees must comply with requirements in the Illinois Works Jobs Program Act. For projects with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative; 30 ILCS 559/20-20 to 559/20-25 and all applicable administrative rules. The "estimated total project cost" is a good faith approximation, at the time an applicant submits a grant application, of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Works Apprenticeship Initiative is that 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. Grantees will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

e) Business Enterprise Program for Minorities, Females, and Person with Disabilities Act; 30 ILCS 575/: For grant awards of \$250,000 or more, the grantee will be required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act, which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female, or who have disabilities. The grantee must document a plan for compliance prior to the establishment of the grant agreement and ensure compliance through the life of the grant.

f) The National Emission Standards for Hazardous Air Pollutants for Source Categories; 40 C.F.R. § 63: These standards assure that, when existing buildings are demolished and/or renovated, people outside of those buildings (i.e., passers-by or neighborhood residents) are protected from airborne asbestos. If asbestos materials are involved in the rehabilitation work, the grantee must contact the Field Operations Section, Bureau of Air of the Illinois EPA to ensure compliance with Asbestos NESHAP.

In the grant agreement, the grantee shall be required to:

- Certify that it does and shall comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act; 35 ILCS 5/, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- Certify that it does and shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006; PL 109-282, September 26, 2006, 120 Stat 1186 with respect to federal Awards greater than or equal to \$30,000.
- Certify that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).
- Certify that it and its sub-grantees shall: (i) be registered with the federal SAM if seeking an Award that is partially or fully paid by federal funds and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid UEI (Unique Entity Identifier) number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee's must notify the Grantor in accordance with ARTICLE XVIII.
- Submit a "GIGO BMP Documentation Form Part I" with designs, maps, and pollutant load calculations for all BMPs, including BMPs installed with matching funds. The designs must be certified by a registered or licensed professional engineer of Illinois. The designs must be approved by the Illinois EPA, Bureau of Water, WMS prior to the start of BMP construction or implementation.
- Secure applicable State and federal permits for all BMPs, including BMPs installed with matching funds, prior to the start of their implementation.
- Develop and submit a 10-year O&M Plan for each of the BMPs installed. This includes BMPs installed with matching funds. O&M Plans must be approved by the Illinois EPA's WMS before BMP implementation and are for a minimum of ten years starting from the completion of the BMP.
- Submit a "GIGO BMP Documentation Form Part II" with cost documentation and pre- and post BMP photos and/or

video of the project site.

- Submit personnel activity reports accounting on an after-the-fact basis for 100% of the employee's actual time, separately indicating the time spent on the GIGO grant, other grants or projects, vacation or sick leave, and administrative time, if applicable.

#### Reporting

Specific reporting requirements will be communicated/outlined within the grant agreement. Quarterly reports shall include a Periodic Financial Report, a Periodic Performance Report, and a Quarterly Narrative.

All projects require a final project report. The grantee shall submit to the Illinois EPA, by the date specified in the grant agreement, a report explaining the execution of the project and evaluating the project's success. The report shall document the project tasks and summarize the findings, costs, and benefits of the project.

#### State Awarding Agency Contacts

If you have any programmatic questions regarding GIGO, this NOFO, or the Application, contact the Illinois EPA's WMS staff at:

Illinois Environmental Protection Agency  
Bureau of Water  
WMS #15  
P.O. Box 19276  
Springfield, Illinois 62794-9276  
Email: [epa.bowgrants@illinois.gov](mailto:epa.bowgrants@illinois.gov)  
Phone: (217) 782-3362

If you have fiscal and administrative questions regarding the grant application, Internal Controls Questionnaire (ICQ), or pre-qualifying through the GATA Grantee Portal, contact the Illinois EPA's Fiscal staff at:

Email: [epa.gata@illinois.gov](mailto:epa.gata@illinois.gov)

#### Other Information

Click at <https://epa.illinois.gov/topics/water-quality/surface-water/green-infrastructure.html> for additional information about green infrastructure and GIGO.

Illinois EPA has the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the grantee receiving financial assistance under the grant agreement whether the product is developed by the grantee or a sub-grantee.

Illinois EPA is not obligated to make any grant award as a result of this NOFO.



## Project Information

### Application Information

Application Name

Village of Forest Park Constitution Court Parking Lot Treatment Train

Award Requested

\$818,362.00

Total Award Budget

\$1,091,150.00

### Primary Contact Information

Name

James Amelio

Email Address

jamelio@cbbel.com

Address

9575 W. Higgins Road  
Rosemont, Illinois 60018

Phone Number

847-823-0500

## **Project Description**

### **1. Uniform Grant Application:**

#### **Applicant Completed Section**

Legal Name (Name used for Unique Entity Registration (UEI) and grantee pre-qualification)  
Village of Forest Park

Common Name (DBA)  
Village of Forest Park

Employer/Taxpayer Identification Number (EIN,TIN)  
36-6005875

Organizational UEI Number  
JGWJBEJKDTF6

Organizational DUNS Number  
076891365

GATA ID (assigned through the grantee portal)  
681427

SAM Cage Code  
4KZD4

#### **Applicant's Organizational Unit**

Department Name  
Public Works

Division Name  
Public Works

#### **Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application**

First Name  
James

Last Name  
Amelio

Suffix

Title  
Group Lead

Organizational Affiliation  
Christopher B. Burke Engineering, Ltd.

Telephone Number  
8478230500

Fax Number

Email Address  
jamelio@cbbel.com



**Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application**

First Name

Rachell

Last Name

Entler

Suffix

Title

Village Administrator

Organizational Affiliation

Village of Forest Park

Telephone Number

708-615-6201

Fax Number

Email Address

rentler@forestpark.net

**Applicant's Name and Contact Information for Person Authorized to Sign Agreement for Grantee**

First Name

Rachell

Last Name

Entler

Suffix

Title

Village Administrator

Organizational Affiliation

Village of Forest Park

Telephone Number

708-615-6201

Fax Number

Email Address

rentler@forespark.org

**Areas Affected**

Are areas affected by the project?

- Yes
- No

Please list the areas affected by the Project (cities, counties, state-wide)

Village of Forest Park

Add Attachments (e.g., maps)

Location Map.pdf

Legislative and Congressional Districts of Applicant

The applicant is within the 7th Congressional District of Illinois, IL Senate District #39, and IL House District #10.

Legislative and Congressional Districts of Program/Project

The project is within the 7th Congressional District of Illinois, IL Senate District #39, and IL House District #10.

Attach an additional list, if necessary

### Applicant's Project

Description Title of Applicant's Project

Village of Forest Park Constitution Court Parking Lot Treatment Train

Proposed Project Term Start Date

5/1/2026

Proposed Project Term End Date

10/31/2027

### Applicant Certification

By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(\*)The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

Applicant Certification

I Agree

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## 2. Project Description

### Project Overview

The implemented project will control stormwater runoff that causes:

- Localized Flooding
- Riverine Flooding
- It addresses Localized AND Riverine flooding
- There is no existing flooding

Identify the type of project proposed

- Single Site/Single BMP
- Single Site/Single Treatment Train Project
- Multiple Sites or Watershed-wide/Single or Multiple BMP and/or Treatment Train
- Other

Estimate (in acres) the flooded localized or riverine area that will be positively impacted by this project: See below for tool to help calculate area

.5 acres

How far is the BMP from a river, lake, or stream?

- 500 feet
- 501 - 1000 feet
- 1001 - 3500 feet
- Over 3501 feet

The USGS Streamstat interactive map is a great tool to calculate watershed size.

<https://www.usgs.gov/mission-areas/water-resources/science/streamstats-streamflow-statistics-and-spatial-analysis-tools>

Project Length (in months)

16 months maximum

Proposed Project: In at least 3-4 sentences, describe the proposed project. Identify all major green infrastructure components, including BMP techniques to be implemented. Include information if the project retrofits an existing practice.

The Village of Forest Park, located in western Cook County within the Lower Des Plaines River Watershed, is proposing to replace the existing asphalt surface parking lot at Constitution Court (15,000 SF) that serves local businesses, with a treatment train which includes a permeable paver parking lot with new underdrains, catch basins, and storm sewer connections and a raingarden. This urban stormwater infrastructure retrofit project will allow for stormwater infiltration and provide additional underground stormwater storage managing stormwater entering the Village's combined system.

The proposed project will have a treatment train including the permeable pavers and raingarden, combined to slow the volume and flow of the stormwater and remove pollutants from the water before entering the combined system. The system experiences combined sewer overflows (CSOs) during heavy rainfalls. Because permeable pavement allows 97% of rainwater to infiltrate into the ground, and it works to filter contaminants present in stormwater and reduce pollutant concentrations entering waterways or storm sewers, the proposed project is intended to significantly decrease the volume of stormwater entering the Village's combined sewers and the risk of CSOs, which currently impact the Des Plaines River adversely.

Existing Conditions: In at least 3-4 sentences, describe the existing site conditions and surrounding area, not limited to land use, percent of impervious cover, type of sewer service in the area.

The Constitution Court parking lot is composed of deteriorated Hot Mix Asphalt (HMA) pavement. The Constitution Court parking lot, located in the downtown business district, has adjacent land uses that are almost 100% commercial. The impervious surface is almost 100%, with some vegetated planters and street trees associated with the lot. The Constitution Court parking lot drains into a dedicated storm sewer system, however the storm sewer system is undersized, so a reduction of the volume going into the storm sewer will benefit the entire system.

Forest Park has active CSO problems and has a sewer separation plan to mitigate these issues long term. Heavy rainfall often causes excessive stormwater flows, which overload the existing combined sewer system and results in CSOs discharging into the adjacent Des Plaines River. The Des Plaines River was identified as an impaired water body in the 2010 Illinois Integrated Water Quality Report and Section 303 (d) List, specifically for aquatic life, fish

consumption, and primary contact recreation.

**Flooding:** In at least 3-4 sentences, describe the localized or riverine flooding that is occurring. Estimate the size of the flooded area in acres and depth, frequency of flooding, etc. Provide documentation (pictures, maps) as an attachment.

Forest Park experiences localized flooding during heavy rainfall events resulting in substantial and costly impacts to the region. Residents and business owners have communicated concerns during significant rain events where numerous streets are flooded to the level where they are un-passable and basements experience sewer backups. In 2015, the Village completed an existing conditions assessment of stormwater and sewage infrastructure, which explored green pavements and sewer separation as a strategy to manage stormwater runoff from new development and redevelopment sites so that the capacity of the sewer system can effectively handle the volume.

**Operation and Maintenance (O&M):** In at least 3-4 sentences, describe the operation and maintenance activities that will be implemented for the proposed BMPs for a length of time no less than 10 years. Identify the parties responsible and the source of funds to be used to implement the O&M.

The Forest Park Public Works Department will perform routine maintenance for the parking lot including sweeping and snow removal. The required match will be funded through the General Fund and will be incorporated into the routine maintenance work that the public works department already performs. The Village will perform O&M activities for the duration of the life of the permeable pavers and rain garden which will be at least 10 years.

The Village is a part of a consortium of adjacent municipalities that cost share to have reset bricks and reinstated gaps on bricks in green alleys. The Village of Forest Park has seen the direct benefit from the reduced financial burden and budget flexibility that has resulted from participating in the consortium. This allows the Village to strategically maintain green infrastructure without having the large financial burden typically associated with ad hoc maintenance. The Village has found this program to be beneficial for its other existing infrastructure and will plan to use this program for the proposed permeable paver lot.

**Relationship to other green infrastructure activities (e.g., is this part of a larger project or supported by local zoning)**

In the Village's current comprehensive plan, adopted in 2014, one of the two goals for community facilities is to "provide effective stormwater and sewer systems that handle current and future capacity needs." The goal's three objectives are: prioritize and construct improvements needed for the stormwater and sewer system to prevent area flooding; promote the use of green infrastructure to manage stormwater and create healthy environments; and for new development to follow current MWRD regulations. The comprehensive plan discusses creating a separate green infrastructure plan, which will identify sites for BMPs for on-site stormwater retention. Within that recommendation, the Village notes that "municipal parking lots may be replaced with porous/permeable pavements."

Forest Park, in line with its comprehensive plan, has constructed five green alleyways to improve stormwater management and upgrade local infrastructure. These alleys use permeable pavers bordered by pitched concrete to channel water for natural infiltration, reducing runoff and revitalizing neglected areas into sustainable, resilient spaces. Completed in two phases for efficient execution, the green alley initiative demonstrates the Village's commitment to innovative stormwater infrastructure.

**Remember to periodically save your work while filling out the application.**

- **When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**
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### 3. Project Overview

#### Project

How large is the area impacted by riverine or localized flooding?

Most of the Village, which is 2.4 square miles, has combined sewer drainage and is impacted by localized basement flooding.

What portions of this area will benefit from this project and how?

The project will remove area from draining directly to the combined sewer network and will add subsurface storage volume to attenuate discharge rates to the downstream storm sewer system. This area will significantly benefit the visitors and residents in Forest Park's downtown. The proposed improved parking lot is located in the Village's core and is the area of the Village where the most people gather and visit for essential services.

How far is the proposed project upstream or downstream of riverine or localized flooding?

There is localized basement flooding surrounding the project location.

What percent of the flood impacted area is serviced by storm sewers?

20.00%

How far is the proposed project upstream or downstream of a river, stream or lake?

The project is located approximately 4,800 feet from the Des Plaines River.

What is the increased volume (in gallons) of stormwater retained/detained resulting from the BMPs?

5000.00

How long (in days) is the BMP designed to detain the captured stormwater?

2

What percent of the proposed project BMPs will reconnect the river, stream, or lake to its floodplain?

0.00%

#### Project Details

**Remember to periodically save your work while filling out the application.**

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- Not finished with this page yet? Click **Save** or **Save & Continue** to edit and complete at a later time.

**If you have any questions regarding this application, please contact Jeff Edstrom at [jeffrey.edstrom@illinois.gov](mailto:jeffrey.edstrom@illinois.gov) or 217.782.3362.**

Is the project located in, or provides stormwater management or water quality benefit for an Environmental Justice Area?

Yes

Information on Environmental Justice and Illinois EPA is found at the following link:

<https://www2.illinois.gov/epa/topics/environmental-justice/Pages/default.aspx>

Maps identifying potential Environmental Justice areas is found at the following link:

<https://illinois-epa.maps.arcgis.com/apps/webappviewer/index.html?id=f154845da68a4a3f837cd3b880b0233c>

What percent of the flooded area to be protected by project is located within an Environmental Justice area?

100.00%

Describe the location of the Environmental Justice area where the project will take place or how the project provides stormwater management or water quality benefit to Environmental Justice Area.

The project will provide stormwater management by decreasing flooding through the use of permeable pavement and native plan rain garden in the Environmental Justice Areas, Minority Population (east side & west side) nearby in Forest Park per 2023 EJ Tracker. This is based on our 2023 review of the map, as the map is no longer available.

**Remember to periodically save your work while filling out the application.**

- **When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.**
- Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to edit and complete at a later time.

The design/engineering approval of the BMPs will be completed by the following:

Licensed or Registered Professional Engineer of Illinois that has proven experience designing BMPs ▾

Have specific BMPs, including type, units, and specific location (known latitude-longitude center point) been identified?

- Yes
- No

Have all landowners of the site(s) been identified?

- Yes
- No

Have all landowners agreed to allow construction on their property?

- Yes
- No

Please describe the status of landowner engagement and willingness to participate in the project.

The Village of Forest Park owns the property.

Do you have documentation of approval from all landowners where the proposed project is located

- Yes
- No
- Applicant owns property

Please upload copies of written approval from landowners.

Optional additional narrative describing the project

Upload a copy of a map showing proposed project location and the flooded area that benefits from the project.

Forest Park Permeable Paver Drainage Areas.pdf

Upload an engineer's estimate of costs, or comparable document describing BMP costs, as available, to supplement the budget narrative.

Cost Estimate\_CONSTITUTION COURT\_092223.pdf

**Remember to periodically save your work while filling out the application.**

- **When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.**
- Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to edit and complete at a later time.

Will permits be required for the project(s)?

- Yes  
 No

Please describe any permits that will be required to construct the BMP(s)

A MWRD Qualified Sewer Construction permit will be required.

## Project Background and History

**When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.

Relationship to other green infrastructure activities implemented by the applicant or partner(e.g., is this part of a larger project or supported by local zoning) (1800 character maximum.)

In the Village's current comprehensive plan, adopted in 2014, one of the two goals for community facilities is to "provide effective stormwater and sewer systems that handle current and future capacity needs." The goal's three objectives are: prioritize and construct improvements needed for the stormwater and sewer system to prevent area flooding; promote the use of green infrastructure to manage stormwater and create healthy environments; and for new development to follow current MWRD regulations. Within that recommendation, the Village notes that "municipal parking lots may be replaced with porous/permeable pavements."

In alignment with the Village's comprehensive plan, Forest Park has implemented five green alleyways designed to improve stormwater management and enhance local infrastructure. These alleys feature permeable pavers at the center, flanked by pitched concrete that directs water toward the pavers, allowing for natural infiltration and reducing runoff. This innovative design not only addresses drainage issues but also transforms previously deteriorated areas into functional, environmentally sustainable spaces. By resurfacing these alleys permeable pavers, the Village is investing in long-term resilience.

The construction of the green alleys was successfully completed in two distinct phases, allowing for efficient planning and implementation. We hope to follow a similar phased approach for the proposed treatment train parking lot included in this application, with the future possibility that additional parking lots may be developed using the same model, building on the success and lessons learned from this initial effort.

## Additional Project Details Spreadsheet

The application requires completion of relevant worksheets in the following spreadsheet. There are instructions are found below and within the spreadsheet file to guide you regarding which worksheets should be completed. When you complete the worksheet, save it as an Excel file with an appropriate identifying name and upload it below. It should be completed while filling out the online application.

The application requires completion of relevant worksheets in the following spreadsheet. There are instructions are found within the spreadsheet to guide you regarding which worksheets should be completed. When you complete the worksheet, save it as an Excel file with an appropriate identifying name and upload it below. It should be completed while filling out the online application.

Download the Excel spreadsheet file here

GIGO Additional Details (FY 25 v14).xlsx

Upload the completed Excel spreadsheet with information required for your project.

GIGO Additional Details (FY 25 v14).xlsx

Did you upload the Additional Project Details spreadsheet?

- Yes  
 No

Do you have additional support documents to upload as part of the application package?

- Yes  
 No

**All application must include a map of the project location. Please ensure that a map is in the application package.**

**Do NOT upload individual image files. If you have photographs, place them in a Word or PDF document with descriptions of the photographs.**

Please upload additional support documentation here:

Forest Park Parking Lot Site Plan.pdf, Site Photos.pdf, Cross Section 1, Tree Grate\_Render1.pdf, Cross Section 2, Rain Garden 2.pdf

## 4. Organizational Information and Budget Background and Instructions

*Remember to periodically save your work while filling out the application.*

- **When you're finished reviewing the information on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.**

### Organizational Information

What is your ORGANIZATION'S total budget for the current fiscal year?

\$26,180,420.00

Describe any recent significant organizational staffing changes (NA if not applicable)

N/A

### Budget

The proposed budget must detail all expenses the organization seeks to cover with the anticipated grant and match funding.

**Include budget narrative that describes all costs within the pop up forms for each line item.**

Projects costs are limited to those incurred only during the grant agreement period

Closely follow the instructions and pay special attention to cost eligibility and expenses that may not be covered by the grant or match.

Budgeted items must be cost-effective in relation to the proposed activities.

The budget narrative should describe (as appropriate)

- "Who" does "What" within the budget category or
- What supplies or services are being purchased within the budget category.

Eligible budget categories for GIGO funding include:

- Personnel (for design and construction activities only)
- Fringe benefits (for design and construction activities only)
- Equipment
- Supplies (for construction activities only)
- Contractual Services
- Consultant (professional services)
- Construction
- Other or Miscellaneous Costs

Please note that in filling out the budget, the base for fringe match costs must equal the requested personnel costs.

Tips for filling out the budget form

The budget form includes line items that allow you to document how the budgeted amounts were calculated.

Click on the "+" to add individual line items for each selected budget category. Follow the instructions within the pop up forms.

This form requires the applicant to identify costs as either grant or match line items.

- For grant funded items, select "No" for the "Non-grant funded" field.

- For match funded items, select "Yes" for the "Non-grant funded" field. When you select "Yes", "Cash Match" and "In-Kind Match" input boxes will become visible.

## Additional Forms

Grantees must comply with requirements in the Illinois Works Jobs Program Act. For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative; 30 ILCS 559/20-20 to 559/20-25 and all applicable administrative rules. The "estimated total project cost" is a good faith approximation, at the time an applicant submits a grant application, of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Works Apprenticeship Initiative is that 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. Grantees will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

Do the total project costs (including match) equal or exceed \$500,000?

- Yes  
 No

If total project costs (including match) equal or exceed \$500,000, you should include either the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement Form or the Request for Waiver or Reduction of Public Works Project Form found at this link:

<https://dceo.illinois.gov/illinoisworks/apprenticeship.html>

Please determine which of the two Illinois Works Apprenticeship forms to fill out (the Budget Supplement or the Waiver Form), complete it and upload it here:

Did you complete and upload the appropriate Illinois Works Apprenticeship Form?

- Yes  
 No

## Conflict of Interest

**Grantees must immediately disclose in writing to the Program Administrator any actual or potential conflict of interest as soon as it becomes known, in accordance with 30 ILCS 708/35, 30 ILCS 708/60(a)(5), 44 Ill. Admin. Code 7000.330(f) and the grant agreement. This disclosure must be submitted for the Grantee and all sub-recipients or pass-through entities, whenever an actual or potential conflict may exist.**

**Continuing Obligation. The Grantee has a continuing obligation to disclose financial or other interests (public, private, direct or indirect) that may be a potential conflict of interest, or which could prohibit Grantee from entering or continuing the programs for which the grant is intended.**

**Grantee Form Submission: This form must be completed, signed, and returned for any State or federal grant funds awarded to the Grantee by the Agency. For conflicts that exist at the time of grant application submission, submit this form with your grant application materials. If no actual or potential conflicts exists, the grantee should indicate "no conflicts." For conflicts that arise after application submission, submit this form to your designated grant program point of contact within 7 calendar days after the conflict has been identified.**

Download and complete the IL-444-5205 Grantee Conflict of Interest Disclosure Form  
[IL444-5205.pdf](#)

Upload the completed IL444-5205 Grantee Conflict of Interest Disclosure Form

## Budget

### Proposed Budget Summary

#### Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
<b>7. Consultant Services and Expenses (2 CFR 200.459)</b>			
Christopher B. Burke Engineering, Ltd.	\$68,250.00	\$22,750.00	\$91,000.00
<b>Subtotal</b>	<b>\$68,250.00</b>	<b>\$22,750.00</b>	<b>\$91,000.00</b>
<b>8. Construction</b>			
Construction	\$750,112.00	\$250,038.00	\$1,000,150.00
<b>Subtotal</b>	<b>\$750,112.00</b>	<b>\$250,038.00</b>	<b>\$1,000,150.00</b>
<b>Total Proposed Cost</b>	<b>\$818,362.00</b>	<b>\$272,788.00</b>	<b>\$1,091,150.00</b>

#### Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
<b>Grant Funding</b>			
Award Requested	\$818,362.00		\$818,362.00
<b>Subtotal</b>	<b>\$818,362.00</b>		<b>\$818,362.00</b>
<b>Non-Grant Funding</b>			
Cash Match		\$272,788.00	\$272,788.00
In-Kind Match		\$0.00	\$0.00
Other Funding and Contributions		\$0.00	\$0.00
<b>Subtotal</b>		<b>\$272,788.00</b>	<b>\$272,788.00</b>
<b>Total Proposed Revenue</b>	<b>\$818,362.00</b>	<b>\$272,788.00</b>	<b>\$1,091,150.00</b>

### Proposed Budget Detail

See attached spreadsheet.

### Proposed Budget Narrative

#### 7. Consultant Services and Expenses (2 CFR 200.459)

##### Consultant Services (Fees):

For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

**Consultant Expenses:**

List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Christopher B. Burke Engineering, Ltd.

Forest Park's formal, written Procurement Policy will be used.

**8. Construction**

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

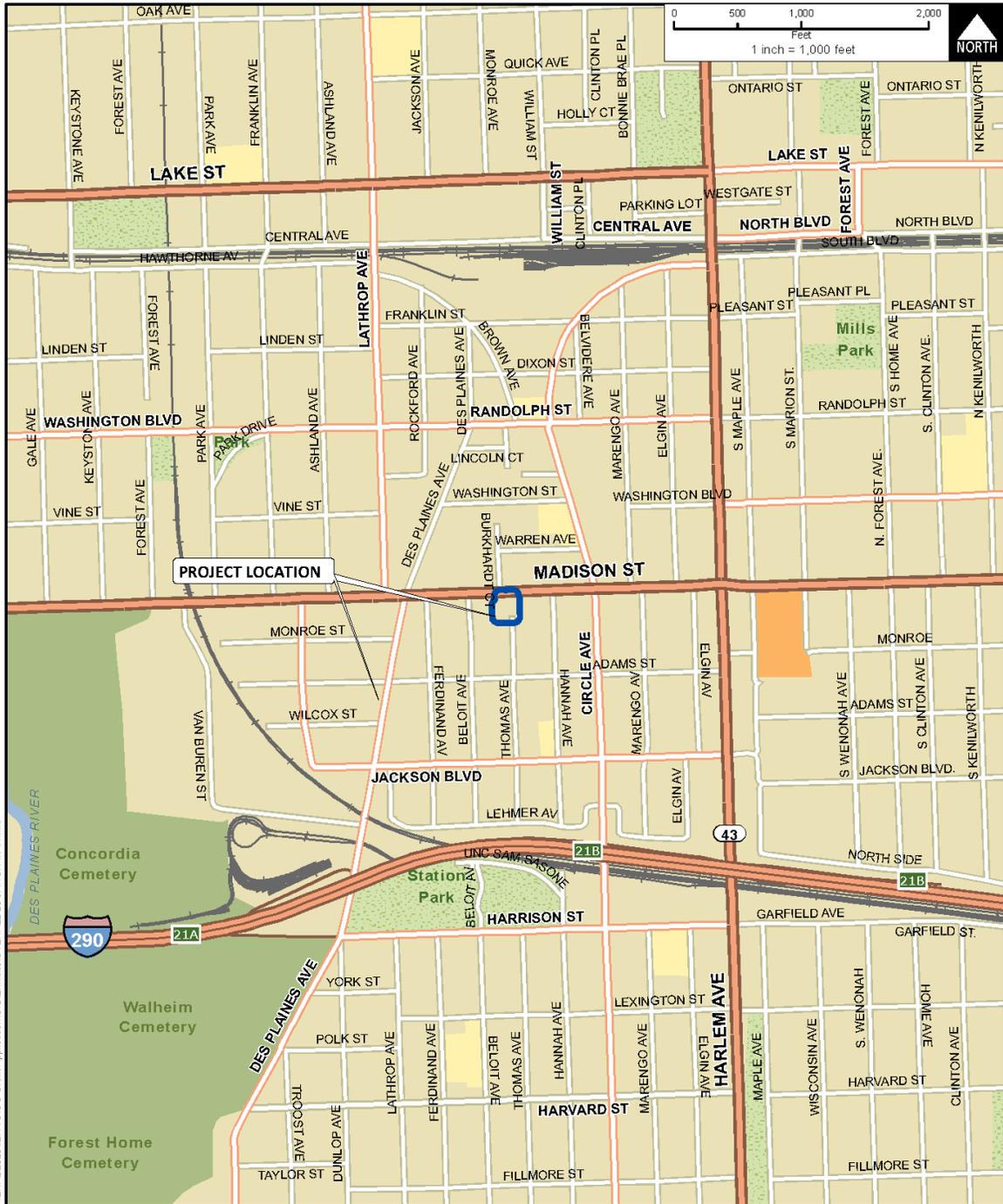
**Construction**

Items, and labor

Engineer's Opinion of Probable Cost & Summary of Quantities  
 Forest Park MWRD: GI Application  
 Constitution Court  
 Revised Date: 9/30/25

Calc: WBL  
 Check: JEH

SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	20200100	EARTH EXCAVATION	CY	970	\$ 75.00	\$ 72,750.00
	20800150	TRENCH BACKFILL	CY	60	\$ 50.00	\$ 3,000.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SY	110	\$ 10.00	\$ 1,100.00
	25100630	EROSION CONTROL BLANKET	SY	110	\$ 8.00	\$ 880.00
	28000510	INLET FILTERS	EACH	6	\$ 200.00	\$ 1,200.00
*	42001650	PAVEMENT FABRIC (SPECIAL)	SY	1600	\$ 5.00	\$ 8,000.00
	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SF	2500	\$ 20.00	\$ 50,000.00
	42400800	DETECTABLE WARNINGS	SQ FT	20	\$ 50.00	\$ 1,000.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	950	\$ 8.00	\$ 7,600.00
	44000600	SIDEWALK REMOVAL	SF	2500	\$ 8.00	\$ 20,000.00
*	44004400	PAVEMENT REMOVAL (SPECIAL)	SY	1650	\$ 20.00	\$ 33,000.00
	60107600	PIPE UNDERDRAINS 4"	FOOT	350	\$ 100.00	\$ 35,000.00
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	4	\$ 4,500.00	\$ 18,000.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.1.2	FOOT	1000	\$ 45.00	\$ 45,000.00
*	61140000	STORM SEWERS (SPECIAL), 8"	FOOT	355	\$ 182.00	\$ 64,610.00
*	70101700	TRAFFIC CONTROL AND PROTECTION	L.SUM	1	\$ 15,000.00	\$ 15,000.00
	78000100	LETTERS & SYMBOLS	SF	20	\$ 15.50	\$ 310.00
*	X2006901	TREE GRATE ASSEMBLY COMPLETE	EACH	2	\$ 5,000.00	\$ 10,000.00
*	20000990	AGGREGATE FOR TEMPORARY ACCESS	TON	5	\$ 100.00	\$ 500.00
*	20013798	CONSTRUCTION LAYOUT	L.SUM	1	\$ 25,000.00	\$ 25,000.00
*	NA	EXISTING LIGHTING SYSTEM TO BE MAINTAINED	L.SUM	1	\$ 20,000.00	\$ 20,000.00
*	NA	MOBILIZATION	L.SUM	1	\$ 50,000.00	\$ 50,000.00
*	NA	RAIN GARDEN PLANTINGS	L.SUM	1	\$ 10,000.00	\$ 10,000.00
*	NA	PAVER BRICKS (COMPLETE, WITH SETTING BED AND CHOKING STONE)	SQ FT	13800	\$ 28.00	\$ 386,400.00
*	NA	AGGREGATE BASE COURSE (PAVERS) (SPECIAL), 18"	SQ YD	1540	\$ 20.00	\$ 30,800.00
					Construction Cost \$	909,150.00
					Design Engineering 10% \$	91,000.00
					Construction Engineering 10% \$	91,000.00
					TOTAL \$	1,091,150.00



Path: N:\FORESTPARK\K0023\GENERAL\1\02\01\NEPA\GIG\0\_Gantt\_Application\GIS\EXH1\K0023\OVERBALL\_LOCATION\_MAP.mxd

<p>CLIENT:</p> <div style="text-align: center;">  <p><b>FOREST PARK</b> A CITY ACCESS SMALL TOWN CHARM</p> </div>	<p>TITLE:</p> <p style="text-align: center;"><b>PROJECT LOCATION MAP</b> CONSTITUTION COURT PARKING LOT</p>	<p>PROJ. NO.</p> <p>DATE: 8/21/2020</p> <p>SHEET 1 OF 1</p> <p>DRAWING NO.</p>																
<p> <b>CHRISTOPHER B. BURKE ENGINEERING, LTD.</b> 9575 W. Higgins Road, Suite 600 - Rosemont, Illinois 60018 · (847) 823-0500</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DSGN</td> <td>DRW</td> <td>SCALE:</td> <td>1:12,000</td> </tr> <tr> <td>CHKD</td> <td></td> <td>AUTHOR:</td> <td>DWALTERS</td> </tr> <tr> <td>FILE:</td> <td></td> <td>PLOT DATE:</td> <td>8/21/2020</td> </tr> <tr> <td colspan="4" style="text-align: center;">OVERALLLOCATION MAP</td> </tr> </table>	DSGN	DRW	SCALE:	1:12,000	CHKD		AUTHOR:	DWALTERS	FILE:		PLOT DATE:	8/21/2020	OVERALLLOCATION MAP			
DSGN	DRW	SCALE:	1:12,000															
CHKD		AUTHOR:	DWALTERS															
FILE:		PLOT DATE:	8/21/2020															
OVERALLLOCATION MAP																		
		<b>EXH 1</b>																



Constitution Court Parking Lot  
 Forest Park, IL  
 09/2025

Rain Garden=  
 986 SF  
 Permeable  
 Pavers=  
 12,657 SF

## EXISTING CONDITION PHOTOGRAPHS – CONSTITUTION COURT



Facing North



Facing Northwest



Facing West



Facing North

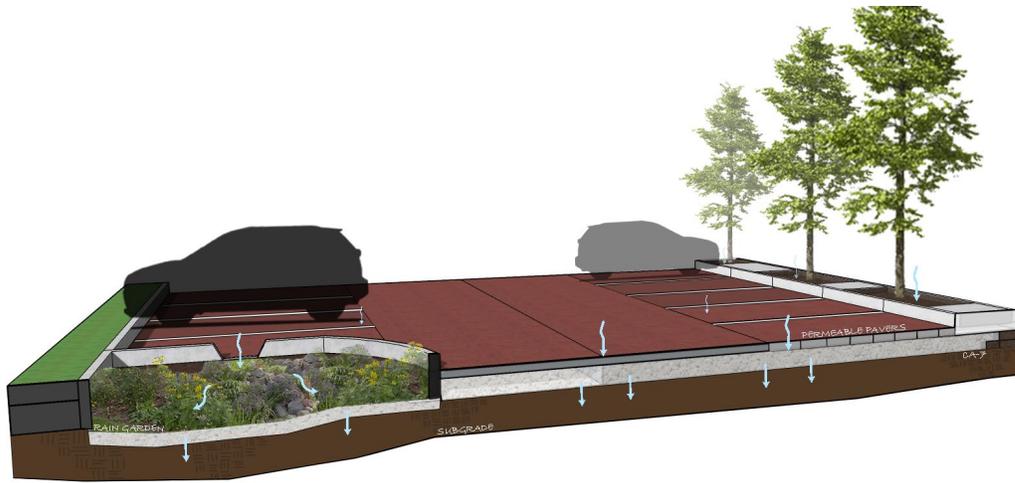


Facing South



Facing South





**RESOLUTION NO. R-\_\_\_\_\_ -25**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE  
EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL  
FOR CONSTRUCTION ENGINEERING BY AND BETWEEN  
CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF  
FOREST PARK FOR THE 2025 SIDEWALK IMPROVEMENT PROJECT**

WHEREAS, the Village of Forest Park ("Village") has enacted and proposes to implement the 2025 Sidewalk Improvement Project for 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 construction engineering 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 pre-construction services, construction observation, and post-construction and material testing with Burke to facilitate implementation of the Project.

Section 3. That certain "Professional Engineering Services Proposal for Construction Engineering for the 2025 Sidewalk Improvement Project" between the Village and Burke for the estimated fee of Nine Thousand Nine Hundred Ten and 00/100 Dollars (\$9,910.00) ("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 Deputy 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 27<sup>th</sup> day of October, 2025.

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

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

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

APPROVED by me this 27<sup>th</sup> day of October, 2025.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

**EXHIBIT A**

**Professional Engineering Services Proposal for Construction Engineering  
for the 2025 Sidewalk Improvement Project**



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

September 23, 2025

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

Attention: Mr. Sal Stella, Public Works Director

Subject: Professional Engineering Services Proposal for Construction Engineering for the  
2025 Sidewalk Improvement Project

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for construction engineering services related to the 2025 Sidewalk Improvement Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

#### UNDERSTANDING OF THE ASSIGNMENT

We understand the project consists of PCC sidewalk removal and replacement, detectable warnings, and concrete curb & gutter removal and replacement, and all necessary restoration as shown in the plans and specifications designed by CBBEL. The locations are various square removal and replacements throughout the Village as shown in the plan documents. It is our understanding that the Village will be using Local funds and the work shall be completed in 20 working days.

#### SCOPE OF WORK

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

##### *Task 1 – Pre-Construction Services*

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

**Task 2 – Construction Observation**

CBBEL will provide one part-time Resident Inspector (2 hours / day) for the duration of the Project (assumes 20 Working Days). CBBEL would like to use Michael Schmid (Engineering Technician III) as the Resident Inspector for this project; Michael has successfully performed services on the 2024 Lead Service Replacement Project for the Village of Forest Park.

Construction observation will include the following tasks:

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

**Task 3 – Post-Construction**

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

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

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

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.

- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

**ESTIMATE OF FEE**

Our Estimate of Fee is \$9,910.00 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: \_\_\_\_\_

JD/jmc  
N:\PROPOSALS\ADMIN\2025\Forest Park Sidewalk Program Phase III\Forest Park Sidewalk Program PH III.092325.docx

CBBEL WORK EFFORT  
Village of Forest Park

Construction Engineering - 2025 Sidewalk Improvements Project

	Personnel & Hours		Total Hours	% of Hours	Total Cost
	ENG V	ENG TECH			
Rate	\$245.00	\$145.00			
Pre-Construction Services	2	5	7	12.1%	\$ 1,215.00
Construction Observation	5	30	35	60.3%	\$ 5,575.00
Post-Construction	8	8	16	27.6%	\$ 3,120.00
Subtotal	15	43	58		
% of Hours	25.9%	74.1%			
Total Cost	\$ 3,675.00	\$ 6,235.00	\$ 9,910.00		\$ 9,910.00
Direct Costs					
Material Testing					\$ -
Total Cost					\$ 9,910.00

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2025, 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.

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF FOREST PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE GREEN ALLEY PROJECT 3**

WHEREAS, the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 220/1 *et seq.*, and are authorized by said Act and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements.

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

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

Section 2. That certain “Intergovernmental Agreement By and Between the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Green Alley Project 3 in the Village of Forest Park” (“Agreement”), a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 3. The Village authorizes acceptance of, and further agrees to use the funds received, pursuant to the Agreement, and that any required Village expenditure under the Agreement, be approved.

Section 4. The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement in substantially 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 approval of such changes.

Section 5. The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby under the Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement.

Section 6. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 27<sup>th</sup> day of October, 2025.

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

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

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

APPROVED by me this 27<sup>th</sup> day of October, 2025.

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

ATTESTED and filed in my office,  
And published in pamphlet form  
This \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF FOREST PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN ALLEY PROJECT 3 IN FOREST PARK, ILLINOIS**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Forest Park (“Village”), a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

**WHEREAS**, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

**WHEREAS**, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

**WHEREAS**, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

**WHEREAS**, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

**WHEREAS**, the Village is located within the boundaries of Cook County, Illinois; and

**WHEREAS**, pursuant to 65 ILCS 5/11-110-1 and 65 ILCS 5/11-109-1 the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

**WHEREAS**, the Village proposes constructing one (1) permeable alley using permeable pavers in the following location in Forest Park, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"): the "T" alley bounded by Thomas Avenue to the west, Harrison Street to the north, Hannah Ave to the east, and Lexington Street to the south; and

**WHEREAS**, the proposed green infrastructure installations at the above cited location will further the MWRDGC's goal of informing the public of the value of green infrastructure and will provide the design retention capacity ("DRC") described in Article 2 of this Agreement. The DRC will be comprised of two parts: (1) the constructed volume of stormwater stored within the stone void spaces built into the ground and/or that can pond on the surface of the green infrastructure ("Constructed Volume") and (2) the volume of water that can infiltrate into the ground beneath the green infrastructure during a six (6) hour time period ("Infiltration Volume"). The DRC constructed will be in addition to any retention capacity that the Village must comply with under local, regional, state, or other regulations for stormwater management; and

**WHEREAS**, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

**WHEREAS**, the Village's plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, on May 15, 2025, the MWRDGC’s Board of Commissioners authorized the execution of an intergovernmental agreement with the Village; and

**WHEREAS**, on October 27, 2025, the Village Council of the Village authorized the execution of an intergovernmental agreement with the MWRDGC; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the MWRDGC and the Village agree as follows:

**Article 1. Incorporation of Recitals**

The above recitals are incorporated by reference and made a part of this Agreement.

**Article 2. Scope of Work**

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of a permeable alley (“Project”). These improvements are categorized by the MWRDGC as “green infrastructure”.
2. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from tributary areas to the green infrastructure installation (“Managed Area”) so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1, attached to this Agreement.
3. The Village, at its sole cost and expense, will prepare the construction drawings, specifications, and details (“Construction Documents”) for the Project.
4. The Project will be constructed to provide enough DRC to meet or exceed the stormwater runoff volume generated by the Managed Area in a ten (10) year, twenty-four (24) hour storm event, as demonstrated using the DRC calculation sheet in Exhibit 2, attached to this Agreement. The DRC calculation sheet must be completed by a licensed professional engineer and must be approved by the MWRDGC prior to construction of the Project.

5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for bid advertisement and award for the Project.
6. The Village will provide the MWRDGC with a copy of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents and the DRC calculation sheet for the MWRDGC's approval as to the Public Benefit.
7. The MWRDGC will review the Construction Documents and the DRC calculation sheet and provide written comments to the Village within thirty (30) calendar days of receipt. The Village will incorporate the MWRDGC's review comments into the Construction Documents. At the sixty percent (60%) completion stage, the Village will include a report of the geotechnical investigation which must include the infiltration rate of the underlying soil (as determined by an infiltration rate test completed within the Project limits within the five (5) years preceding the execution of this Agreement) and the depth of the seasonably high ground water level at the Project location.
8. At the ninety-eight percent (98%) completion stage, the Village will include a detailed opinion regarding probable cost of construction and will include a breakdown of design, construction, construction engineering, and any other Project related costs incurred or that the Village expects to incur.
9. The Village will provide the MWRDGC with a copy of the one hundred percent (100%) complete Construction Documents and a final design DRC calculation sheet ("Final Design DRC").
10. Upon award of any Project related construction contracts, the Village will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days following final completion of the Project construction.
11. Also, upon award, the Village will provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, online, or any other media utilized by the Village; (2) a summary or tabulation of bids received; and (3) a copy of the Village's approval, resolution, or equivalent awarding the construction contract.

12. After construction, the Village will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders (not previously submitted), stormwater-related shop drawings, and field changes.
13. The MWRDGC will adjust the amount of its reimbursement commitment based upon the MWRDGC's review of the actual constructed DRC ("Final Constructed DRC")—including any addenda, change orders, or field changes that solely relate to the stormwater aspects of the Project.
14. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
15. To the extent practicable, the Village, its agents, contractors, or employees may elect to use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide the biosolids free of charge. The Village may be required to arrange and pay for the transportation of the biosolids to the Project area.
16. The Village will publicly advertise the Project and publicly award all Project related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 3), when advertising and awarding all Project related construction contracts. The Village will also require a payment bond and performance bond for all Project related construction contracts in general accord with the applicable standards of Exhibit 3. The Village may impose more stringent requirements than those contained in Exhibit 3 when awarding Project related construction contracts, but in no event will the Village's requirements fall below the MWRDGC's applicable general standards. Although the Village need not include Exhibit 3 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
17. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 4). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" are met for the Project,

as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although Exhibit 4 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.

18. The Village must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority and Women Owned Business Enterprises (attached to this Agreement as Exhibit 5). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 6). Collectively these goals are referred to as "participation goals".
19. The Village **must** meet the following participation goals applicable to the Project before construction is completed: twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE") and/or Women-owned Business Enterprises ("WBE").
20. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").
21. The determination as to whether the Village has complied with the requirements of this Agreement by attaining the MWRDGC's participation goals is solely within the MWRDGC's discretion. If the Village fails to attain each goal as determined by the MWRDGC, the MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
22. The Village will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with the MWRDGC's participation goals.
23. To evidence compliance with the MWRDGC's participation goals, the Village must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE participation, attached to this Agreement as Exhibit 7 and a completed VBE Commitment Form, attached to this Agreement

as Exhibit 8 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.

24. No changes can be made to an approved Utilization Plan without the prior written approval of the Diversity Administrator. Failure to obtain the prior written approval of the Diversity Administrator may result in a payment delay or denial. Additionally, the performance of work by businesses that did not receive prior written approval from the Diversity Administrator will not be counted towards the participation goals.
25. Together with each and every reimbursement request, the Village must submit to the Diversity Administrator the following: (1) a MBE/WBE and VBE Status Report (“Status Report”), attached to this Agreement as Exhibit 9; (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
26. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor and are available on the Illinois Department of Labor’s official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change during the construction phase of this Agreement.
27. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
28. The Village will submit a signed Operation and Maintenance Plan (“O&M Plan”) for the MWRDGC’s review and approval. The O&M Plan must be signed by an authorized representative of the Village. The O&M Plan will be included as part of this Agreement as Exhibit 10. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the approved O&M Plan.

29. The MWRDGC will reimburse the Village at a rate of five dollars (\$5) per gallon of Constructed Volume of the DRC and one dollar (\$1) per gallon of Infiltration Volume of the DRC. These reimbursement rates will be applied to the Final Design DRC. For the purposes of calculating reimbursement amounts, a maximum infiltration rate of 3.6 inches per hour will be used in the DRC calculation.
30. The MWRDGC may provide reimbursement to the Village for change orders that arise during construction of the Project, so long as the MWRDGC's total reimbursement for the Project (including change orders) does not exceed the Maximum Reimbursement Amount. For a change order to be considered for reimbursement, the work to be performed under the change order must be construction work that is necessary for the Project to proceed and work that was not foreseeable at the time that the final Construction Documents were reviewed and approved by the MWRDGC. A proposed change order must be submitted in writing to the MWRDGC for review and approval prior to any work being performed pursuant to the change order. The MWRDGC will review the proposed change order and will provide a written decision to the Village within fourteen (14) calendar days of receipt. The MWRDGC will not reimburse the Village for any work performed pursuant to a change order that has not received prior written approval. The MWRDGC's decision whether to reimburse the Village for a proposed change order is solely within the discretion of the MWRDGC.
31. The MWRDGC will reimburse the Village, per the requirements detailed in this Article, up to forty-eight and 80/100 percent (48.8%) ("Maximum Reimbursement Percentage") of the total construction cost of the Project. In no event will the reimbursement amount provided by the MWRDGC exceed three hundred twenty-six thousand seven hundred and 00/100 dollars (\$326,700.00) ("Maximum Reimbursement Amount"). If the Project is constructed for less than the total estimated cost of construction, the MWRDGC's Maximum Reimbursement Amount will be calculated using the total actual construction cost of the Project. For purposes of this Agreement, "construction" will mean all work necessary to build the Project as depicted in the final Construction Documents.
32. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the final Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project (unless otherwise approved by the MWRDGC as described

in Paragraph 30 of this Article). All funding provided by the MWRDGC will be exclusively to reimburse the Village for construction of the Project. For disbursement of funds to occur, the Village must provide the following documentation to the MWRDGC:

- a. A DRC calculation sheet showing the Final Constructed DRC, which must be within ten percent (10%) of the Final Design DRC. If the Final Constructed DRC differs by more than ten percent (10%) of the Final Design DRC, the reimbursement amount provided by the MWRDGC will be reduced or increased as appropriate; and
  - b. An exhibit showing the Project's Managed Areas and calculations of the runoff volume generated by the Managed Areas in a ten (10) and one hundred (100) year, twenty-four (24) hour storm event. The MWRDGC will cap the volume used to calculate the reimbursement amount at the runoff volume generated by the one hundred (100) year storm event.
33. The MWRDGC will disburse funds to the Village in accordance with the following schedule:
- a. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of a reimbursement request for fifty percent (50%) completion of construction; and
  - b. Subject to the Maximum Reimbursement Amount and Maximum Reimbursement Percentage, the remaining amount necessary to reimburse the Village based upon the Final Constructed DRC.
34. The Village must submit invoices for fifty percent (50%) completion of construction within thirty (30) calendar days of completion. The documents detailed in Paragraph 32 of this Article must be signed by a professional engineer licensed by the State of Illinois and submitted within sixty (60) calendar days of final completion or no later than December 15, 2026. The MWRDGC will only disburse funds in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.
35. The MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for this Project. Any additional funding sought from the MWRDGC beyond that which was approved and appropriated is subject to the approval of the MWRDGC's Board of Commissioners.

36. The Village is responsible for all other Project related costs including engineering, property acquisition, remediation, other design related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.
37. As a condition for reimbursement, the Village must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

### **Article 3. Permits and Fees**

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 6 of this Agreement.

### **Article 4. Environmental Site Assessment**

1. The MWRDGC and the Village agree that an environmental site assessment may be completed at the Project site prior to any work being performed in accordance with this Agreement.
2. The MWRDGC will reimburse the Village for the Maximum Reimbursement Percentage, as detailed in Article 2.31 of this Agreement, of the total cost of the environmental site assessment, but in no event will that amount exceed ten thousand dollars (\$10,000.00).
3. The Village is responsible for contracting with a company to provide the environmental site assessment. The Village must ensure that the company is properly licensed and insured to perform the necessary work.
4. The Village must provide the invoice for the environmental site assessment within fourteen (14) calendar days of receipt for reimbursement by the MWRDGC.
5. The funds to be provided by the MWRDGC to the Village for the environmental site assessment will be separate and distinct from the funds to be provided for the Project, as described in Article 2.31 of this Agreement.

6. The Village will provide the MWRDGC with a copy of the environmental site assessment report within fourteen (14) calendar days of receipt for the MWRDGC's review.
7. If, after review of the environmental site assessment report, it is determined that remediation of the Project site is required, the Village and the MWRDGC will commence discussion to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC pursuant to Article 9 of this Agreement.

#### **Article 5. Property Interests**

1. In executing this Agreement, the Village is affirming that the Project site is located entirely within a right of way, perpetual easement, or on other property owned solely by and within the Village. Further, the Village is affirming that it has an enforceable property interest in the Project site. As verification, the Village has completed the form affidavit provided by the MWRDGC, which has been executed by an authorized officer of the Village. Exhibit 11 attached to this Agreement contains the executed affidavit and any supporting documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site, as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 6 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees. When necessary, the Village will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.
4. If it is determined during the design or construction phases of the Project, as performed by the Village, that hazardous substances are located in, on, or under the Project site, the Village must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Village and the MWRDGC will commence

discussion to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC pursuant to Article 9 of this Agreement.

5. The Village will record all easements, licenses, or deeds acquired for the Project.
6. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
7. The Village may not lease, sell, or transfer the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third party during the term of this Agreement without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Paragraph of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 9 of this Agreement.
8. If Village leases, sells, or transfers, without the District's written approval, the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third party during the term of this Agreement, the Village shall pay back the funding that the MWRDGC provided to the Village, as directed by the MWRDGC.

#### **Article 6. Maintenance**

1. The Village, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the Village replaces the Project after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual

inspection report must either be stamped by a professional engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.

3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as required in the approved O&M Plan, the MWRDGC may issue written notice by certified, registered, or electronic mail to the Village directing the Village to perform such maintenance. If the maintenance has not been performed on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance, with said reimbursement to be paid by the Village to the MWRDGC within thirty (30) calendar days after request.
5. In addition to Paragraph 4 of this Article, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Village to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However, this Paragraph will not apply if, after twenty-five (25) years, the Village replaces the Project with improvements that are deemed by the MWRDGC to have an equal or greater Public Benefit.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 5 of this Agreement.

#### **Article 7. Notification**

1. Bid Advertisement. The Village will provide the MWRDGC with thirty (30) calendar days' notice prior to bid advertisement for the Project.
2. Construction. The Village will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
  - Start of work
  - Substantial completion

- Completion of work

#### **Article 8. Notification to Residents (Public Outreach)**

1. The Village will permanently display signs at locations in the vicinity of the Project that are present and visible to the community setting forth the following information: “This project is a joint effort between the Village of Forest Park and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management”. The signs will be maintained by the Village and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.
2. The Village will notify the MWRDGC of its intent to hold any ceremonies, public outreach, or educational events related to the Project (e.g. groundbreakings, ribbon cuttings, open houses, community fairs, etc.) at least fourteen (14) calendar days prior to the planned event date. The MWRDGC may provide materials or equipment to be used to assist the Village in disseminating Project related information at these events.
3. The MWRDGC reserves the right to record drone footage of the Project. The MWRDGC will provide the Village with fourteen (14) calendar days notice of its intent to record footage. If the desired record date is a date on which the Village has a conflict, the Village will provide the MWRDGC with a more suitable date to record.

#### **Article 9. Termination**

1. Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project.
2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project.
3. The MWRDGC may also terminate this Agreement if: (a) the Village does not award construction of the Project within six (6) months from the date of execution of this Agreement or by October 1, 2026, whichever comes first or (b) the Project has not reached final completion in accordance with the Construction Documents within one (1) year of the Village’s initial award of a construction contract related to the Project or by December 1, 2026, whichever

comes first. If the MWRDGC elects to terminate this Agreement based upon (b), the Village must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, the MWRDGC may approve an extension for delays outside the Village's control and where the Village has made good faith efforts to advance the Project.

4. If, pursuant to Article 4 and Article 5 of this Agreement, the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC. The MWRDGC will provide thirty (30) calendar days written notice to the Village of intent to terminate. Any funds received by the Village from the MWRDGC must be returned within thirty (30) calendar days of such termination.
5. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties will commence discussion regarding conformance with this Agreement. If a resolution is reached, this Agreement will proceed. If no resolution is reached, this Agreement will be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC will be returned, unless other arrangements are agreed upon in writing.
6. If it is determined that the Village provided false, incorrect, or misleading information regarding the Project or the funding thereof, the MWRDGC may terminate this Agreement and require the Village to return a portion or all of the Project related funds received from the MWRDGC no later than fourteen (14) calendar days following termination of this Agreement. The determination of the amount of funds to be returned is solely in the MWRDGC's discretion.

#### **Article 10. Effective Date**

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

#### **Article 11. Duration**

Subject to the terms and conditions of Article 9 of this Agreement, this Agreement will remain in full force and effect for twenty-five (25) years from the effective date of this Agreement. After twenty-five (25) years have elapsed, this Agreement will automatically renew on an annual basis unless either Party sends written notification to the other Party regarding non-renewal of the

Agreement. The Parties will commence discussion within fourteen (14) calendar days of receipt of the notice to determine whether non-renewal of this Agreement is appropriate. If the Parties agree, the Agreement will be considered expired thirty (30) calendar days thereafter. If there is no concurrence, this Agreement will remain in effect.

#### **Article 12. Non-Assignment**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

#### **Article 13. Waiver of Personal Liability**

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or paragraph of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

#### **Article 14. Indemnification**

The Village will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, operation, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement. The provisions contained in this Article will survive the termination, expiration, or non-renewal of this Agreement.

#### **Article 15. Representations of the Village**

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and

2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and
4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

#### **Article 16. Representations of the MWRDGC**

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

#### **Article 17. Disclaimers**

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

#### **Article 18. Waivers**

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be

construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

#### **Article 19. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

#### **Article 20. Necessary Documents**

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide the MWRDGC with a full-sized copy of “as-built” drawings for the Project. The drawings will be affixed with the “as-built” printed mark and must be signed by both the Village resident engineer and the contractor.

#### **Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same**

1. The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.
2. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights’

regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

3. The Village agrees that it will ensure that all contractors and subcontractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

#### **Article 22. Entire Agreement**

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

#### **Article 23. Amendments**

This Agreement will not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

#### **Article 24. References to Documents**

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

#### **Article 25. Judicial and Administrative Remedies**

1. The Parties agree that this Agreement and any subsequent amendments will be governed by and construed and enforced in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.
2. The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

## **Article 26. Notices**

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 27 of this Agreement, unless otherwise specified and agreed to in writing by the Parties. All notices will be sent by personal delivery, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during the normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: "IGA between Village of Forest Park and the MWRDGC for the Green Alley Project 3 in Forest Park".

## **Article 27. Representatives**

1. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For the MWRDGC:

Director of Engineering  
Metropolitan Water Reclamation District of  
Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
Email: oconnorc@mwrdd.org

For the Village:

Village Administrator  
Village of Forest Park  
517 Des Plaines Avenue  
Forest Park, Illinois 60130  
Phone: (708) 615-6201  
Email: rentler@forestpark.net

2. Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

## **Article 28. Interpretation and Execution**

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.

2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement electronically, unless the Parties otherwise agree to execute paper copies of the Agreement, in which case four (4) copies of the Agreement will be executed.

### **Article 29. Exhibits and Attachments**

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- Exhibit 1:** Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2:** DRC Calculation Sheet
- Exhibit 3:** MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 4:** MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance, effective October 6, 2017
- Exhibit 5:** MWRDGC's Affirmative Action Ordinance, Revised Appendix D, dated December 31, 2022
- Exhibit 6:** MWRDGC's Appendix V, Veteran Owned Business Enterprise Contracting Policy Requirements, dated May 1, 2023
- Exhibit 7:** MBE/WBE Utilization Plan
- Exhibit 8:** VBE Commitment Form
- Exhibit 9:** Affirmative Action Status Report
- Exhibit 10:** Operation and Maintenance Plan
- Exhibit 11:** Affidavit of Ownership

The Metropolitan Water Reclamation District of Greater Chicago and Village of Forest Park have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF FOREST PARK

By: \_\_\_\_\_  
Rory Hoskins, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Megan Roach, Deputy Village Clerk

Date: \_\_\_\_\_

DRAFT

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

---

Chairman of the Committee on Finance

Date

---

Acting Executive Director

Date

ATTEST:

---

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

---

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

---

Head Assistant Attorney

Date

---

General Counsel

Date

**EXHIBIT 1**

**PROJECT VICINITY MAP AND CONCEPTUAL DRAWING**

ADAMS ST

25-IGA-09

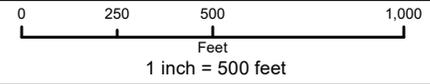
WILCOX ST

FERDINAND AVE

BELOIT AVE

THOMAS AVE

HANNAH AVE



ADAMS ST

DES PLAINES

LATHROP AVE

VAN BUREN ST

EISENHOWER EXPY

LEHMER ST

1290EB

MARENGO AVE

ELGIN AVE

JACKSON BLVD

MAPLE AVE

IL43 TO IL43

HARRISON ST

800-BLOCK THOMAS-HANNAH

GARFIELD ST

YORK ST

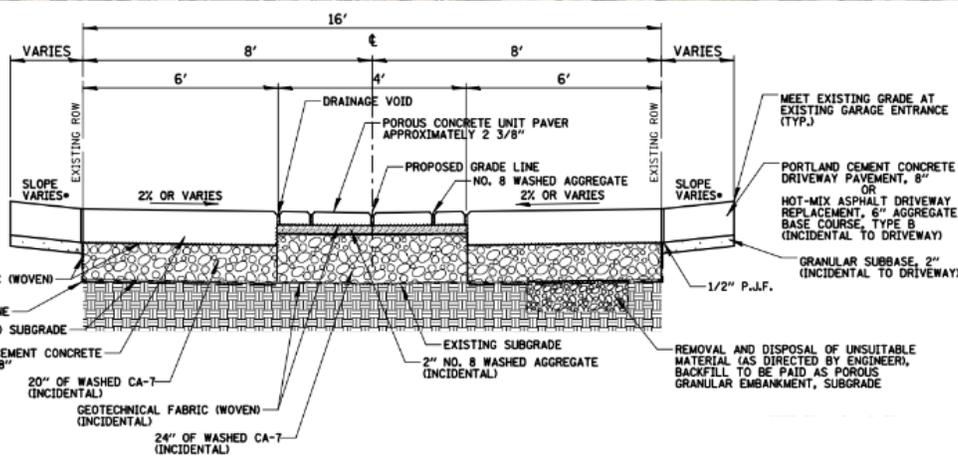


CIRCLE AVE

HARLEM AVE

LEXINGTON ST

POLK ST



TYPICAL SECTION FOR GREEN ALLEY CONSTRUCTION

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

TITLE:  
**PROJECT LOCATION MAP**  
**800 BLOCK THOMAS-HANNAH GREEN ALLEYS**

PROJ. NO. 000023  
 DATE: 02/28/2025  
 SHEET 1 OF 1  
 DRAWING NO.

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

DSGN.		SCALE:	1:6,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	2/28/2025
FILE:	Project Location Map Thomas-Hannah - 800		

**EXH 1**

**EXHIBIT 2**  
**DRC CALCULATION SHEET**

**MWRDGC**  
**Stormwater Design Retention Capacity (DRC) Calculations**  
**For Green Infrastructure (GI)**

**Key: Notes:**

user input  
 calculated

- For questions, please contact MWRD Engineer at GelderM@mwrdd.org
- How "Volume Factor" is assigned for each layer:
  - If below the invert of a pipe draining the area/underdrain, it is counted at 100%
  - If no pipe/underdrain in your GI installation, all volume can be considered "below invert" and counted at 100%
  - If above the invert, it is counted at 50%
  - For bioretention areas with depressions for ponding, ponding layer is always counted at 100% (with or without an underdrain)
- Please reference all user-input data using Notes, Reference Column
- 6-hr infiltrated volume (cf) = infiltration rate (in/hr) \* surface area (sf) \* 6[hrs]/12[in/ft]. Maximum infiltration rate to be used in this calculation is 3.6 in/hr.
- Add more Layer rows or Retention Areas as necessary, making sure the Total DRC is calculating correctly.

Project Name: \_\_\_\_\_

Project / IGA Number: \_\_\_\_\_

Design Stage: \_\_\_\_\_

Total Constructed Volume: - gallons **Runoff Volume Check:**

Total Infiltration Volume: - gallons

**Design DRC:** - gallons **Please fill in CN & Runoff Volume tab**

**Design DRC (Capped):** - gallons

Infiltration Volume (Capped): -

Reimbursement Rates: \_\_\_\_\_ per gallon (Constructed)    \$ 1.00 per gallon (Infiltration)

Calculated MWRD Contribution: \$ -

Construction Cost Estimate: \$ -

MWRD Max. Cost Share: \_\_\_\_\_ MWRD Max. Contribution: \_\_\_\_\_

**Resulting Potential MWRD Contribution:** \$ -

Engineer's Signature (Final Design only): \_\_\_\_\_ IL PE License No.: \_\_\_\_\_

**Retention Area #1 ( \_\_\_\_\_ )**

Stone, Soil, Ponding Layers Volume ("Constructed Volume")									
Layer #	Layer Description (Aggregate Size, Soil, Ponding)	Location relative to underdrain	Volume Factor	Depth (ft)	Length (ft)	Width (ft)	Surface Area (sf)	Layer Volume (cf)	Notes, References
1			0%				0	-	
2			0%				0	-	
3			0%				0	-	
4			0%				0	-	
5			0%				0	-	
Subtotal Constructed Volume (cf)								-	
<b>Subtotal Constructed Volume (gallons)</b>								-	

Groundwater Check		Notes, References
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)		
Groundwater elevation (ft)		
Depth to seasonal groundwater level (ft)		-
(Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)		

Infiltration Volume		Notes, References
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)		
Infiltration rate to be used for calculation (in/hr)		-
Surface Area across which infiltration occurs (sf)		
6-hr infiltrated volume (cf)		-
<b>Infiltration Volume (gallons)</b>		-

Retention Area #2 ( \_\_\_\_\_ )

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	Layer Description (Aggregate Size, Soil, Ponding)	Porosity	Location relative to underdrain	Volume Factor	Depth (ft)	Length (ft)	Width (ft)	Surface Area (sf)	Layer Volume (cf)	Notes, References
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
Subtotal Constructed Volume (cf)									-	
Subtotal Constructed Volume (gallons)									-	

Groundwater Check										Notes, References
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)										
Groundwater elevation (ft)										
Depth to seasonal groundwater level (ft)										-
(Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)										

Infiltration Volume										Notes, References
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)										
Infiltration rate to be used for calculation (in/hr)										-
Surface Area across which infiltration occurs (sf)										
6-hr infiltrated volume (cf)										-
Infiltration Volume (gallons)										-

Retention Area #3 ( \_\_\_\_\_ )

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	Layer Description (Aggregate Size, Soil, Ponding)	Porosity	Location relative to underdrain	Volume Factor	Depth (ft)	Length (ft)	Width (ft)	Surface Area (sf)	Layer Volume (cf)	Notes, References
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
Subtotal Constructed Volume (cf)									-	
Subtotal Constructed Volume (gallons)									-	

Groundwater Check										Notes, References
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)										
Groundwater elevation (ft)										
Depth to seasonal groundwater level (ft)										-
(Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)										

Infiltration Volume										Notes, References
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)										
Infiltration rate to be used for calculation (in/hr)										-
Surface Area across which infiltration occurs (sf)										
6-hr infiltrated volume (cf)										-
Infiltration Volume (gallons)										-

# MWRDGC Stormwater Design Retention Capacity (DRC) Calculations For Green Infrastructure (GI)

## Key:

user input  
calculated

## Notes:

- For questions, please contact MWRD Engineer at GelderM@mwrdd.org
- How "Volume Factor" is assigned for each layer:
  - If below the invert of a pipe draining the area/underdrain, it is counted at 100%
  - If no pipe/underdrain in your GI installation, all volume can be considered "below invert" and counted at 100%
  - If above the invert, it is counted at 50%
  - For bioretention areas with depressions for ponding, ponding layer is always counted at 100% (with or without an underdrain)
- Please reference all user-input data using Notes, Reference Column
- 6-hr infiltrated volume (cf) = infiltration rate (in/hr) \* surface area (sf) \* 6[hrs]/12[in/ft]. Maximum infiltration rate to be used in this calculation is 3.6 in/hr.
- Add more Layer rows or Retention Areas as necessary, making sure the Total DRC is calculating correctly.

Project Name: \_\_\_\_\_  
 Project / IGA Number: \_\_\_\_\_  
 Design Stage: Construction Complete  
 Total Constructed Volume: - gallons **Runoff Volume Check:**  
 Total Infiltration Volume: - gallons  
**Final Constructed DRC:** - gallons **Please fill in CN & Runoff Volume tab**  
**Constructed DRC (Capped):** - gallons  
 Infiltration Volume (Capped): - gallons  
 Amount Outside 10% Allowance: Constructed Volume Infiltration Volume  
 0 gallons 0 gallons  
 Calculated MWRD Contribution: \$ -  
 Construction Cost Estimate: \_\_\_\_\_  
 MWRD Max. Cost Share: \_\_\_\_\_ MWRD Max. Contribution: \_\_\_\_\_  
**Resulting MWRD Contribution:** \$ -  
 Engineer's Signature: \_\_\_\_\_ IL PE License No.: \_\_\_\_\_

## Retention Area #1 ( \_\_\_\_\_ )

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	Layer Description (Aggregate Size, Soil, Ponding)	Porosity	Location relative to underdrain	Volume Factor	Depth (ft)	Length (ft)	Width (ft)	Surface Area (sf)	Layer Volume (cf)	Notes, References
1				0%					0	-
2				0%					0	-
3				0%					0	-
4				0%					0	-
5				0%					0	-
Subtotal Constructed Volume (cf)									-	
Subtotal Constructed Volume (gallons)									-	

Groundwater Check										Notes, References
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)										
Groundwater elevation (ft)										
Depth to seasonal groundwater level (ft)										-
(Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)										

Infiltration Volume										Notes, References
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)										
Infiltration rate to be used for calculation (in/hr)										-
Surface Area across which infiltration occurs (sf)										
6-hr infiltrated volume (cf)										-
Infiltration Volume (gallons)										-

Retention Area #2 ( \_\_\_\_\_ )

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	Layer Description (Aggregate Size, Soil, Ponding)	Porosity	Location relative to underdrain	Volume Factor	Depth (ft)	Length (ft)	Width (ft)	Surface Area (sf)	Layer Volume (cf)	Notes, References
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
Subtotal Constructed Volume (cf)									-	
<b>Subtotal Constructed Volume (gallons)</b>									-	

Groundwater Check										
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)										Notes, References
Groundwater elevation (ft)										
Depth to seasonal groundwater level (ft)										-
(Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)										

Infiltration Volume										
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)										Notes, References
Infiltration rate to be used for calculation (in/hr)										-
Surface Area across which infiltration occurs (sf)										
6-hr infiltrated volume (cf)										-
<b>Infiltration Volume (gallons)</b>										-

Retention Area #3 ( \_\_\_\_\_ )

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	Layer Description (Aggregate Size, Soil, Ponding)	Porosity	Location relative to underdrain	Volume Factor	Depth (ft)	Length (ft)	Width (ft)	Surface Area (sf)	Layer Volume (cf)	Notes, References
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
Subtotal Constructed Volume (cf)									-	
<b>Subtotal Constructed Volume (gallons)</b>									-	

Groundwater Check										
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)										Notes, References
Groundwater elevation (ft)										
Depth to seasonal groundwater level (ft)										-
(Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)										

Infiltration Volume										
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)										Notes, References
Infiltration rate to be used for calculation (in/hr)										-
Surface Area across which infiltration occurs (sf)										
6-hr infiltrated volume (cf)										-
<b>Infiltration Volume (gallons)</b>										-



**EXHIBIT 3**

**MWRDGC'S PURCHASING ACT**

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.  
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.  
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employe of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.  
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.  
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.  
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.  
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

- (1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or
- (2) a member of its board of directors; or
- (3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

**EXHIBIT 4**

**MWRDGC'S MULTI-PROJECT LABOR AGREEMENT**

**MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)**

**With**

**CERTIFICATE OF COMPLIANCE**

**CONTAINS:**

- 1) **MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) **CERTIFICATE OF COMPLIANCE**

**MPLA-CC-01**

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**GENERAL REQUIREMENTS UNDER THE  
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

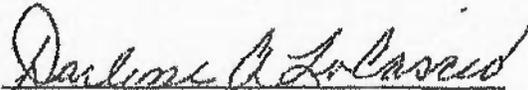
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 10TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

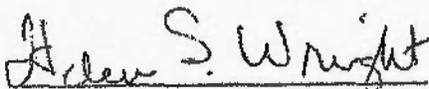


David St. Pierre  
Executive Director  
Management



Darlene A. LoCascio  
Director of Procurement and Materials

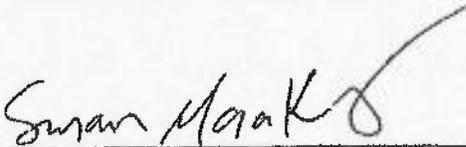
Approved as to Form and Legality



Helen Shields-Wright  
Head Assistant Attorney



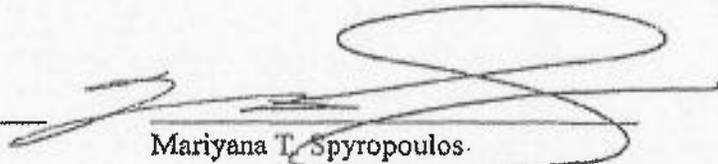
Jacqueline Torres  
Director of finance/Clerk



Susan T. Morakalis  
Acting General Counsel



Frank Avila  
Chairman of Finance



Mariyana T. Spyropoulos  
Chairman, Committee on Labor and  
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

MWRD PLA

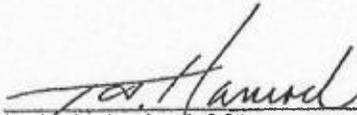
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13<sup>th</sup> day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731  
**Labor Organization**

APPROVED:

  
Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

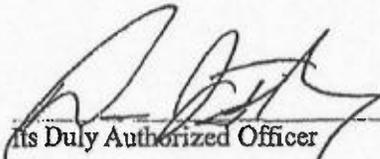
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.  
**Labor Organization**

APPROVED:

  
\_\_\_\_\_  
his Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

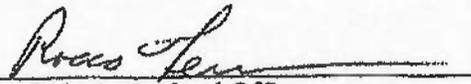
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local # 23  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

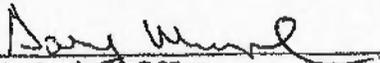
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: RooferS + WaterProoferS #11  
**Labor Organization**

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA  
Labor Organization

APPROVED:

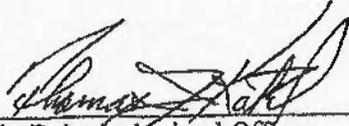
James F. Coyne  
Its Duty Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

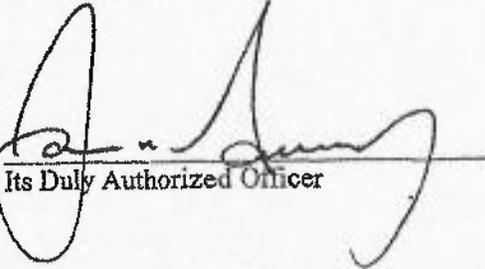
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

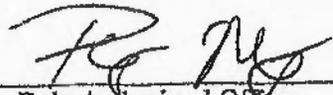
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

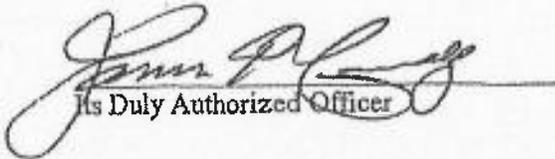
MWARD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MURD PLA

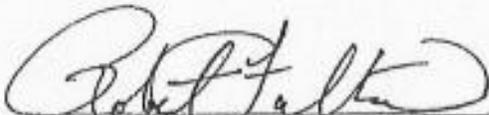
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGIER LOCAL #136  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MURA PLA

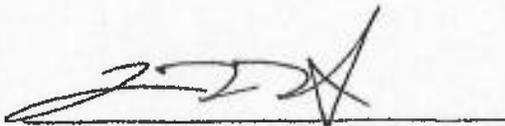
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Iron Workers #63  
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

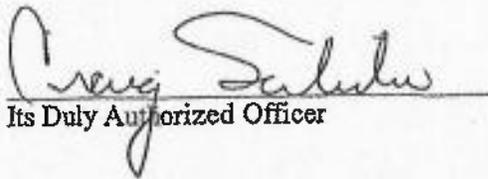
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25<sup>th</sup> day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: FRON WORKERS #1  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12<sup>th</sup> day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17  
Labor Organization

APPROVED:

Wm. J. Magin  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEC LOCAL 2  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCW  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: CAMRUT MESSIER & PLASTRA'S  
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD P&A

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS  
Labor Organization

APPROVED:

Frank J. Kelly  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS  
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

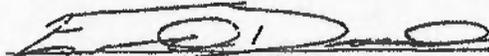
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C  
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

**Freedom of Information Act (FOIA)/Category of Records**

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD  
STANDARD AGREEMENT  
6/1/15 – 5/31/20**

**Construction Employers' Association  
And  
Chicago & Cook County Building &  
Construction Trades Council**

**The Standard Agreement  
between  
The Construction Employers' Association  
and  
The Chicago & Cook County  
Building & Construction Trades Council  
Establishing  
The Joint Conference Board**

## CHRONOLOGY

ADOPTED NOVEMBER 18, 1926  
AMENDED AND READOPTED JANUARY 11, 1929  
AMENDED AND READOPTED JUNE 24, 1942  
READOPTED APRIL 28, 1947  
AMENDED AND READOPTED MARCH 19, 1952  
READOPTED FEBRUARY 12, 1957  
AMENDED AND READOPTED MAY 13, 1958  
AMENDED AND READOPTED FEBRUARY 11, 1960  
AMENDED AND READOPTED MAY 21, 1963  
AMENDED NOVEMBER 16, 1965  
AMENDED MARCH 14, 1967  
AMENDED AND READOPTED MARCH 4, 1968  
AMENDED AND READOPTED NOVEMBER 11, 1971  
READOPTED NOVEMBER 20, 1973  
READOPTED DECEMBER 12, 1978  
READOPTED APRIL 12, 1983  
READOPTED MARCH 31, 1988  
AMENDED AND READOPTED APRIL 25, 1989  
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994  
AMENDED AND READOPTED JUNE 1, 1999  
AMENDED APRIL 1, 2003  
AMENDED AND READOPTED JUNE 1, 2004  
AMENDED AND READOPTED JUNE 1, 2005  
AMENDED AND READOPTED JUNE 25, 2008  
AMENDED AND READOPTED FEBRUARY 15, 2010  
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

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## PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

## DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

## ARTICLES OF AGREEMENT

### ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

### ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

### ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

#### ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

#### ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

#### ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

## ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

## ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'  
ASSOCIATION

DocuSigned by:  
*Charles Usher, Sr.*  
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

DocuSigned by:  
*Tom Villanova*  
A3CD8086A8D40E

BY Thomas Villanova

**CERTIFICATE OF COMPLIANCE  
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I \_\_\_\_\_ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago’s 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council , or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a “participating trade group”) for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) \_\_\_\_\_  
\_\_\_\_\_

**If bidder is not currently signatory with a participating union or labor organization, complete one of the following:**

\_\_\_\_ The work to be performed by my company will occur at the company’s facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: \_\_\_\_\_

\_\_\_\_\_  
(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

\_\_\_\_ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): \_\_\_\_\_

\_\_\_\_\_  
(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature of Authorized Officer

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

**EXHIBIT 5**

**MWRDGC'S AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D**

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**AFFIRMATIVE ACTION ORDINANCE**  
**REVISED APPENDIX D**  
**OF THE**  
**METROPOLITAN WATER RECLAMATION DISTRICT**  
**OF GREATER CHICAGO**

*Section 1. Declaration of Policy*

It is the policy of the Metropolitan Water Reclamation District of Greater Chicago (“District”) to ensure competitive business opportunities for minority and women-owned business enterprises in the award of and performance on District contracts; to prohibit discrimination on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the award of or participation on District contracts; and to abolish barriers to full participation on District contracts by all; and

The District, pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy, as well as state and federal regulations, to assure the utilization of minority and women-owned business enterprises in a manner consistent with constitutional requirements; and

The District is committed to creating equal opportunities for minority and women-owned businesses to participate in the award and performance on District contracts.

*Section 2. Findings*

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements; and

Whereas, the District is committed to implementing its affirmative action program in conformance with the decision in *Croson* and its progeny; and

Whereas, in furtherance of this commitment, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago (“Board of Commissioners”) directed District employees and its outside consultant in 1989 to conduct an investigation into the scope of any discrimination in the award of and participation on District construction contracts, as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women’s business enterprises equal opportunity to participate on District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects; and

Whereas, on March 15, 1990, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small, and Women’s Business Participation (“Appendix D”), which was later amended on June 21, 2001; and

Whereas, in 2003, the United States District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and

WBE businesses at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs; and

Whereas, a 2004 study of the Metropolitan Chicago Construction Industry by Timothy Bates, Professor at Wayne State University, concluded that the evidence that African American, Hispanic, and women-owned businesses have been, and continue to be disadvantaged in the construction industry is strong, has remained consistent, and that compelling evidence indicates that African American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males; and

Whereas, a 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian-owned businesses continues to exist in the Metropolitan Chicago construction industry; and

Whereas, in 2005, the United States District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7<sup>th</sup> Cir. 2007); and

Whereas, a 2006 Cook County, Illinois report entitled, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois", concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction Prime Contracts and Subcontracts is below the availability of such businesses; and

Whereas, in 2006, the District commissioned a report on discrimination of and barriers to construction opportunities in the Chicago area market for minority and women-owned businesses and recommendations for District actions to reduce such issues, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2010, Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois", which found that MBEs and WBEs were not utilized in all industries in proportion to their availability; and

Whereas, in 2010, the United States Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the United States Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other businesses on a fair and equal footing in government contracting markets, including in the construction industry; and

Whereas, in 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2014, the District commissioned a Disparity Study, conducted by Colette Holt & Associates, on barriers to equal opportunities in the construction industry in the District's geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market area; and

Whereas, in 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015) held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprises in the Illinois construction industry and this judgment was affirmed in 2016 by the Seventh Circuit Court of Appeals at 840 F.3d. 932; and

Whereas, in 2021, the District again commissioned a Disparity Study, conducted by Colette Holt & Associates, which likewise found that there continues to be barriers to equal opportunities for construction firms owned by minorities and women to compete for District contracts, both as Prime Contractors and Subcontractors; and

Whereas, based upon the 2021 Disparity Study, the District has determined that it has a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against minority and women-owned businesses in its market such that it will not function as a passive participant in the market failure of discrimination; and

Whereas, the Affirmative Action Program, adopted by the District on July 20, 1978 and amended from time to time, is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace; and

Whereas, the remedies adopted herein by the District will not overly burden non-MBE and non-WBE businesses in the award of District contracts; and

Whereas, the Board of Commissioners will periodically review minority and women-owned participation in contracts awarded by the District to ensure that the District continues to have a compelling interest in remedying discrimination and that the measures adopted herein remain narrowly tailored to accomplish that objective;

Now, therefore, the District's Board of Commissioners hereby adopts this Revised Appendix D:

### **Section 3. Purpose and Intent**

The purpose and intent of this Affirmative Action Ordinance Revised Appendix D ("Revised Appendix D") is to mitigate the present effects of discrimination on the basis of race, ethnicity, or sex in opportunities to participate on the District's contracts as either a Prime Contractor or a Subcontractor and to achieve equitable utilization of minority and women-owned business enterprises on District contracts.

### **Section 4. Coverage**

The following provisions, together with relevant forms, will apply and be appended to every Construction Contract awarded by the District where the total approved expenditure is in

excess of one hundred thousand dollars (\$100,000.00), except contracts approved by the Board of Commissioners pursuant to Sections 11.4 and 11.5 of the District's Purchasing Act (70 ILCS 2605).

### **Section 5. Definitions**

The meaning of these terms in this Revised Appendix D are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of an individual or entity means an individual or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the individual or entity. In determining affiliation, the District will consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Aspirational Goals" means the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs on District Construction Contracts.
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, a limited liability company, or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Calendar Days" in computing any period of time described herein, the day from which the period begins to run will not be counted (*e.g.*, if a notice is issued on a Monday, the countdown of days starts on Tuesday). When the last day of the period is a Saturday or Sunday, the period does not extend to the next day. Only in instances where District offices are closed in observance of a federal holiday, will the period extend to the next day.
- (g) "Construction Contract" means any District contract, agreement, or amendment thereto, providing for a total expenditure in excess of one hundred thousand dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation, and maintenance of real property and improvement thereon or sludge hauling, and any other construction related contract which the District deems appropriate to be subject to this Revised Appendix D.
- (h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by performing, managing, and supervising the work involved, or fulfilling responsibilities.
- (i) "Contract Goals" means the numerical percentage goals for MBE or WBE participation to be applied to an eligible District Construction Contract subject to this Revised Appendix D for the participation of MBEs and WBEs based upon the scope of work of the contract, the availability of MBEs and WBEs to meet the goals, and the District's progress towards meeting its annual MBE and WBE goals.
- (j) "Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

To be a dealer, the business must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A business that operates as a dealer in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers do not meet the definition of dealers.

(k) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(l) "Economically Disadvantaged" means an individual with a Personal Net Worth of less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Standards, beginning January 2008.

(m) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(n) "Expertise" means demonstrated knowledge, skills, or ability to perform in the field of endeavor in which certification is sought by the business as defined by normal industry practices, including licensure, where required.

(o) "Good Faith Efforts" means honest, fair, and commercially reasonable actions undertaken by a Prime Contractor to meet the MBE or WBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.

(p) "Hearing Officer" is an attorney licensed to practice in the State of Illinois and appointed by the Board of Commissioners to conduct hearings regarding a Prime Contractor's or Subcontractor's compliance or non-compliance with this Revised Appendix D.

(q) "Joint Venture" means an association of two or more individuals, or any combination of types of business enterprises and individuals numbering two or more, proposing to function as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill, and knowledge, and in which the certified business is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners, their relationship, and detailing their respective responsibilities on the contract.

(r) "Job Order Contract" or "JOC" means a business, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(s) "Local Business" means a business located within the District's geographic market area as established by the 2021 Disparity Study, namely the counties of Cook, DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.

(t) "Manufacturer" means a business that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder. Brokers and packagers do not meet the definition of Manufacturer.

(u) "Minority-owned Business Enterprise" or "MBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more Minority Individuals.

(v) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African American – An individual having origins in any of the Black racial groups of Africa and is regarded as such by the African American community of which the individual claims to be a part.

(ii) Hispanic American – An individual having origins from Mexico, Puerto Rico, Cuba, and South or Central America and is regarded as such by the Hispanic community of which the individual claims to be a part, regardless of race.

(iii) Asian American – An individual having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the individual claims to be a part.

(iv) Native American – An individual having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(w) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in a business entity seeking to do business with the District or other certified MBE or WBE, provided that the other business is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's Personal Net Worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other

retirement savings or investment programs, less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(x) "Prime Contractor" means a contractor that is awarded a District contract and is responsible for the completion of the entire District contract, including purchasing all materials, hiring and paying Subcontractors, and coordinating all the work.

(y) "Program" means the program provisions established by this Revised Appendix D.

(z) "Small Business Enterprise" means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business' previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.

(aa) "Socially Disadvantaged" means a Minority Individual or woman who has been subjected to racial, ethnic, or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social Disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(bb) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(cc) "Tier" refers to the relationship of a Subcontractor to the Prime Contractor. A Subcontractor having a contract with the Prime Contractor, including a material supplier to the Prime Contractor, is considered a "first-tier Subcontractor," while a Subcontractor's Subcontractor is a "second-tier Subcontractor", and so forth. The Subcontractor is subject to the same duties, obligations, and sanctions as the Prime Contractor under this Revised Appendix D.

(dd) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs and WBEs that the Bidder intends to use in the performance of a contract, the scope of work, and the dollar values or the percentages of the work to be performed.

(ee) "Vendor List" means the District's list of businesses that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the United States Small Business Administration.

(ff) "Women-owned Business Enterprise" or "WBE" means a local small business entity which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

#### **Section 6. Non-Discrimination and Affirmative Action Clause**

As a prerequisite to selection, a Prime Contractor must agree in its bid proposal for a Construction Contract subject to this Revised Appendix D to the following commitments:

- (a) It will not discriminate on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the bid solicitation for or purchase of goods in the performance of its contract.
- (b) It will actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs and WBEs.
- (c) It will undertake Good Faith Efforts in accordance with the criteria established in this Revised Appendix D to ensure that qualified MBEs and WBEs are utilized in the performance of the Construction Contract and share in the total dollar value of the contract in accordance with each of the applicable Contract Goals established by the District for the participation of qualified MBEs and WBEs.
- (d) It will require its Subcontractors at all Tiers to make similar Good Faith Efforts to utilize qualified MBEs and WBEs.
- (e) It will maintain records and furnish to the District all requisite information and reports for monitoring of compliance with this Revised Appendix D.
- (f) It will designate an individual to act as an affirmative action coordinator on its behalf to facilitate the review of all concerns related to the participation of MBEs and WBEs.

#### **Section 7. Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors**

The District will develop and utilize measures to encourage and facilitate the participation of all businesses engaged in District construction contracting activities. These measures will include but are not limited to:

- (a) Unbundling by dividing large dollar value contracts into smaller dollar value contracts to facilitate the participation of MBEs and WBEs as Prime Contractors.
- (b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested Prime Contractors and Subcontractors.
- (c) Providing timely information on contracting procedures, bid preparation, and specific contracting opportunities, including through an electronic system and social media.
- (d) Assisting MBEs and WBEs with training seminars on the technical aspects of preparing a bid for a District contract or otherwise participating on District Contracts.

- (e) Assisting businesses in overcoming barriers such as difficulty in obtaining financing and support for business development such as accounting, bid estimation, safety requirements, and quality control.
- (f) Prohibiting Prime Contractors from denying a subcontract to a MBE or WBE solely on the basis of that businesses inability to obtain the required performance bond.
- (g) Limiting the amount of insurance coverage required by a Prime Contractor for a subcontract to only that which is required for the portion of work to be performed by the Subcontractor.
- (h) Holding pre-bid conferences to explain the contract and to encourage Bidders to contact all available businesses about opportunities to perform as Subcontractors. The pre-bid conferences will be a mandatory requirement on all District contracts where this Revised Appendix D is applicable.
- (i) Adopting prompt payment procedures, including but not limited to, requiring that Prime Contractors promptly pay Subcontractors in compliance with Section 9 of the Local Government Prompt Payment Act, 50 ILCS 505/9, and investigating complaints or charges of excessive delay in payments.
- (j) Reviewing retainage, bonding, and insurance requirements to eliminate unnecessary barriers to contracting with the District.
- (k) Collecting information from Prime Contractors on District Construction Contracts which detail the bids received from all Subcontractors and the expenditures to Subcontractors on District Construction Contracts.
- (l) Developing a separate SBE program that is race and gender neutral which designates specific small dollar value contracts for bid only by certified SBE businesses.
- (m) Maintaining information on all businesses bidding on District contracts as both Prime Contractors and Subcontractors.
- (n) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without Contract Goals to determine MBE and WBE utilization in the absence of Contract Goals.
- (o) Referring complaints of discrimination against MBEs and WBEs to the appropriate authority for investigation and resolution.

**Section 8. Support and Outreach**

To provide optimal support to MBEs and WBEs desiring to participate on District contracts, the Administrator will facilitate support and outreach, which may be in-person and/or virtual as conditions permit, and may include the following:

- (a) Meeting with business organizations to engage in discussions regarding difficulties experienced by their members on District contracts and effective steps to minimize those difficulties.
- (b) Meeting with assist agencies and member businesses interested in working on District contracts to discuss upcoming opportunities.
- (c) Meeting with new vendors to provide information regarding completion of the District's vendor application and bid documents.
- (d) Meeting with Prime Contractors to collect feedback regarding their experiences under this Revised Appendix D.
- (e) Participation in mandatory pre-bid conferences, as applicable.
- (f) Hosting various seminars and support endeavors as the Administrator deems necessary for MBEs and WBEs to provide information on topics of interest, including financing, bonding, insurance, certification, bid estimation, safety requirements, and quality control.

**Section 9. District Roles and Responsibilities**

The District is responsible for promoting, supporting, and assisting in creating awareness of the Program such that it aides the Administrator in the implementation of the Annual Aspirational Goals, Contract Goals, and objectives of the Program. To reduce barriers to MBEs and WBEs participation on District contracts, all departments requesting bids, proposals, or any other solicitation governed by this Revised Appendix D will:

- (a) Provide notification of anticipated solicitations including the following information: the scope of work, experience required, insurance requirements, budget, schedule, bid specifications, and any other relevant information no later than fourteen (14) calendar days prior to the procurement announcement.
- (b) Evaluate anticipated solicitations to unbundle items or services to permit offers on quantities or scope of work less than the total requirement or the performance of discreet portions of the project, where feasible.
- (c) At least fourteen (14) calendar days before a solicitation will be advertised, forward a copy of the advertisement to the Administrator to ensure appropriate Program language has been included.
- (d) Ensure that all applicable provisions of the Program are included in bid specifications/proposals and contracts.
- (e) Monitor contracts to ensure compliance with the Program and provide notification to the Administrator in instances where problems with compliance arise.
- (f) Assist in the compilation of contract data for MBE and WBE availability and utilization.

(g) Provide the Administrator with a copy of, or independent electronic access to, the necessary information for each contract including, but not limited to, the contract value, pre-bid/pre-proposal sign in sheets, the bid or proposal results, any contract modifications, and an executed copy of the agreement.

(h) Notify the Administrator no later than ten (10) calendar days prior to any key post-award contract meetings or issues that could affect the Prime Contractor's ability to achieve the MBE or WBE commitment, such as contract kickoff meetings, monthly meetings, or meetings to address contract performance issues affecting MBE and WBE commitments.

(i) Require that each Prime Contractor submit to the Administrator, as part of its pay request process, the required Program information in the format required to ensure an accurate accounting of MBE and WBE participation.

(j) Support the Administrator by ensuring that Prime Contractors provide all necessary documents and information to close out the contract that provides a final accounting for MBE and WBE participation on the contract.

(k) Advertise contract opportunities via the District's website, and other avenues in consultation with the Administrator, where appropriate, to maximize MBE and WBE participation.

(l) Develop and advertise forecasts of upcoming procurement opportunities, including on an annual basis.

#### **Section 10. Certification Eligibility**

(a) The District is a self-certifying agency. In addition to issuing certifications, the District will accept certifications from the City of Chicago, Cook County, and other governmental agencies approved by the Administrator, issued within the last two (2) years of submittal. The District will verify a business' certification to ensure that the business meets the requirements of this Revised Appendix D. Any business that has been previously certified by the City of Chicago, Cook County, or another Administrator approved governmental agency shall be able to participate in an abbreviated verification process. Details regarding the abbreviated process will be maintained on the District's website.

(b) The verification permitted in Subsection (a) may take place in advance of the bid process or during the bid process. The District will maintain an online list of verified businesses.

(c) Only businesses that meet the criteria for certification as a MBE or WBE may be eligible for credit towards meeting Contract Goals. The business applying for District certification has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(d) Only a business owned by a Socially and Economically Disadvantaged individual is eligible to participate in the Program.

(i) The business' ownership by a Socially and Economically Disadvantaged individual must be real, substantial, and continuing, going beyond *pro forma* ownership of the business as reflected in ownership documents. The owner must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the business' operations, indispensable to the business' potential success, specific to the type of work the business performs, and documented in the business' records. The individual whose Expertise is relied upon must have a commensurate financial investment in the business.

(e) Only a business that is managed and controlled by a Socially and Economically Disadvantaged individual may be certified as a MBE or WBE.

(i) A business must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner. There can be no restrictions through corporate charter provisions, by-laws, contracts, or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner, without the cooperation or vote of any non-Socially and Economically Disadvantaged individual, from making any business decision, including making obligations or dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner must possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as long term decisions on management, policy, operations, and work.

(iii) The Socially and Economically Disadvantaged owner may delegate various areas of the management or daily operations of the business to individuals who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner must retain the power to hire and fire any such individual. The Socially and Economically Disadvantaged owner must exercise control over the business' operations, work, management, and policy.

(iv) The Socially and Economically Disadvantaged owner must have an overall understanding of managerial and technical competence, experience, and Expertise, directly related to the business' operations and work. The Socially and Economically Disadvantaged owner must have the ability to intelligently and critically evaluate information presented by other participants in the business'

activities and to make independent decisions concerning the business' daily operations, work, management, and policymaking.

(v) If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations require the owner to have a particular license or other credential to own or control the business, then the Socially and Economically Disadvantaged owner must possess the required license or credential. If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations does not require that the Socially and Economically Disadvantaged owner possess the license or credential, and the Socially and Economically Disadvantaged owner lacks such license or credential, this information will be a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner actually controls the business.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the business or prevents them from devoting sufficient time and attention to the affairs of the business, including the management and control of the business' day-to-day operations.

(f) Only an independent business may be certified as a MBE or WBE. An independent business is one whose viability does not depend on its relationship with another business. Recognition of an applicant as a separate entity for tax or corporate purposes is not sufficient to demonstrate that a business is independent. In determining whether an applicant is an independent business, the Administrator will:

(i) Evaluate relationships with non-certified businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner of the applicant for MBE or WBE certification and non-certified businesses or individuals thereby associated compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified businesses to determine whether a pattern of exclusive or primary dealings with non-certified businesses compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified businesses with normal industry practice.

(g) All documentation submitted by an applicant will remain in the custody of the District pursuant to Local Records Act, 50 ILCS 205, whether or not the certification is approved.

(h) If it is determined by the Administrator that an applicant knowingly, willingly, and intentionally submitted false or misleading information during the verification process, the applicant will be referred to the appropriate law enforcement agency for investigation and prosecution, where applicable.

- (i) An applicant will be certified only for the specific types of work in which the Socially and Economically Disadvantaged owner for the MBEs and/or WBEs has the ability and Expertise to manage and control the business' operations and work.
- (j) An applicant will be certified only in the specific category for which they are applying. A business that is both a MBE and WBE will not automatically be certified as both if the application is submitted only in regards to one category.
- (k) The District will certify the eligibility of Joint Ventures involving MBEs and WBEs and non-certified businesses for credit towards a Contract Goal.
- (l) A business found to be ineligible may not apply for certification for two (2) years after the effective date of the final decision.
- (m) The certification status of all MBEs and WBEs will be reviewed every two (2) years by the Administrator. Failure of a business to seek recertification by filing the necessary documentation with the Administrator as required will result in decertification.
- (n) It is the responsibility of the certified business to notify the Administrator of any change in its circumstances affecting its continued eligibility, including change in ownership and licenses held by the business. Failure to do so will result in the business' decertification.
- (o) The Administrator will decertify a business that does not continuously meet the eligibility criteria.
- (p) Decertification by another agency will create a *prima facie* case for decertification by the District. The challenged business will have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

### **Section 11. Appeals**

A business that has been denied certification or recertification, or that has been decertified by the Administrator may protest the denial or decertification by filing a written appeal with the Executive Director. The appeal must meet the following criteria:

- (a) **Timeliness of appeals.** The appeal must be received by the Executive Director within ten (10) calendar days of the date of the letter denying certification, recertification, or decertifying. The appeal must be received no later than 4:30 p.m. central time zone on the tenth (10) calendar day. Any appeal received after this time will not be considered timely and will be automatically denied.
- (b) **Form of appeals.** Appeals may be a type-written hardcopy document delivered to the District or may be attached to electronic mail sent directly to the Executive Director no later than 4:30 p.m. If the appeal is a hard-copy document, it must be addressed to the Executive Director and delivered to 100 E. Erie no later than 4:30 p.m.
- (c) **Content of appeals.** The appeal must clearly articulate the basis on which it is being made and consist only of a letter clearly explaining why the business believes that the

Administrator's decision should not be upheld. No new documents may be submitted for the Executive Director's consideration. Only documents already in the possession of the Administrator will be considered in the appeal to the Executive Director.

(d) **Decision on appeals.** The Executive Director will carefully review all documents including the written request for appeal and will render a decision within thirty (30) calendar days of receipt of a timely appeal. The Executive Director's decision will be the final decision on the matter and is not subject to appeal or review.

(e) **Denial of appeals.** A business found to be ineligible for certification may not reapply for certification for two (2) years after the date of the final decision issued by the Executive Director.

### **Section 12. Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization**

In fulfillment of this policy to provide MBEs and WBEs full and equitable opportunities to participate on District contracts as both Prime Contractors and Subcontractors, the District will establish Annual Aspirational Goals for MBE and WBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market area as established by the 2021 Disparity Study.

### **Section 13. Contract Goals**

(a) The Administrator, based upon the information provided by the User Department, will establish Contract Goals for Construction Contracts based upon the availability of at least three (3) MBEs and three (3) WBEs registered on the District's Vendor List to perform the anticipated scope of work on the entire contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total Construction Contract cost is for the purchase of equipment, the Administrator may designate goals for only that portion of the contract relating to construction work and related supplies or modify the limitations on the credit for MBE and WBE suppliers.

(c) The Contract Goals will be designated in the contract documents.

(d) All contracts on which goals are placed will have goals that are narrowly tailored to the type of work being performed under the contract.

### **Section 14. Counting MBE and WBE Participation Towards Contract Goals**

(a) A Bidder may achieve the Contract Goals by its status as a MBE or WBE, by entering into a Joint Venture with one or more MBEs and WBEs, by first-tier subcontracting a portion of the contract to one or more MBEs and WBEs, by direct purchase of materials or services from one or more MBEs and WBEs, or by any combination of the above.

(b) If a business is certified as both a MBE and a WBE, the Bidder may count the business' participation either toward the achievement of its MBE or WBE Contract Goal, but not

both. Participation by a business certified as both an MBE and a WBE cannot be split between the MBE and the WBE Contract Goal.

(c) When a MBE or WBE participates on a contract, the District will count only the value of the work actually performed by the MBE or WBE towards the Contract Goal.

(d) A Prime Contractor may count the entire amount of that portion of a contract that is performed by MBEs or WBEs own forces, including the cost of supplies and materials obtained and installed by the MBE or WBE for the work on the contract, and supplies purchased or equipment leased by the MBE or WBE used to directly perform the work on the contract, except supplies and equipment the MBE or WBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate.

(e) Where a Bidder or first-tier Subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator will review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the Joint Venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE or WBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the Contract Goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Revised Appendix D. The MBE or WBE Joint Venture partner must have a history of proven Expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE or WBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE or WBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs or WBEs that will perform as first-tier Subcontractors will be counted towards meeting the Contract Goals.

(g) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function will be counted towards the Contract Goals.

(i) A business is considered to perform a Commercially Useful Function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing; managing, and supervising the work involved. The business must pay all costs associated with personnel, materials, and equipment. The business must be formally and directly responsible for the employment, supervision and payment of its workforce, must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The business cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the business can be made through deductions by the

Prime Contractor. No family members who own related businesses are allowed to lease, loan, or provide equipment, employees, or materials to the business.

(ii) A business does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed to obtain the appearance of MBE or WBE participation. The Prime Contractor is responsible for ensuring that the business is performing a Commercially Useful Function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, and whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing, along with other relevant factors.

(iv) If a business subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a business is presumed not to be performing a Commercially Useful Function, the business may present evidence to the Administrator to rebut this presumption. If no rebuttal is presented, then the presumption will stand.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs or WBEs or first-tier Subcontractor MBEs or WBEs. No less than eighty-five (85) percent of their work must be performed with their own forces, through the use of its own management and supervision, employees, and equipment. If industry standards and practices differ, the business must furnish supporting documentation to rebut this presumption to the Administrator.

(i) Prime Contractors are prohibited from allocating MBE and WBE Subcontract work to items identified in a contract as allowances, contingencies, and unit price. Allocation by a Prime Contractor to these categories under the scope of work of a contract will result in the rejection of the Utilization Plan by the Administrator.

(j) Purchase of materials and supplies must be pre-approved if their purchase is related to Contract Goal attainment. The Bidder may count payments to MBE or WBE regular dealers or Manufacturers for Contract Goal attainment for no more than fifty (50) percent of each MBE or WBE goal, unless otherwise approved by the Administrator. If the Bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(k) If a business ceases to be certified during its performance on a contract, the dollar value of work performed under the contract with that particular business after it has ceased to be certified will not be counted.

(l) In determining achievement of Contract Goals, the participation of a MBE or WBE will not be counted until that amount, including retention, has been paid to the MBE or WBE.

## **Section 15. Utilization Plan Submission**

(a) Compliance documents must be submitted as detailed in the bid solicitation. Failure to do so will render the bid non-responsive. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein.

(b) A Bidder must either meet the Contract Goals or establish its Good Faith Efforts to do so as described in this Revised Appendix D and the bid solicitation.

(c) Each Bidder must submit with its bid a completed and signed Utilization Plan that lists for each Subcontractor and supplier proposed to be used to perform the scope of work on the contract: the name; address; telephone number; electronic mail address; six-digit North American Industry Classification System code; a description of the work with contract item number; the dollar amount to be allocated to the business; the contact person of the business; and any other information required in the solicitation documents. Each Bidder's Utilization Plan must commit to MBE or WBE participation equal to or greater than each of the Contract Goals set forth in the bid solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the bid solicitation.

(d) Each Bidder must submit with its bid a signed MBE/WBE Subcontractor's Letter of Intent for each business proposed to meet the Contract Goals in the form specified in the bid solicitation, with a copy of each MBE or WBE current Letter of Certification from a state or local government or agency, or documentation demonstrating that the business is a MBE or WBE within the meaning of this Revised Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan will control. An original or scanned copy of the MBE/WBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder has failed to meet the Contract Goals, it must file a Waiver Request documenting its Good Faith Efforts to meet the Contract Goals as provided in the format described in the bid solicitation. Following submittal of a Waiver Request, the Administrator will require the Prime Contractor to file a Contractor Information Form and provide additional documentation of its Good Faith Efforts in attempting to fulfill such goals.

(i) Good Faith Efforts will include, but are not limited to:

(1) Attending the mandatory pre-bid conference conducted by the District to acquaint Prime Contractors with MBEs and WBEs available to provide relevant goods and services and to inform MBEs and WBEs of subcontracting opportunities on a contract.

(2) Reviewing the Vendor List of available MBEs and WBEs maintained by the District, as well as other state and local governments and agencies, prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids.

(3) Soliciting, not less than fifteen (15) calendar days before the bid opening date, through reasonable and available means (e.g., written notices,

advertisements on social media) MBEs and WBEs that can provide services in the anticipated scopes of subcontracting on the contract.

(4) Providing MBEs and WBEs with convenient and timely opportunities to review and obtain relevant plans, specifications, or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a Prime Contractor solicitation and following up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.

(5) Negotiating in good faith with interested MBEs and WBEs that have submitted bids and thoroughly investigated their capabilities. Evidence of such negotiations includes: the names, electronic mail addresses, and telephone numbers of MBEs and WBEs with whom the Bidder negotiated; a description of the information provided to MBEs and WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with MBEs and/or WBEs to perform the work. The Bidder may not reject MBEs and WBEs as being unqualified without sound reasons. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself a sufficient reason for a Bidder's failure to meet the Contract Goals, as long as such costs are reasonable.

(6) Selecting those portions of the contract consistent with the available MBEs and WBEs, including where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation.

(7) Making efforts to assist interested MBEs and WBEs in obtaining financing or insurance as required by the District for performance on the contract, when applicable.

(8) Using the services and assistance of the District; MBE and WBE assistance groups; local, state, and federal minority or woman business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation may be grounds for the rejection of a bid submission or a Waiver Request.

(iii) Upon completion of the investigation, the Administrator will inform the Director of his or her findings.

(iv) Thereafter, the Administrator will determine whether to grant the Waiver Request based on the Bidder's Good Faith Efforts at the time of the bid submission.

(v) Where the Administrator determines that a Bidder has not made Good Faith Efforts, the Director will declare the bid submission non-responsive and reject the bid.

(f) A Prime Contractor's submission of a Utilization Plan that commits to MBE or WBE participation equal to or greater than the Contract Goals does not provide a basis for a higher bid, an increase in contract price, or a later change order.

(g) The requirement to submit a Utilization Plan and MBE/WBE Subcontractor's Letter of Intent applies when the individual project is awarded under a Job Order Contract.

(i) A Prime Contractor awarded a Job Order Contract must submit with each work order issued under such a contract its Utilization Plan that lists the name, address, telephone number, electronic mail address, and contact person for each MBE and WBE to be used on the work order, as well as a description of work to be performed and the dollar amount to be allocated to the MBE or WBE. The Prime Contractor must submit with each work order a MBE/WBE Subcontractor's Letter of Intent from each certified business.

(ii) A Prime Contractor awarded a Job Order Contract will be subject to the compliance monitoring provisions contained in this Revised Appendix D. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Prime Contractor has attained the Contract Goals for the completed portion of the Job Order Contract or that it has been unable to do so despite its Good Faith Efforts. Good Faith Efforts must be documented as provided in this Revised Appendix D.

#### **Section 16. Bid Submission Compliance Review**

(a) The Director, in coordination with the Administrator, will declare a bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan and signed MBE/WBE Subcontractor's Letter of Intent from each MBE and WBE listed on its Utilization Plan.

(ii) Failed to commit in its Utilization Plan to MBE and WBE participation equal to or greater than the Contract Goals unless the Bidder submitted with its bid a request a total or partial waiver of the Contract Goals.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid will be rejected or, if the determination is made after the contract is awarded, the contract may be forfeited in accordance with the provisions of Article 28 of the General Conditions.

(c) Prior to the award of any contract, the Administrator will review the Utilization Plan, MBE/WBE Subcontractor's Letter of Intent, Letter of Certification, Contractor Information, and Waiver Request Form submitted by the apparent low Bidder and conduct any other investigation the Administrator deems appropriate to determine compliance.

(d) Within thirty (30) calendar days after request, the Prime Contractor must furnish executed copies of all MBE and WBE subcontracts to the Administrator. Subsequently, the Prime Contractor will obtain and submit a copy of all MBE and WBE contracts at all Tiers within five (5) calendar days of a written request.

(e) The Prime Contractor will set timetables for the use of its Subcontractors before ten (10) percent of the work is completed. Timetables may be modified during contract performance with the prior written approval of the Administrator.

(f) If requested by the Administrator, the Prime Contractor must submit a MBE and WBE work plan projecting the work tasks associated with a certified business' commitments prior to the award of the contract. The work plan must provide a description of the work to be subcontracted to MBEs and WBEs and non-certified businesses and the dollar amount, as well as the name of all Tiers of Subcontractors. The work plan will become a part of the Prime Contractor's commitment and the contract record and may not be changed without prior written approval of the Administrator.

### **Section 17. Mentor-Protégé Program**

The mentor-protégé program has been designed to encourage Prime Contractors to actively participate in the development and mentoring of MBE and WBE businesses. To motivate Prime Contractors to participate in the mentor-protégé program, the District will include a three (3) percent Contract Goal credit towards the applicable mentee category on all contracts to which this Revised Appendix D is applied. In addition to providing mentoring opportunities, the mentor-protégé program will also provide increased access to resources which will facilitate improved economic growth and greater contracting opportunities for the MBE or WBE protégé. The following guidelines will apply to the mentor-protégé program:

(a) The mentor/Prime Contractor will indicate that it wishes to participate in the mentor-protégé program in its bid submission for a District contract. This indication will be considered as an application to participate in the mentor-protégé program, and the application will be subject to the review and approval of the Administrator.

(b) The mentor and protégé must have a relationship independent of the District that pre-exists the mentor/Prime Contractor's bid application. The District will not facilitate a relationship between a mentor and a protégé.

(c) To qualify as a mentor, the Prime Contractor must present evidence that it has been operating in the market in which the protégé conducts business for at least five (5) years; is in good financial standing as determined by its federal tax returns or audited financial statements; and has not been debarred, suspended, or had its business license revoked.

(d) To qualify as a protégé, the Subcontractor must be a MBE and WBE as defined in this Revised Appendix D. Additionally, the protégé must have at least one (1) year of work experience in the market in which the mentor conducts business.

(e) A mentor may only have a total of three (3) protégés at any given time, and no more than one (1) protégé per contract. This information must be provided to the Administrator at the time that the bid application is reviewed.

(f) A protégé may only have one (1) mentor at any given time. This information must be provided to the Administrator at the time that the bid application is reviewed.

(g) A business may not serve as a mentor and a protégé at the same time.

(h) The mentor and protégé must be separate and distinct businesses. The mentor cannot possess an ownership interest in the protégé business, nor can the businesses be otherwise affiliated outside of the mentor-protégé relationship, including any familial relationship. The Administrator will review and assess the nature of the relationship to ensure that this requirement is fulfilled.

(i) If the mentor-protégé agreement is terminated during the pendency of the District contract on which the mentor-protégé relationship has been approved, it is the obligation of the mentor/Prime Contractor to notify the Administrator within three (3) calendar days of the termination. Failure to notify the Administrator within this required timeframe may result in the mentor/Prime Contractor being prohibited from participating in the mentor-protégé program on future contracts. In the event of termination, the mentor/Prime Contractor will cease to receive any credit or recognition for work performed by the protégé/Subcontractor from the point the agreement has been terminated, separate from any credit or recognition for which it is otherwise entitled.

(j) In the event of termination of the original mentor-protégé agreement, the mentor will not be permitted to engage with another protégé for the same District contract. Likewise, no substitutions of a protégé will be permitted.

(k) Any application to the mentor-protégé program will be denied if, in the opinion of the Administrator, the mentor-protégé relationship presents no opportunity for professional benefit to the protégé, but instead serves only as vehicle for the mentor to receive Contract Goal credits on a District contract. The Administrator's decision on this matter will be final and is not subject to appeal or review.

(l) Violation of any of the provisions contained in this section will result in the mentor-protégé application being denied, or in the event that information pertaining to a violation is discovered after the application is approved, permission to participate in the mentor-protégé program will be revoked. The Administrator's decision on this matter will be final and is not subject to appeal or review.

#### **Section 18. Contract Performance Compliance**

(a) Following the award of a contract, the Administrator will review the Prime Contractor's compliance with its MBE and WBE commitments during the performance of the contract.

(b) The Prime Contractor will be required to submit the Affirmative Action Monthly MBE/WBE Status Report providing the information in the written format specified by the Administrator. Evidence of MBE and WBE Subcontractor participation and payments must be submitted as required to confirm Subcontractors' participation and payment. The Prime Contractor's failure to do so may result in a finding of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The Administrator reserves the right to require that the Affirmative Action Monthly MBE/WBE Status Report be submitted electronically via the compliance system upon notice.

(c) District contract compliance officers and auditors, or their designees, must have access to the Prime Contractor's and Subcontractor's Books and Records, including certified payroll records, bank statements, employer business tax returns, and all records including

all computer records and books of account to determine Prime Contractor and Subcontractor compliance with Program requirements. The District has the sole discretion to perform audits at any time and without notice to the Prime Contractor or Subcontractor. A Prime Contractor must provide the Administrator with any additional compliance documentation within ten (10) calendar days of receipt of a written request.

(d) If District personnel observe that any Subcontractor other than those listed on the Utilization Plan is performing work or providing materials or equipment for those MBE and WBE Subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation and progress payments may be withheld. The Prime Contractor will have the opportunity to meet with the Administrator prior to a finding of non-compliance.

(e) The Prime Contractor is required to fill out the Supplemental Change Order Form or such other documents as the Administrator may require which details the names of the Subcontractors impacted and provides a description of the work and dollar amount of the change and the amended contract value. The Prime Contractor will submit the Supplemental Change Order Form along with any additional documents as required to the Administrator for approval.

(f) Where a partial or total waiver of the Contract Goals has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Contract Goals, and the Administrator will provide technical assistance with respect to such efforts. The Administrator will require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill the Contract Goals.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan without the prior written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE or WBE Subcontractor with its own forces or those of an Affiliate, a non-certified business, or another MBE or WBE. Failure to obtain the prior written approval of the Administrator will constitute a breach of the contract and subject the Prime Contractor to any and all available sanctions. Additionally, the participation of certified businesses that did not receive prior written approval by the Administrator will not be counted towards the Contract Goals.

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE or WBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

- (1) The listed MBE or WBE Subcontractor fails or refuses to execute a written contract.
- (2) The listed MBE or WBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

(3) The listed MBE or WBE is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to federal, state, or local law.

(4) The Administrator has determined that the listed MBE or WBE Subcontractor is not a responsible contractor.

(5) The listed MBE or WBE Subcontractor voluntarily withdraws from the project and provides the Administrator with prior written notice of its withdrawal before a decision on certification eligibility by the Administrator is rendered.

(6) The listed MBE or WBE Subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE or WBE owner dies or becomes disabled rendering the business unable to complete the work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include instances where the Prime Contractor seeks to terminate a MBE or WBE so that the Prime Contractor can self-perform the work or substitute another MBE or WBE or non-certified Subcontractor to perform the work.

(iii) The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request to terminate or substitute, and the detailed reasons for the request. The Prime Contractor must give the MBE or WBE five (5) business days to respond to the notice and advise the Administrator of the reasons, if any, why the MBE or WBE objects to the proposed termination and why the Administrator should approve the request to terminate. If required in a particular case as a matter of public necessity (e.g., safety), the Administrator may require a response period shorter than five (5) business days.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE or WBE Subcontractor for any reason, the Prime Contractor must make Good Faith Efforts as defined herein to find a substitute MBE or WBE Subcontractor to meet its MBE or WBE contractual commitment. Its Good Faith Efforts must be directed at finding another MBE or WBE to perform or provide at least the same amount of work, material, or service under the contract as the original MBE or WBE to the extent necessary to meet the Contract Goals.

(v) The Prime Contractor must submit a MBE/WBE Subcontractor's Letter of Intent for each proposed new MBE or WBE Subcontractor.

(vi) The Administrator will review the substitution request and decide whether to grant the request based on the Prime Contractor's documented compliance with these provisions.

(h) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as demonstrated by its request for a progress payment, the Administrator will provide written notice to the Prime Contractor regarding the deficiency and progress payments may be withheld until compliance is achieved. If additional instances of non-compliance occur, subsequent progress payments may also be withheld pending compliance. Failure to meet the Contract Goals as stated on the Utilization Plan will be a *prime facie* case of non-compliance.

(i) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as the result of the District's elimination of the work to be performed by a MBE or WBE, the Prime Contractor must notify the Administrator in writing and request an amendment of its Utilization Plan. A letter of release signed by the Subcontractor must be included with the request.

(j) The Contract Goal obligation extends to all contract work covered by change orders. The obligation to make Good Faith Efforts to meet the Contract Goal extends to the entire performance of the contract. When contract work is added, the Prime Contractor must award that work to the MBE or WBE listed in its Utilization Plan, if the original scope of work is to be performed by a MBE or WBE listed in the Utilization Plan. If the original listed MBE or WBE cannot perform the additional work, the Prime Contractor must make Good Faith Efforts to secure MBE or WBE Subcontractors to perform the additional contract work so that the goal percentage committed to in the contract is maintained or the Contract Goal is achieved.

(k) When the scope of Contract work is deducted, the Prime Contractor must make Good Faith Efforts to achieve the Contract Goal percentages committed to in the Contract.

(l) The Prime Contractor must notify the Administrator in writing within ten (10) calendar days of its determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request a reduction in the scope of work, and the detailed reasons for the request. The Administrator will review the request for the reduction and decide whether to approve the request based on the Prime Contractor's documented compliance with these provisions.

(m) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten (10) percent of the original contract value, the Prime Contractor will increase the utilization of all MBEs or WBEs, where feasible, so that the total value of the percentage of work performed by MBEs or WBEs as to increased contract value bears the same relationship to the total value of the contract, as modified by change orders, as the percentage of MBEs or WBEs utilization committed to in the Prime Contractor's original Utilization Plan.

### **Section 19. Compliance System**

All contractors are to comply with Diversity's electronic compliance and monitoring system for reporting purposes. Failure to comply with these requirements may result in a finding

of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The reporting requirements include, but are not limited to:

- (a) Prime Contractors are required to submit monthly Diversity spend numbers as well as make payments towards invoices submitted by Subcontractors, on a monthly basis.
- (b) Subcontractors are required to submit invoices for their work and to acknowledge payment from Prime Contractors when received.

**Section 20. Sanctions for Non-Compliance**

(a) Where the Administrator believes that the Prime Contractor or Subcontractor has: committed fraud or made misrepresentations to the District; failed to comply with this Revised Appendix D or its contract; provided false or fraudulent documentation; or failed to comply with its Utilization Plan, the Administrator will notify the Prime Contractor and/or Subcontractor in writing of such determination of non-compliance and withhold up to one hundred (100) percent of the current progress or final payment due to the Prime Contractor. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or Subcontractor will have the right to meet with the Administrator within ten (10) calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or Subcontractor is complying.

(b) If the Administrator determines that the Prime Contractor and/or Subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator will refer the matter to the Executive Director. Upon review of the matter, the Executive Director may return the referral to the Administrator with direction on how to proceed or may direct that the Prime Contractor and/or Subcontractor participate in a Show Cause hearing on a date certain to explain why further sanctions should not be imposed.

(i) The Prime Contractor and/or Subcontractor will have ten (10) calendar days after receipt of the Show Cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer will be convened to provide the Prime Contractor and/or Subcontractor an opportunity to be heard with respect to the non-compliance. Within twenty (20) calendar days after the Executive Director's referral, the Hearing Officer will schedule a hearing to be held within twenty (20) calendar days of receipt of the referral. The District will carry the burden of proof as to non-compliance by a preponderance of the evidence. An official record will be kept with the Clerk of the District. All filings by the District or the Prime Contractor and/or Subcontractor should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer will conduct the Show Cause hearing and issue findings of fact, conclusions of law, and recommendations regarding disposition of the hearing.

Procedures and rules governing the Show Cause hearings will be followed as adopted by the Board of Commissioners.

(iii) All Show Cause hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties will be given the opportunity to present and respond to evidence. The Hearing Officer will conduct a fair hearing and maintain order and will abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within thirty (30) calendar days after the Show Cause hearing, the Hearing Officer will issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance, and recommendations with respect to any appropriate sanctions. The Executive Director will transmit the Hearing Officer's findings, conclusions, and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or Subcontractor's non-compliance with this Revised Appendix D including, but not limited to:

(1) Withholding up to fifty (50) percent of the current progress or final payment due the Prime Contractor until the Administrator determines that the Prime Contractor is in compliance. Following the withholding of up to fifty (50) percent of the current progress payment, up to one hundred (100) percent of further progress payments may be withheld until the Prime Contractor is found to be in compliance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or Subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or Subcontractor from eligibility to bid on District Construction Contracts for a period of not less than one (1) year and not more than three (3) years. A business that is disqualified pursuant to the provisions of this Revised Appendix D will be precluded from participation on any District contract as a Prime Contractor, Subcontractor, and supplier for the period of disqualification. In cases involving the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months and not more than three (3) years for the second violation, and not less than two (2) years and not more than three (3) years for the third violation from the date of disqualification established by the Board of Commissioners' Order.

(3) Rejecting bid submissions by the Prime Contractor for other contracts not yet awarded when it is determined that the Prime Contractor participated in the use of false documentation, the making of false statements, or fraud or misrepresentation.

(4) For any MBE or WBE that has misrepresented its MBE or WBE status and failed to operate as an independent business performing a Commercially Useful Function, declaration by the Director that the MBE or WBE is ineligible to participate as a MBE or WBE in District contracts. A business that has been declared ineligible may not participate as a MBE or WBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE or WBE goal commitment that the Prime Contractor failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments at the sole discretion of the Administrator.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action, where applicable.

(c) The District's attorneys' fees and costs may be assessed against the Prime Contractor and/or Subcontractor where the Hearing Officer makes a finding that the Prime Contractor and/or Subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(d) Notice of sanctions imposed by the Board of Commissioners for violations of this Revised Appendix D by the Prime Contractor, Subcontractor, or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's website, publication in any type of media or newspaper publication, and direct notice by letter to governmental entities.

(e) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

### **Section 21. Federal Regulations**

The provisions of this Revised Appendix D shall not apply to any contract in which there will be monetary contributions received from a federal agency and the requirements of the federal agency dictate automatic compliance with that agency's affirmative action program. No language contained in this Revised Appendix D shall be interpreted to diminish or supplant the Equal Employment Opportunity Commission requirements.

### **Section 22. Reporting and Review**

The Administrator will provide biannual reports to the Board of Commissioners containing the following information:

(a) The level of MBE or WBE participation achieved during the prior calendar year or other time period on District Construction Contracts subject to this Revised Appendix D; and

- (b) Identification of any difficulties with the enforcement of this Revised Appendix D; and
- (c) Any recommendations with respect to improving the implementation of this Revised Appendix D.

**Section 23. Sunset Provision**

This Revised Appendix D will expire on December 31, 2027, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the District's Chicago construction industry and geographic market area.

**Section 24. Repeal of Prior Inconsistent Provisions**

All enactments and provisions previously adopted by the Board of Commissioners with regard to affirmative action on Construction Contracts subject to this Revised Appendix D that are inconsistent with the provisions contained in this Revised Appendix D are hereby expressly repealed.

**Section 25. Severability**

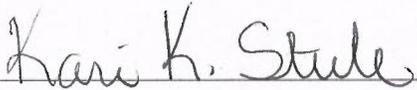
If any clause, sentence, paragraph, section, or part of this Revised Appendix D is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that judgment will not affect, impair, or invalidate the remainder of this Revised Appendix D and will be construed as if the clause, sentence, paragraph, section, or part had never been contained in this Revised Appendix D. The remaining language contained in this Revised Appendix D will remain in full force and effect. In lieu of such invalid, illegal, or unenforceable clause, sentence, paragraph, section, or part, there will be automatically added as part of this Revised Appendix D language as similar in its terms to such invalid, illegal, or unenforceable language as may be possible and be valid, legal, and enforceable.

**Section 26. Effective Dates**

This amendment to Revised Appendix D will be effective and apply to all bids for Construction Contracts advertised after December 31, 2022.

ADOPTED:

Exhibit A  
Utilization Plan

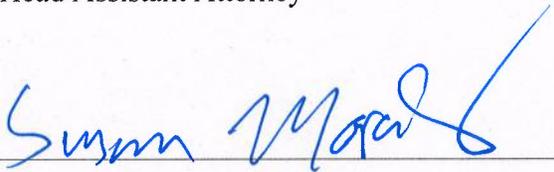
  
\_\_\_\_\_

Kari K. Steele, President  
Board of Commissioners of the  
Metropolitan Water Reclamation  
District of Greater Chicago

Approved as to form and legality:

  
\_\_\_\_\_

Head Assistant Attorney

  
\_\_\_\_\_

General Counsel

**EXHIBIT 6**

**MWRDGC'S APPENDIX V, VETERAN OWNED BUSINESS ENTERPRISE  
CONTRACTING POLICY REQUIREMENTS**

## APPENDIX V

### VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

#### *Section 1. Purpose*

The purpose of the Veteran-Owned Business Enterprise Contracting Policy (“Policy”) is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago (“District”) for veteran-owned and operated small business enterprises.

#### *Section 2. Definitions*

- (a) “Contract Goals” means the numerical percentage goals for MBE, WBE, and VBE participation to be applied to an eligible District contract subject to Affirmative Action Ordinance Revised Appendix D of the Metropolitan Water Reclamation District of Greater Chicago and this Appendix V for the participation of MBEs, WBEs, and VBEs based upon the scope of work of the contract and the availability of MBEs, WBEs, and VBEs to meet the goal, and the District’s progress towards meeting its annual MBE and WBE goals.
- (b) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six (6) months, or for the duration of hostilities regardless of the length of engagement, and
  - (i) was discharged on the basis of hardship; or
  - (ii) was released from active duty because of a service-connected disability; or
  - (iii) was discharged under honorable conditions.

Former members of the military with the following type of discharges are excluded from the Policy:

- (i) dishonorably discharge; or
  - (ii) bad conduct discharge; or
  - (iii) general discharge under other-than-honorable conditions.
- (c) “Good Faith Efforts” means honest, fair, and commercially reasonable actions undertaken by a prime contractor or consultant to meet the VBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.
- (d) “Local Business” means a business located within the District’s geographic market area as established by the 2021 Disparity Study, namely the counties of Cook , DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.
- (e) “Minority-owned Business Enterprise” or “MBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more minority individuals.

- (f) “Small Business Enterprise” or “SBE” means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business’ previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.
- (g) “Veteran-owned Business Enterprise” or “VBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more eligible veterans, or in the case of a publicly held corporation, at least fifty-one (51) percent of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.
- (h) “Women-owned Business Enterprise” or “WBE” means a local small business entity which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

### **Section 3. Certification Eligibility**

- (a) Only a business owned, managed, and controlled by an Eligible Veteran may be certified as a VBE.
  - (i) Ownership by one or more Eligible Veterans must be direct and unconditional; and
  - (ii) Subsidiaries owned or controlled by one or more Eligible Veterans is not acceptable.
- (b) For the purposes of this policy, there is no distinction between service-disabled and non-service disabled veteran-owned businesses.

### **Section 4. Contract Goals**

- (a) The standard Contract Goal for VBEs is three (3) percent, unless otherwise specified in the language of the contract, specifically the Invitation to Bid. This goal is applicable to contracts awarded by the District where the total approved expenditure is in excess of one hundred thousand dollars (\$100,000.00).
- (b) VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals. An Eligible Veteran who is also a MBE or WBE may be utilized to fulfill the MBE, WBE, and VBE Contract Goals, as applicable. However, the three (3) percent VBE Contract Goal must be fulfilled in addition to the MBE and WBE Contract Goals set forth.
- (c) If a MBE or WBE is utilized to accomplish the VBE Contract Goal, the VBE commitment amount must be entered as a separate dollar amount on all contract documents.

- (d) VBE Contract Goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list that are capable of performing the anticipated subcontracting functions of the contract.

*Section 5. Good Faith Efforts*

A prime contractor must undertake Good Faith Efforts to ensure that qualified VBE businesses are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the contractor may have the capability to complete the contract without the use of subcontractors.

*Section 6. VBE Commitment Form Submission*

When completing a Utilization Plan for a contract bid document, a prime contractor must complete the VBE Commitment Form by doing the following:

- (a) Provide the name, contact information, and qualifications for prospective VBE businesses. Delineate the various anticipated categories and disciplines of services to be provided by VBE businesses and provide the dollar amount to be allocated to each business; and
- (b) Summarize commitment to comply with the VBE Contract Goal for the project. Compliance documents must be submitted as detailed in the bid solicitation. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein; and
- (c) Where a prime contractor or consultant is a business owned and controlled by a VBE or where the prime contractor or consultant utilizes a VBE in a joint venture or as a subcontractor, a prime contractor or consultant may count toward the achievement of its VBE Contract Goals the utilization of any VBE that also satisfies the definition of a SBE.

*Section 7. Effective Date*

This Policy is effective as of December 31, 2022 and applies only to qualifying contracts advertised after the effective date.

Adopted pursuant to an Order of the Board dated November 15, 2018

Revised May 1, 2023

**EXHIBIT 7**

**MBE/WBE UTILIZATION PLAN**

**METROPOLITAN WATER RECLAMATION DISTRICT OF  
GREATER CHICAGO**

**MBE/WBE UTILIZATION PLAN**

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(u); WBE - Section 5(ff); SBE - Section 5(z).

**NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE/WBE Subcontractor's Letter of Intent furnished to all MBEs and WBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE/WBE Utilization Plan and all signed MBE/WBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.**

**All Bidders must sign the signature page UP-4 of the Utilization Plan, even if a waiver is requested.**

Name of Bidder: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Affirmative Action Contact & Phone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Total Bid: \_\_\_\_\_

**MBE/WBE UTILIZATION PLAN AND ALL SIGNED MBE/WBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**

**MBE UTILIZATION**

Name of MBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!**

**MBE UTILIZATION**

Name of MBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!**

**MBE UTILIZATION**

Name of MBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!**

(Attach additional sheets as needed)

**WBE UTILIZATION**

Name of WBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!**

**WBE UTILIZATION**

Name of WBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!**

**WBE UTILIZATION**

Name of WBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!**

(Attach additional sheets as needed)

## SIGNATURE SECTION

On Behalf of \_\_\_\_\_ I/We hereby acknowledge that  
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs and WBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized officer*

ATTEST:

\_\_\_\_\_  
*Print name and title*

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Phone number*

- 1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”**

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

# WAIVER REQUEST FORM

## **If a waiver is requested, the Bidder is required to sign and execute this page.**

Contract No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 15 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE/WBE Utilization Plan or achieve a particular goal for MBE/WBE participation in the contract. The reasons for the request are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On Behalf of \_\_\_\_\_ I/We hereby acknowledge that  
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs and WBEs listed in the MBE/WBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized officer*

ATTEST:

\_\_\_\_\_  
*Print name and title*

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Phone number*

### **NOTE TO BIDDERS**

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

**The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.**

Good Faith Efforts are identified on pp. D21-D22, Section 15. Utilization Plan Submission (e), (i) (1)-(8).

**The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !**

# MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) \_\_\_\_\_ and the MWRDGC

RE: Contract Name: (Insert Name) \_\_\_\_\_

Contract Number: (Insert Number) \_\_\_\_\_

From: (Name of MBE/WBE Firm) \_\_\_\_\_ MBE: Yes \_\_\_ No \_\_\_  
WBE: Yes \_\_\_ No \_\_\_

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

\_\_\_\_\_

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ \_\_\_\_\_  
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of MBE/WBE)

\_\_\_\_\_  
Name/Title (Print)

Date \_\_\_\_\_ Phone \_\_\_\_\_

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

**The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !**

**EXHIBIT 8**  
**VBE COMMITMENT FORM**

**VBE COMMITMENT FORM**

1. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
\*Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

---

2. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
\*Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

---

3. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
\*Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

---

4. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
\*Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

\* If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

**EXHIBIT 9**

**AFFIRMATIVE ACTION STATUS REPORT**

## AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

*Notice: This report is required to be submitted at 25%, 50%, 75% and 100% completion of construction.*

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

Prime's Contact Name: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Prime's Contact Phone#: ( ) \_\_\_\_\_ Status Report No.: 25% - 50% - 75% - 100%  
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE or WBE subcontractor, including third tier contracts awarded by your MBE or WBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the reporting period.

MBE or WBE Subcontractor	MBE/WBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE or WBE Subcontractor	MBE/WBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE or WBE Subcontractor	MBE/WBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE or WBE Subcontractor	MBE/WBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE or WBE Subcontractor	MBE/WBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRM WAS AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.**

Name of Affiant: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature of Affiant)

Date: \_\_\_\_\_

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was SUBSCRIBED and SWORN TO before me on \_\_\_\_\_(date)

\_\_\_\_\_  
Signature of Notary Public

**EXHIBIT 10**

**OPERATION AND MAINTENANCE PLAN**

**EXHIBIT 11**  
**AFFIDAVIT OF OWNERSHIP**

**[ORGANIZATION NAME]**  
**OPERATION & MAINTENANCE PLAN**  
**FOR**  
**[PROJECT NAME]**

**Inspection Schedule**

By December 31<sup>st</sup> of each year following final completion of the Project, the [Organization] must prepare and submit to MWRDGC a report using the inspection form attached to this Operation & Maintenance (O&M) Plan detailing its annual inspection, signed by the head of the department responsible for maintenance duties. The report must also include clear photographs that show the condition of the entire Project area. For the first three years, MWRDGC and the [Organization] will conduct joint annual inspections. Beginning in the fourth year and continuing through the required maintenance cycle indicated in the IGA, the [Organization] will conduct solo inspections to ensure the work as described in this O&M Plan is being properly conducted.

**Permeable Pavement Systems O&M Plan**

The minimum Operation & Maintenance (O&M) requirements outlined in this document shall be incorporated into the [Organization]'s inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). Upon completion of project construction, the following O&M procedures shall take effect and be conducted per the terms of the IGA from the date that construction was completed.

1. Permeable pavement systems shall be inspected annually and after a rainfall exceeding 1.5 inches. Any corrective actions determined in the inspection should be performed in a timely manner. Inspections shall follow the attached Inspection Form.
  - a. Joint filler in a permeable pavement system must be kept flush with the top of brick.
  - b. Remove any vegetation growth.
  - c. Inspect observation wells verify that the aggregate storage reservoir is drawing down effectively.
  - d. Inspect all drainage structures for proper operation.
  - e. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. The Owner shall keep records of all inspections and significant maintenance activities.
3. Landscaped areas adjacent to permeable pavement systems shall be maintained to prevent soil or other debris from clogging the permeable pavement system.
4. Surface cleaning of the permeable pavement shall occur at least three (3) times per year (Spring, Summer, and Fall) and following any rainfall exceeding 1.5 inches.
  - a. If surface infiltration rates decline, or clogging is occurring, vacuum cleaning is highly recommended.
5. Winter de-icing solutions such as beet juice molasses, calcium chloride and sodium chloride are acceptable, except on permeable concrete. Unacceptable solutions include sand, magnesium chloride, calcium magnesium acetate, potassium chloride, and potassium acetate.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
  - a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.

- b. Application of pavement seal-coating.
- c. Application of excessive load, so as to cause cracking and deformation.
- d. Application of sand for improving traction.
- e. Application of salt on permeable concrete.
- f. Applications of chemicals for weed control

**Sign-off by Director of Public Works or equivalent:**

I attest that I have reviewed this plan and can commit the necessary resources towards implementing it.

---

Printed name

Title

Signature

Date

<b>Inspection Log for Permeable Pavements</b>		
<ul style="list-style-type: none"> <li>Refer to the "[Organization]'s Operation &amp; Maintenance Plan for [Project Name]" for detailed requirements.</li> <li>Inspection of the permeable pavement system is required at least once per year and after significant rainfall events exceeding 1.5 inches</li> <li>Fill out one form for each permeable pavement area inspected.</li> </ul>		
<b>Inspector:</b> <b>Date:</b> _____ <b>Time:</b> _____ <b>Time Passed Since Last Rain Event:</b> _____		<b>Project #:</b> _____ <b>Project Name:</b> _____
<b>Permeable/Porous Pavement Area:</b> _____ <b>General Site Conditions:</b> _____		
Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
<b>Surface Infiltration</b>		
No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material		
No water ponding or evidence of ponding on permeable pavement		
Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected		
<b>Pavement Condition</b>		
No evidence of deterioration		
No cuts from utilities visible		
No evidence of improper load applied (deformation, settlement or cracking)		
No stockpiling of materials and no seal coating		
No vegetation growth between paver joints (if applicable)		
Joint material filled to "lip" of pavers (if applicable)		
Depth between top of joint material and top edge of paver = _____		
<b>Controlling Run-On</b>		
Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement		
<b>Salt/Deicing (Early Spring only)</b>		
No evidence for the use of traction sand		
Piles of accumulated salt removed in spring		
<b>Drainage Structure Inspection (Early Spring/Late Fall/After &gt;1.5 inches of rainfall)</b>		
No evidence of blockage		
Good condition, no need for cleaning/repair		
Observation wells show water has drained within 72 hours		
<b>Signage</b>		
Signage for no stockpiling/seal coating, etc. is present		
Educational signage is present and in good condition		
<b>Additional Comments, Recommendations:</b>		

STATE OF ILLINOIS  
COUNTY OF COOK

**AFFIDAVIT OF OWNERSHIP**

\_\_\_\_\_, being first duly sworn on oath, deposes and says:  
(Print Name of Affiant)

1. I am the \_\_\_\_\_ of the Village of Forest Park (Village), and duly authorized to  
(Print Title)

execute and deliver this affidavit to the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”) for the purpose of establishing the dedication of, or ownership over, the Project site for which the parties have entered into an Intergovernmental Agreement (“IGA”), described and referred to as:

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF FOREST PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN ALLEY PROJECT 3 IN FOREST PARK, ILLINOIS**

\_\_\_\_\_  
(IGA Title)

2. I caused a search of reasonably accessible real property records to be conducted, and that no evidence of dedication, perpetual easement, or ownership of the Project site was found, thus necessitating execution of this affidavit.

3. The Village represents that the site on which the Project will be constructed (“Project site”) lies entirely within a dedicated public right-of-way, perpetual easement, or property owned solely by the Village and is located at:

*the "T" alley bounded by Thomas Avenue to the west, Harrison Street to the north, Hannah Ave to the east, and Lexington Street to the south in Forest Park, IL*

\_\_\_\_\_  
(Print Street Address)\*

4. The Village represents that the most current Cook County Tax map (also known as “Sidwell map”) depicting the area(s) encompassing the entire Project site can be found at [www.cookcountyclerk.com](http://www.cookcountyclerk.com) and confirms paragraph 3 above.

5. The Village represents that it will maintain an exclusive and uninterrupted property interest the Project site as a dedicated public right-of-way, perpetual easement, or solely owned property for the duration of the IGA term.

6. The Village will immediately advise the District in writing of changes or modifications to the information disclosed in this Affidavit.

7. This Affidavit is made for the purpose of complying with Article 5, paragraph 1 of the IGA.

\_\_\_\_\_  
(Affiant)

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\*Use additional sheet, if necessary



VILLAGE OF FOREST PARK  
25 DEC 21 AM 11:12:42

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

**APPLICATION INFORMATION**

- Type of Organization:**
- Business
  - Charitable
  - Educational
  - Fraternal
  - Labor
  - Nonprofit
  - Religious
  - Veterans

Name of Organization: Oak Park Windmills

Address: 1401 Circle Ave Forest Park IL 60103

Applicant's Name: Benjamin Stone

Email Address: [REDACTED] Phone: ( )

Length of time organization has been in existence: 36 yrs

Place and date of organization's charter, if applicable:  
Place: Oak Park IL Date 1989

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

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

**OFFICER INFORMATION**

President/Chairperson's Name: Benjamin Stone

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Secretary's Name (if applicable): Melissa Jurgens

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Treasurer's Name: Todd Moore

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Raffle Manager's Name: Benjamin Stone

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

**RAFFLE INFORMATION**

- Traditional**                       **50/50**                       **Progressive**

**Ticket Sales:**

Date(s) of Raffle Ticket Sales (must not exceed 365 days): Nov 1 to Dec 15<sup>th</sup>

Area(s) where Raffle Tickets will be sold: \_\_\_\_\_

Raffle Ticket Price: 10

Maximum number of tickets to be sold: 5000

**Drawing(s):**

Date(s) and time(s) of raffle drawing: December 31st.

Location of raffle drawing(s): 1401 Circle Ave Forest Park IL



**BOND INFORMATION**

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

**AFFIDAVIT**

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

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

Benjamin Stone

Applicant



President/Chairman

Melissa Jurgens

Secretary

Benjamin Stone

Raffle Manager

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 25.

\_\_\_\_\_  
Notary Public

(SEAL)