



**VILLAGE OF FOREST PARK  
COUNCIL MEETING AGENDA**  
Monday, November 10, 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 896 5739 2111 Passcode: 967128

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE MINUTES FROM THE OCTOBER 27, 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:**

**BILLS BY RESOLUTION**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Ordinance adding new Article C, entitled "Ice Cream Vending Vehicles," to Chapter 3, entitled "Food and Food Establishments," of Title 4, entitled "Health and Sanitation," of the Municipal Code of the Village
2. Ordinance approving and authorizing membership in the Illinois Public Works Mutual Aid Network and the execution of the Revised Illinois Public Works Mutual Aid Network Agreement
3. Resolution approving the specifications and authorizing the advertising of bids for the Village of Forest Park Lead Service Replacement Project – Stage 3
4. Resolution authorizing acceptance and execution of an IDOT Sustained Traffic Enforcement Program (STEP) for High Visibility Enforcement (HVE) Grant for FY26
5. Resolution authorizing the approval of Pay Request #8 for the AMI Water Meters Replacement Project to Veregy Central, LLC
6. Resolution approving and ratifying the execution of a Less Lethal for Law Enforcement Less Lethal Device Grant Agreement with ILEAS
7. Resolution approving and authorizing the execution of an AT&T Dedicated Internet and IP Flexible Reach and Toll-Free Pricing Schedule Agreements with AT&T
8. Approval: Motion to Direct the Board of Fire and Police to offer employment to the next eligible Probationary Police Officer
9. Approval: Raffle Permit- Forest Park Historical Society

**ADMINISTRATOR'S REPORT**

**COMMISSIONER REPORTS**

**ADJOURNMENT INTO CLOSED SESSION PURSUANT TO LITIGATION 5 ILCS 120/2(c)(11)**

**THE REGULAR MEETING OF THE COUNCIL OF THE  
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS  
HELD ON TUESDAY EVENING, OCTOBER 27, 2025**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:02 p.m.

**ROLL CALL**

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

**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the October 14, 2025, Regular Meeting of the Village Council be approved.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:**

**ABSTAIN:** Commissioners Nero and Voogd

The motion carried.

**PUBLIC COMMENT**

None

**COMMUNICATIONS:**

None

**DEPARTMENT REPORTS:**

Fire Department Report September 2025

**APPROVAL OF BILLS:**

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$608,663.98

**R-106-25  
RESOLUTION FOR THE  
PAYMENT OF BILLS IN THE  
AMOUNT OF \$608,663.98  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that an ordinance authorizing the execution of an Addendum to an agreement between Redspeed Illinois and the Village be approved.

**O-45-25  
ORDINANCE APPROVING  
ADDENDUM WITH  
REDSPEED  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Ordinance authorizing the Village to borrow funds from the public water supply loan for Lead Service Line Replacement Project – Stage 3 be approved.

**O-46-25  
ORDINANCE AUTHORIZING  
VILLAGE TO BORROW  
FUNDS FOR LEAD LINES  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Ordinance authorizing the appointment of Letitia Olmsted as Village Treasurer.

**O-47-25  
ORDINANCE APPOINTING  
LETITIA OLMSTED  
TREASURER  
APPROVED**

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**R-107-25  
RESOLUTION APPROVING  
IGA ENVIRONMENTAL  
HEALTH INSPECTION  
APPROVED**

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the Resolution approving the execution of an IGA for the provision of Environmental Health Inspection Services by the Village of Forest Park be adopted.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously

**R-108-25  
RESOLUTION AUTHORIZE  
CONTRACT WITH  
ANDREAS & SONS  
APPROVED**

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution authorizing the contract award for the 2025 Sidewalk Program to Andreas & Sons, Inc. and the Village of Forest Park be adopted.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously

**R-109-25  
RESOLUTION APPROVING  
PAY #7 VEREGY WATER  
METER REPLACEMENT  
APPROVED**

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution authorizing the approval of Pay Request #7 for the AMI Water Meter Replacement Project to Veregy Central, LLC be adopted.

**ROLL CALL:**

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

**NAYES:** None

**ABSENT:** None

The motion carried unanimously.

**R-110-25  
RESOLUTION APPROVING  
APPLICATION FOR GIGO  
WITH IEPA PARKING LOT  
APPROVED**

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving authorizing the execution of the application for Green Infrastructure Grant Opportunities (FY2026) with the IEPA (Constitution Court Parking Lot) be adopted.

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

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving and authorizing the execution of a Professional Engineering Services Proposal for Construction Engineering with CBBEL for the 2025 Sidewalk Improvement Project be adopted.

**R-111-25  
RESOLUTION FOR  
EXECUTION OF  
PROPOSAL CBBEL  
SIDEWALK  
APPROVED**

**ROLL CALL:**

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

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving an IGA with MWRD for the Green Alley Project 3 be adopted.

**R-112-25  
RESOLUTION APPROVING  
GREEN ALLEY PROJECT 3  
APPROVED**

**ROLL CALL:**

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

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the Raffle Permit application submitted by Windmills Softball Organization.

**RAFFLE LICENSE FOR  
WINDMILLS SOFTBALL  
APPROVED BY MOTION**

**ROLL CALL:**

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

## **ADMINISTRATOR'S REPORT:**

Administrator Entler reported that she recently attended the IPELRA Conference and expressed her appreciation to the Village Council for the opportunity to participate. She noted that the conference was highly beneficial, particularly in providing updates on human resources topics such as FMLA and other employment regulations.

Ms. Entler also extended her gratitude to all Village staff, noting that six of the Village's seven departments are currently operating with reduced staffing. She commended employees across all departments for their dedication, willingness to work overtime, and continued teamwork to ensure the success of the Village of Forest Park.

Additionally, Administrator Entler announced that the Clerk's Office service window will no longer close between 2:00 p.m. and 3:00 p.m.

## **COMMISSIONER'S REPORTS:**

Commissioner Maxham reported that she was honored to attend the West Central Municipal Conference (WCMC) dinner alongside Police Chief Gross and Fire Chief Hankus. She emphasized the continued importance of supporting both the community refrigerator and the Forest Park Food Pantry, noting that the pantry is in need of assistance. Commissioner Maxham encouraged residents to contact the Community Center at 708-771-7737 for information on how to donate or volunteer.

Commissioner Nero discussed ongoing rodent control efforts, emphasizing that active resident participation remains the key to success. He reminded residents to avoid placing overflowing garbage cans in alleys before collection day, to keep garbage areas clear, and to remove overgrown brush. The Village continues to issue citations and work with Smithereen to lay bait, and rat reports have decreased by 75% since August—showing progress that must be maintained.

Commissioner Nero also noted that property tax revenue is the Village's largest source of income and expressed interest in continuing zoning discussions to address resident concerns. He highlighted the rise in home values and the need to review zoning policies accordingly, stating that more information and ideas will be shared at the next meeting. He concluded by announcing that Steak and Hoagies will open on November 5.

Commissioner Melin-Rogovin reminded residents that the Traffic & Safety Commission meets on the third Wednesday of each month to discuss pedestrian, bicycle, and traffic safety issues. She noted that the Commission will soon present a report to the Council outlining its strategic plan.

She also met with the Environmental Control Commission (ECC) to discuss her collaboration with the Chicago Academy of Sciences on a sustainable leaf collection initiative. Additionally, Commissioner Melin-Rogovin attended a regional meeting with the Forest Park Arts Alliance. It involved meeting with statewide organization focused on how communities across Illinois are engaging artists, supporting local businesses, and strengthening their economies. The meeting emphasized the important role of the arts in community and state development.

Commissioner Voogd reported attending the Intragovernmental Award Gala, where the Village received recognition for its joint Pocket Park program with the Park District. The award celebrated the successful transformation of Forest Park's pocket parks. She noted that the Park District has maintained the parks for about five years, and under the leadership of former Village Administrator Tim Gillian, Park District Director Jackie Iovinelli, and herself, a renovation plan was developed and implemented over that time. Commissioner Voogd commended the collaboration between the Village and the Park District, emphasizing that when local taxing bodies work together, great results can be achieved.

She also attended the Tree Planting Ceremony organized by Director Stella on October 23 as part of a Trees Forever grant. The event included participation from Forest Park students and was a great success. Commissioner Voogd thanked Director Stella, Amy Binns-Calvey, Kate Linne, and Meghan Hunt for their help in planting the tree. She concluded by reminding residents that the Pumpkin Smash will take place on Saturday, November 8, from 10 a.m. to 1 p.m.

Mayor Hoskins discussed ongoing efforts to secure funding and safety improvements related to the CTA. He has been actively advocating for additional support for Forest Park's first responders, who continue to face a heavy demand for services at the Forest Park Blue Line station. Mayor Hoskins recently met with representatives from the Cook County Board President's Office and state legislators to encourage passage of a key transit funding bill. He expressed strong support for the legislation, which aims to enhance public transportation across the metropolitan area and provide critical assistance to local communities like Forest Park.

Mayor Hoskins also attended the West Central Municipal Conference (WCMC) Dinner on October 24 and shared that WCMC is considering allowing union organizations to join as affiliate (nonvoting) members. He concluded by reminding residents that the PTMAN Pastor Breakfast will take place at the Community Center on November 8.

### **ADJOURNMENT**

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

Mayor Hoskins declared the meeting adjourned at 7:43 P.M.

Respectfully submitted,

Megan Roach  
Deputy Village Clerk

**RESOLUTION No.**

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

Public Affairs	20,428.34
Police Department	1,166.19
Community Center	2,596.13
Accounts & Finance (Clerks Office)	192,277.98
Accounts & Finance (Fire Department)	3,511.41
Department of Health & Safety	8,708.79
Streets and Public Improvements	86,340.42
Public Property	17,925.08
Seizure	2,735.55
Police DUI	177.75
Federal Customs	4,668.02
TIF	5,758.42
VIP	6,788.84
Water Department	139,077.78
<b>TOTAL</b>	<b>\$ 492,160.70</b>

**ADOPTED BY THE Council of the Village of Forest Park this 10th Day of November 2025**

Ayes:

Nays:

Absent:

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

ATTEST:

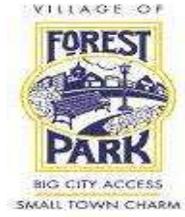
\_\_\_\_\_  
Megan Roach, Deputy Clerk



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2025	52.50
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2025	7,250.75
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2025	105.00
100-10-101-6100-100	Storino Ramello & Durkin	09/30/2025	5,915.55
100-10-101-6150-152	Verizon Wireless	10/22/2025	42.43
100-10-101-6150-152	Verizon Wireless	10/22/2025	201.11
100-10-101-6150-202	Checkpoint Press Inc	10/17/2025	496.00
100-11-111-6100-120	Proxit Technology Solutions Inc	10/23/2025	5,135.00
100-11-111-6110-105	Proxit Technology Solutions Inc	10/23/2025	480.00
100-11-111-6110-110	Proxit Technology Solutions Inc	10/23/2025	750.00
		Public Affairs	20,428.34



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-12-121-6120-305	Tom McNamara	10/28/2025	84.00
100-12-123-6145-202	T-Mobile USA Inc	10/02/2025	50.00
100-12-123-6145-291	Quill	10/15/2025	239.98
100-12-124-6145-211	Sirchie Acquisition Company LLC.	10/21/2025	183.20
100-12-125-6140-204	SCHAUERS HARDWARE	09/30/2025	71.95
100-12-126-6140-112	American Mobile Shredding and Recycling	10/17/2025	495.00
100-12-126-6145-126	Verizon Wireless	10/22/2025	42.06
	Police Department		1,166.19



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-15-151-6140-200	SCHAUERS HARDWARE	09/30/2025	24.72
100-15-154-6170-110	The Fireside Theatre	02/03/2025	2,571.41
	Community Center		2,596.13



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	10/17/2025	159,478.17
100-21-211-5005-002	Fidelity Security Life Ins Co	10/22/2025	653.92
100-21-211-5005-002	Fidelity Security Life Ins Co	10/22/2025	70.90
100-21-211-5005-002	Guardian	10/22/2025	7,119.94
100-21-211-6140-104	Office 8	10/24/2025	391.92
100-21-211-6140-104	Quill	07/24/2024	119.36
100-21-211-6140-104	Quill	10/17/2025	166.32
100-21-211-6140-140	Megan Roach	10/04/2025	106.56
100-21-211-6140-140	Quill	07/24/2024	55.45
100-21-211-6140-140	Quill	10/17/2025	136.37
100-21-211-6140-140	Quill	10/29/2025	55.45
100-21-211-6150-150	AT&T	10/25/2025	129.09
100-21-211-6150-150	AT&T	10/25/2025	64.53
100-21-211-6160-001	CNA Surety Direct Bill	11/01/2025	30.00
100-21-211-6190-003	POLICE PENSION FUND	11/01/2025	11,850.00
100-21-211-6190-004	Firefighters Pension Fund	11/01/2025	11,850.00
	Accounts and Finance (Clerks Office)		192,277.98



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-30-301-6140-200	SCHAUERS HARDWARE	09/30/2025	63.33
100-30-302-6110-150	Verizon Wireless	10/22/2025	138.19
100-30-302-6110-200	MES I Acquisition Inc	09/24/2025	322.22
100-30-302-6110-200	MES I Acquisition Inc	10/15/2025	1,144.50
100-30-302-6145-100	Witmer Public Safety Group	10/02/2025	149.92
100-30-302-6145-100	Witmer Public Safety Group	10/17/2025	94.59
100-30-302-6150-122	HOME DEPOT CREDIT	09/18/2025	1,280.24
100-30-303-6145-300	Henry Schein	10/15/2025	186.40
100-30-303-6145-300	Zoll Medical Corp	10/15/2025	132.02
	Accounts and Finance (Fire Department)		3,511.41



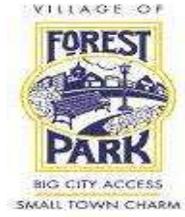
<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-40-402-6100-100	Storino Ramello & Durkin	09/30/2025	189.00
100-40-402-6100-136	B&F Construction Code Service	10/07/2025	8,500.00
100-40-410-6140-202	SCHAUERS HARDWARE	09/30/2025	19.79
	Department of Health and Safety		8,708.79



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-50-502-6140-202	SCHAUERS HARDWARE	09/30/2025	139.44
100-50-502-6185-112	Republic Services #551	10/15/2025	1,081.60
100-50-502-6185-501	Republic Services #551	10/15/2025	47,126.10
100-50-502-6185-502	Republic Services #551	10/15/2025	33,314.23
100-50-502-6185-503	Republic Services #551	10/15/2025	4,679.05
	Streets and Public Improvements		86,340.42



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
100-55-552-6180-101	SCHAUERS HARDWARE	09/30/2025	47.69
100-55-553-6180-160	Com Ed	10/17/2025	97.49
100-55-570-6155-106	SCHAUERS HARDWARE	09/30/2025	14.13
100-55-570-6155-106	Currie Motors Chevrolet	10/17/2025	727.66
100-55-570-6155-106	Currie Motors Chevrolet	10/20/2025	612.31
100-55-570-6155-106	Fleet Safety Supply	10/17/2025	728.67
100-55-570-6155-106	Factory Motor Parts Co	10/14/2025	114.60
100-55-570-6155-106	Factory Motor Parts Co	10/17/2025	38.13
100-55-570-6155-106	Factory Motor Parts Co	10/17/2025	32.99
100-55-570-6155-106	Factory Motor Parts Co	10/21/2025	42.98
100-55-570-6155-106	Factory Motor Parts Co	10/21/2025	58.37
100-55-570-6155-106	Factory Motor Parts Co	10/21/2025	197.91
100-55-570-6155-106	Linde Gas & Equipment, Inc.	10/22/2025	283.95
100-55-570-6155-106	Linde Gas & Equipment, Inc.	10/22/2025	273.15
100-55-570-6155-106	Standard Equipment Co.	10/27/2025	957.69
100-55-570-6155-112	BC Body Craft Inc	09/02/2025	7,414.92
100-55-570-6155-112	Commercial Tire Service	10/18/2025	535.05
100-55-570-6155-112	Commercial Tire Service	10/18/2025	1,272.94
100-55-570-6155-112	Commercial Tire Service	10/18/2025	1,216.92
100-55-570-6155-112	Commercial Tire Service	10/18/2025	303.94
100-55-570-6155-112	Commercial Tire Service	10/18/2025	819.52
100-55-570-6155-112	Commercial Tire Service	10/18/2025	209.00
100-55-570-6155-112	Commercial Tire Service	10/23/2025	766.07
100-55-570-6155-112	Commercial Tire Service	10/23/2025	759.00
100-55-570-6155-112	XTreme Graphics Lettering	10/30/2025	400.00
		Public Property	17,925.08



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
230-00-000-6150-152	Verizon Wireless	10/22/2025	196.95
230-00-000-6900-230	Illinois State Police	10/08/2025	327.35
230-00-000-6900-230	Illinois State Police	10/09/2025	1,543.25
230-00-000-6900-230	Secretary of State	10/10/2025	316.00
230-00-000-6900-230	SECRETARY OF STATE	10/10/2025	25.00
230-00-000-6900-230	Willie Stewart #Y55388	10/08/2025	327.00
		Seizure	2,735.55



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
231-00-000-6900-231	Intoximeters Inc.	10/15/2025	177.75
		DUI	177.75



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
232-00-000-6900-231	Baycom Inc	10/09/2025	910.00
232-00-000-6900-231	CDS Office Technologies	10/27/2025	805.02
232-00-000-6900-231	J.G. Uniforms	10/20/2025	244.00
232-00-000-6900-231	A Core Locksmiths	10/16/2025	2,605.00
232-00-000-6900-231	Proxit Technology Solutions Inc	10/23/2025	104.00
		Federal Customs	4,668.02



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
302-00-000-6100-100	Storino Ramello & Durkin	09/30/2025	157.50
304-00-000-6100-100	Storino Ramello & Durkin	09/30/2025	1,648.50
304-00-000-6100-100	Storino Ramello & Durkin	09/30/2025	683.50
306-00-000-6100-100	Storino Ramello & Durkin	09/30/2025	735.00
309-00-000-6100-100	Storino Ramello & Durkin	09/30/2025	2,533.92
		TIF	5,758.42



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
312-00-000-6100-100	Storino Ramello & Durkin	09/30/2025	2,756.25
312-00-000-6150-152	Verizon Wireless	10/22/2025	74.02
312-00-000-6180-114	SCHAUERS HARDWARE	09/30/2025	200.61
312-00-000-6180-114	McAdam Landscaping	10/17/2025	56.25
312-00-000-6180-200	Comcast	10/08/2025	200.21
312-00-000-6180-200	Hick's Vacuum	10/20/2025	28.99
312-00-000-6180-200	HOME DEPOT CREDIT	09/12/2025	125.98
312-00-000-6180-200	Quill	07/24/2024	253.28
312-00-000-6180-200	Quill	10/17/2025	212.23
312-00-000-6180-200	Quill	10/22/2025	168.89
312-00-000-6180-200	Quill	10/29/2025	277.91
312-00-000-6180-200	Tim Stefl Inc	10/22/2025	168.59
312-00-000-6180-200	PremiStar-North	10/20/2025	516.00
312-00-000-6180-210	Comcast	10/12/2025	2.31
312-00-000-6180-220	HOME DEPOT CREDIT	09/12/2025	62.99
312-00-000-6180-220	Illinois Alarm	10/21/2025	872.50
312-00-000-6180-240	SCHAUERS HARDWARE	09/30/2025	36.42
312-00-000-6180-240	Comcast	10/07/2025	2.31
312-00-000-6180-240	Comcast	10/22/2025	256.87
312-00-000-6180-250	SCHAUERS HARDWARE	09/30/2025	30.58
312-00-000-6180-250	Tim Stefl Inc	10/24/2025	451.73
312-00-000-7000-312	K-Five Hodgkins LLC	10/16/2025	33.92
		VIP	6,788.84



<b>Account Number</b>	<b>Vendor</b>	<b>Invoice Date</b>	<b>Amount</b>
501-80-800-6110-105	Verizon Wireless	10/22/2025	36.01
501-80-800-6110-105	Verizon Wireless	10/22/2025	36.01
501-80-800-6140-102	Springbrook Holding Company LLC	09/30/2025	1,920.32
501-80-800-6150-150	AT&T	10/25/2025	68.56
501-80-800-6150-154	Com Ed	10/16/2025	125.08
501-80-800-6150-154	Com Ed	10/17/2025	28.07
501-80-800-6800-151	Core & Main LP	10/22/2025	1,850.00
501-80-800-6800-151	Core & Main LP	10/27/2025	2,220.00
501-80-800-6800-151	Tim Stefl Inc	10/22/2025	146.25
501-80-800-6800-153	Comcast	10/06/2025	95.35
501-80-800-6800-153	CDC ENTERPRISES INC	10/21/2025	920.00
501-80-800-7000-001	Core & Main LP	10/21/2025	20,480.00
501-80-800-7000-001	Veregy Central LLC	09/30/2025	111,152.13
	<b>Water Department</b>		<b>139,077.78</b>



BIG CITY ACCESS

SMALL TOWN CHARM

**Rory E. Hoskins**  
MAYOR

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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: November 06, 2025

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

From: Rachell Entler, Village Administrator 

Re: 11/10/2025 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 adding new Article C, entitled "Ice Cream Vending Vehicles," to Chapter 3, entitled "Food and Food Establishments," of Title 4, entitled "Health and Sanitation," of the Municipal Code of the Village** - This ordinance will establish licensing requirements for ice cream vending vehicles operating within the Village. It includes an annual license fee of \$50 per vehicle and a \$50 fee for each background check required. The Village will issue no more than four licenses per year. Vehicles must meet inspection standards for operability and sanitation and display proper identification and safety equipment. Restrictions include prohibiting amplified music, vending from the left side, and operations on major roads such as Roosevelt Road and Harlem Avenue. Hours are limited to 10:00 a.m. to 8:00 p.m. This ordinance was requested by a local Forest Park business who approached the Village about his inability to use his ice cream truck in Forest Park despite being able to operate the truck in neighboring villages. It is staff's recommendation that this ordinance be approved.
2. **Ordinance approving and authorizing membership in the Illinois Public Works Mutual Aid Network and the execution of the Revised Illinois Public Works Mutual Aid Network Agreement** - The Council had previously approved membership in IPWMAN, which provides mutual aid resources for public works emergencies and disasters. This membership ensures access to assistance, training, and coordination during major incidents. The agreement was recently revised and requires approval by the Council. Director Stella is seeking approval of this agreement. This agreement does not have any association fees.
3. **Resolution approving the specifications and authorizing the advertising of bids for the Village of Forest Park Lead Service Replacement Project – Stage 3** - Staff seeks authorization of specifications and advertisement for bids for Stage 3 of the Lead Service Replacement Project. The project will be funded through an Illinois EPA loan with principal forgiveness. Authorization to borrow funds was approved at the 10/27/25 Village Council meeting. Bid opening is scheduled for January 7, 2026. Approval of the recommended bid award will be given at the 1/12/26 Village Council Meeting.

4. **Resolution authorizing acceptance and execution of an IDOT Sustained Traffic Enforcement Program (STEP) for High Visibility Enforcement (HVE) Grant for FY26** - The Police Department seeks approval to accept the Illinois Department of Transportation's Sustained Traffic Enforcement Program (STEP) grant for FY2026. The grant totals \$86,068, covering enforcement activities, equipment purchases such as LIDAR, and laptops for squad cars. No local match is required, making the fiscal impact positive for the Village.
5. **Resolution authorizing the approval of Pay Request #8 for the AMI Water Meters Replacement Project to Veregy Central, LLC** – Staff is seeking approval for payment to Veregy Central, LLC in the amount of \$111,152.13 for work completed under the AMI Water Meter Replacement Project. This expenditure is part of the Village's modernization initiative and is funded through existing budget allocations in the water fund.
6. **Resolution approving and ratifying the execution of a Less Lethal for Law Enforcement Less Lethal Device Grant Agreement with ILEAS** – The Police Department is seeking approval of ratified execution of a grant agreement with ILEAS for law enforcement equipment. The grant provides \$21,600 for the purchase of less-lethal devices, with no local match required. Fiscal impact is positive as the grant fully funds the acquisition.
7. **Resolution approving and authorizing the execution of an AT&T Dedicated Internet and IP Flexible Reach and Toll-Free Pricing Schedule Agreements with AT&T** – Staff is seeking approval of an agreement with AT&T for dedicated internet service and IP Flexible Reach with toll-free capabilities. Currently, the Village pays monthly as we are out of contract and subject to any imposed price increase. By agreeing to a 36-month commitment, the Village will save around \$400 a month and will not be subject to any price increases over the term of the contract. The service we will be receiving is the same, just at a much cheaper cost to the Village.
8. **Approval: Motion to Direct the Board of Fire and Police to offer employment to the next eligible Probationary Police Officer** – Chief Gross is seeking Council approval to direct the Board of Fire and Police Commissioners to offer employment to the next eligible candidate for Probationary Police Officer due to the recent resignation of a patrol officer.
9. **Approval: Raffle Permit- Forest Park Historical Society** – The Forest Park Historical Society is seeking approval of their request for a raffle permit for their upcoming fundraising event at BABS Comedy Club.

**Next Steps Upon Item Approval:**

Village staff will publish bid notices for the Lead Service Replacement Project, ensure compliance with grant requirements for STEP and ILEAS programs, implement the licensing process for ice cream vending vehicles before the 2026 season, and finalize AT&T service agreements to reduce Village costs.

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

ORDINANCE NO. O-\_\_\_\_\_-25

**AN ORDINANCE ADDING NEW ARTICLE C, ENTITLED “ICE CREAM VENDING VEHICLES,” TO CHAPTER 3, ENTITLED “FOOD AND FOOD ESTABLISHMENTS,” OF TITLE 4, ENTITLED “HEALTH AND SANITATION,” OF THE MUNICIPAL CODE OF THE VILLAGE OF FOREST PARK**

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

**Section 1.** Chapter 3, entitled “Food and Food Establishments,” of Title 4, entitled “Health and Sanitation,” of the Code of the Village of Forest Park (“Code”) is hereby amended to add new Article C, entitled “Ice Cream Vending Vehicles,” as follows:

**SECTION 4-3C ICE CREAM VENDING VEHICLES**

**4-3C-1 Definitions.**

*Ice cream vending vehicle* means any vehicle or truck or self-propelled motor vehicle from which the retail sale by ice cream or similar confections or beverages for human consumption is conducted from a roadway.

*Owner* means the title holder of an ice cream or similar confections or beverage vending vehicle.

*Retail sale* means the sale of ice cream or similar confections or beverage to the consumer thereof.

*Roadway* means any public or private street, highway or road used by vehicles.

*Vehicle* means every motor vehicle which is mechanically propelled and designed to transport one (1) or more persons.

*Vending* means the act of selling, or offering to sell, any ice cream or similar confections or beverage for human consumption from an ice cream vending vehicle on a roadway.

*Vendor* means any person who physically operates an ice cream vending vehicle or any person who physically conducts vending from such a vehicle.

**4-3C-2 License required.**

- A. It shall be unlawful for any person to sell, give away, offer for sale or expose for sale any ice cream or similar confection or beverage of any kind from an ice cream vending vehicle, whether or not the same remains in one (1) place in the Village, without first having obtained a license for such purpose.
- B. The Village shall issue a photo identification card, suitable for identifying each vendor covered by this license. Such card shall be displayed in a prominent place on each driver while vending is being conducted within the Village.

- C. Each ice cream vending vehicle doing business within the Village shall also display a vehicle sticker. Such sticker shall be displayed on front passenger side window.
- D. The Village will limit the number of ice cream vending vehicles licenses to four (4) annually.

**4-3C-3 Application process.**

Applications for such licenses shall be made available in-person at the Clerk's Office.

- A. Proof of a valid driver's license for the applicant is required.
- B. A statement that the applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this section, laws of this state, or the ordinances of this Village.
- C. The license plate number and vehicle identification number of the licensed ice cream vending vehicle.
- F. A waiver signed by the owner of the ice cream vending vehicle authorizing the Village to conduct a background check on drivers who will operate the ice cream vending vehicles. No driver shall operate any ice cream vending vehicles within the Village until the Village completes a background check satisfactory to the Village. Each owner shall furnish a list of the drivers who will be operating the trucks.
- G. A copy of a current Health Department permit at the time of application.

**4-3C-4 Application fee.**

- A. The annual fee for such licenses shall be fifty dollars (\$50.00) for each ice cream vending vehicle. Such fee shall be made payable to the Village of Forest Park at the time application is made.
- B. The year for which a fee shall be valid shall commence on May 1 and end on April 30 of the succeeding year.

**4-3C-5 Background check.**

No such license shall be issued to or held by any person or driver who is not a person of good character or who has been convicted of a felony within the past five (5) years, or must register as a sex offender as required by the Sex Offender Registration Act, 730 ILCS 150; nor shall such license be issued to or held by any corporation if any officer thereof would be ineligible for a license under the foregoing conditions. A criminal background fingerprint check will be performed by the Forest Park Police Department. A fee of fifty dollars (\$50.00) shall be paid by the owner for each individual for whom a background investigation must be conducted.

**4-3C-6 Inspection of vehicle.**

Prior to the issuance of said license, the licensee shall present to the Forest Park Police Department each ice cream vending vehicle for inspection as to the ice cream vending vehicle's motor vehicle operability, cleanliness and sanitation.

#### **4-3C-7 Required vehicle equipment.**

In addition to having a current state registration, complying with the provisions of this Section and other applicable provisions of this Code, ice cream vending vehicles shall be equipped with the following, which shall be in good working order:

- A. A sign on the front and back of the vehicle which shall consist of reflective letters no less than three inches (3") in height and shall state "Caution - Children Crossing".
- B. A foldout, diamond-shaped sign on the left side of the vehicle which shall consist of black on yellow reflective letters no less than five (5) inches in height and shall state "Slow". This sign shall be located at a height of between five (5) feet and eight (8) feet above ground level and shall be displayed at a ninety-degree (90°) angle to the left side of the vehicle whenever it is stopped for the purpose of vending.
- C. Two (2) amber lights, each five (5) inches in diameter, mounted on the left and right front, and two (2) amber lights each five (5) inches in diameter, mounted on the left and right rear of the vehicle, all at the top of the vehicle.  

Each left light shall flash alternately from the opposing right light, and have sufficient lumens so that the flashing will be visible at a distance of five hundred (500) feet whenever the vehicle is stopped for the purpose of vending.
- D. A litter or trash container visible and available to customers of the ice cream vending vehicle.
- E. Equipment which will keep all perishable ice cream or similar confections at a temperature of zero degrees (0°) to minus ten degrees Fahrenheit (-10°F). Beverages or other type confections on the vehicle shall be maintained at a temperature of below fifty degrees Fahrenheit (50°F).

#### **4-3C-8 Prohibitions on conducting business.**

The following shall not be performed from an ice cream vending vehicle:

- A. Vending from the left, or driver's side, of the vehicle.
- B. The emission of any amplified or electronic noise intended to advertise the presence of the vehicle. Manually operated bells may be utilized while the vehicle is in motion. The emission of any noise to advertise the presence of the vehicle while the vehicle is stopped is prohibited.
- C. Vending if the vehicle is not parked with the right side thereof to the curb or right side of the roadway.
- D. Vending within a distance of one hundred feet (100) from the nearest intersecting roadway.
- E. Vending before 10:00 a.m. any day, or after 8:00 p.m. any day.
- F. Vending on any of the following roadways:
  - Roosevelt Road
  - Harlem Ave

Desplaines Ave  
Madison Street  
Randolph  
Washington.

- G. Conducting any retail sale to any customer who is standing on a roadway.
- H. Vending in such a manner as to cause a traffic and/or pedestrian nuisance.

**4-3C-9 Operators' restrictions.**

- A. It shall be unlawful for any driver of an ice cream vending vehicle while on duty to drink any intoxicating liquor or alcoholic beverage, to use any profane or obscene language, to shout or call to prospective customers, or to disturb the peace in any manner.
- B. It shall be unlawful for any person who is afflicted with or is the carrier of any infectious or contagious disease to conduct vending.
- C. A valid and current Cook County Department of Public Health permit is required at all times while operating (these are issued annually).
- D. No vehicle shall be operated unless it is covered by a bond or public liability policy as required by the Illinois Compiled Statutes. The owner shall furnish a copy of such bond or insurance policy prior to the issuance of a license.
- E. It shall be the duty of every driver of a vehicle to obey all traffic rules established by ordinances of the Village or the statutes of the State of Illinois.

**4-3C-10 Penalty.**

Any person violating any of the provisions of this article shall be fined one hundred dollars (\$100.00) for the first offense thereof, and subject to a fine of not more than five hundred dollars (\$500.00) for each subsequent offense.

**Section 2.** The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and can be changed to “Section,” “Article,” Chapter” or some other appropriate word or phrase to accomplish codification, and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

**Section 3.** All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict,

and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

**Section 4.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

**Section 5.** This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup> day of November, 2025.

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

APPROVED by me this 10<sup>th</sup> day of November, 2025.

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

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

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

**AN ORDINANCE APPROVING AND AUTHORIZING  
MEMBERSHIP IN THE ILLINOIS PUBLIC WORKS MUTUAL AID  
NETWORK AND THE EXECUTION OF THE REVISED ILLINOIS  
PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the “Intergovernmental Cooperation Act,” 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the “Intergovernmental Cooperation Act,” 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement, IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Mayor and the Village Council of the Village of Forest Park, Cook County, Illinois, determine that it is in the best interests of the Village of Forest Park and its residents to continue its membership and participation in IPWMAN and to enter into an intergovernmental agreement to secure for each party thereto, including but not limited to the Village of Forest Park, the benefits of mutual aid in public works for the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster, the principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of community to as near normal as quickly as possible.

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

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

Section 2. Village of Forest Park's continued membership in IPWMAN is hereby authorized and approved and the revised Illinois Public Works Mutual Aid Network Agreement, attached hereto and made a part hereof as Exhibit A, is approved and the Mayor and Deputy Village Clerk be and are hereby authorized to execute and attest, respectively, the agreement for continued participation in IPWMAN, in substantially the form attached hereto, with such changes as may be approved by the parties executing the same.

Section 3. The officials, officers and employees of the Village are authorized to take such actions and execute such documents as are necessary for the Village to become a member of

and maintain good standing in IPWMAN and carry out the purpose and intent of this Ordinance and the Illinois Public Work Mutual Aid Network Agreement.

Section 4. All prior ordinances, resolutions, or motions, or parts of ordinances, resolutions, or motions, in conflict with any of the provisions of this Ordinance shall be and the same are hereby repealed to the extent of the conflict.

Section 5. This Ordinance and every provisions thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

Section 6. This Ordinance shall be in full force and effect upon its adoption.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 10<sup>th</sup> day of November, 2025.

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

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

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

APPROVED:

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

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

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

**EXHIBIT A**

**Illinois Public Works Mutual Aid Network Agreement**

## **An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement**

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among \_\_\_\_\_ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

*WHEREAS*, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

*WHEREAS*, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

*WHEREAS*, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

*WHEREAS*, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

*WHEREAS*, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

*WHEREAS*, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

*WHEREAS*, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

*WHEREAS*, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

*WHEREAS*, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

*WHEREAS*, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

*NOW, THEREFORE*, the Parties agree as follows:

## **SECTION I: PURPOSE**

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

## **SECTION II: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

### **SECTION III: RESPONSIBILITY OF PARTIES**

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

#### **SECTION IV: ANNUAL REVIEW**

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

#### **SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE**

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

#### **SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES**

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

#### **SECTION VII: SUPERVISION AND CONTROL**

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

**SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

**SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

**SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES**

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

**SECTION XI: WORKERS' COMPENSATION**

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

**SECTION XII: INSURANCE**

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

**SECTION XIII: INDEMNIFICATION**

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

**SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID**

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

**SECTION XV: NOTICE OF CLAIM OR SUIT**

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**SECTION XVI: AMENDMENTS**

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

**SECTION XVII: ADDITIONAL PARTIES**

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

**SECTION XVIII: NOTICES**

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

**SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

**SECTION XX: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

**SECTION XXI: SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

**SECTION XXII: EFFECTIVE DATE**

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

**SECTION XXIII: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

**SECTION XXIV: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**SECTION XXV: PRIOR IPWMAN AGREEMENTS**

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

**SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

*NOW, THEREFORE*, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

## Signature Page

Approved and executed this \_\_\_\_\_ day \_\_\_\_\_ of 20 \_\_\_\_\_.

For the Agency (Insert Name): \_\_\_\_\_

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

Its: \_\_\_\_\_

*Attest*

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

Its: \_\_\_\_\_

### **APPROVED**

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

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

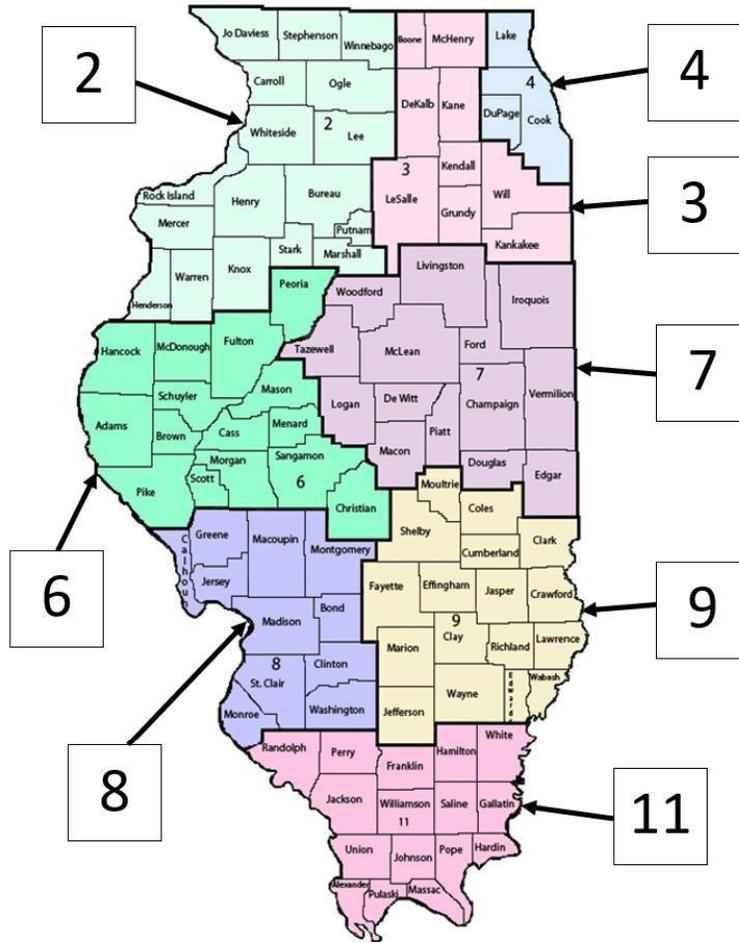
Vince Kilcullen  
President, IPWMAN Board of Directors

Attest: \_\_\_\_\_

Joe Cronin  
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.  
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended  
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board  
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



# IPWMAN Region Map

**A RESOLUTION APPROVING THE SPECIFICATIONS  
AND AUTHORIZING THE ADVERTISING OF BIDS  
FOR THE VILLAGE OF FOREST PARK  
LEAD SERVICE REPLACEMENT PROJECT – STAGE 3**

WHEREAS, the Village of Forest Park ("Village") has undertaken to develop plans and specifications for the Lead Service Replacement Project – Stage 3 (the "Project") in the Village; and

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

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

Section 1. Finding of the Corporate Authorities

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

Section 2. Advertisement for Bids

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

Section 3. Effective Date

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup>  
day of November, 2025.

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

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

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

APPROVED by me this 10<sup>th</sup> day of November, 2025.

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

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

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

**EXHIBIT A**

**Lead Service Replacement Project – Stage 3  
Local Public Agency Formal Contract Proposal**

# VILLAGE OF FOREST PARK



## LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III

Bid Opening Date: .....January 7, 2026  
 Bid Opening Time: ..... 10:00 A.M.  
 Bid Opening Location:.....Village Hall  
 Bid Deposit: ..... 5% of the Amount of Bid  
 Performance Bond: ..... 100% of the Amount of Bid

Obtain information from:

Jon Duddles, PE  
 Christopher B. Burke Engineering, Ltd.  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

Submit Bids to:

Sal Stella, Director of Public Works  
 Village of Forest Park  
 Village Hall  
 517 Des Plaines Avenue  
 Forest Park, Illinois 60130

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

**Illinois Environmental Protection Agency – Public Water Supply Loan Program (PWSLP)  
Loan Applicant's Certification of Plans/Specifications Compliance with PWSLP Rules  
(Rev 01/2025)**

Loan Applicant: Village of Forest Park L17# 7606

Project Description:

Removal and replacement of lead water service lines.

**Section I – Loan Program Requirements**

Provide page number(s) for location of the information below in the bidding documents/specifications.

Page #'s

1. 8 Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in the IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of IL Workers on Public Works Act, IL Works Jobs Program Act (Apprenticeship Initiative), DBE Policy per 40 CFR Part 33, as amended, and the “Build America, Buy America Act” requirements as contained in the federal Infrastructure Investment and Jobs Act, Pub. L. No. 117-58. [Loan Rules Section 662.620(b)].
2. 9 Sealed Bids are required.
3. 9 Public bid opening will be held.
4. 10 Method of bid evaluation. In accordance with Section 662.620(c)(3).
5. 10 Criteria for evaluating bidders in accordance with Section 662.620(c)(5).
6. 9 Bidders can modify/withdraw bids prior to opening.
7. 10 Award shall be made to the low, responsive, responsible bidder in accordance with Section 662.620(e)(3)(4).
8. 9 Non-collusion and certification statement in accordance with Section 662.620(c)(6). Language is attached. See attached page 9, I and II.
9. 9 Minimum 5% bid bond in accordance with Section 662.620(e)(2)(f).
10. 9 100% performance/payment bonds in accordance with Section 662.420(b)(1).
11. 36-45 Equal Opportunity Clauses and Information per federal Executive Order 11246.
12. 58 Disadvantaged Business Enterprise (DBE) provisions per 40 CFR Part 33.
13. 58 DBE specifications and forms. A DBE guidance package is available on the IEPA website.
14. 47 The Non-Discrimination Clause is contained within the contract 662.620 (f)(9). See Item 7, page 22 of the attached document.
15. 12 Davis-Bacon Wage Act language, wages and clauses are included in the bidding documents and specifications. Contractor(s) shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Wage Act.
16. 50 Change orders: method for handling is in accordance with Section 662.420(b)(2).
17. 50 Audit; access to records provision in accordance with Section 662.620(f)(1)(A-G).
18. 52 Covenant against contingent fee provision in accordance with Section 662.620(f)(2).
19. 48 “Certification Regarding Debarment, Suspension and other Responsibility Matters USEPA Form 5700-49” or equivalent contract language in accordance with Section 662.620(f)(5).
20. 53 Contracts for Subcontractors will be in accordance with Section 662.620(g).
21. 53 Contractor Bankruptcy clause in accordance with Section 662.620(h).
22. 53 Remedies per Section 662.640(c).
23. 53 Access to work site allowed per Section 662.620(i).
24. 11 Substantial Completion (project is operational) specified: 120 calendar days
25. 23 Final Completion (if applicable) specified: 180 calendar days
26. 54 Certification regarding Compliance with Criminal Code of 2012. [Section 662.620(c)(6)(A)(iii)].

27. 30 Notice of Intent to Award form [Section 662.620(e)(2)(E)].
28. 31 Notice of Award Form.
29. 32 Notice to Proceed Form.
30. 33 Change Order Form.
31. 46 Certification of Nonsegregated Facilities Form [Section 662.620(f)(6)].
32. 47 Nondiscrimination in Employment Notice per federal Executive Order 11246.
33. 48 Certification Regarding Debarment, Suspension & other Responsibility Matters [Section 662.620(f)(5)].
34. 78 Experience Clause requirements, if utilized, are justified in submittal dated \_\_\_\_\_.  
Section 662.620(c)(5).
35. 63 Certification that all iron, steel, manufactured products, & construction materials used in the project are produced in the United States per the federal Build America, Buy America Act [Pub. L. No. 117-58, §§ 70901-52].
36. 67 IL Works Jobs Program Act (Apprenticeship Initiative) Information [30 ILCS 559/20/20-1]
37. N/A Pre-negotiated prices if utilized. The loan rules require formal advertising and competitive bidding of construction contracts. Items must be procured in accordance with Section 662.620.

### Section II – Approved Scope of Work

The PWSLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

**YES** **NO** Plans and specifications have been prepared consistent with the Project Plan approved by (Circle One) the Agency in a letter dated 3-31-2023. If any changes have been made to the scope of the project after planning approval, please identify below (include attachments with a detailed narrative of any changes if necessary): \_\_\_\_\_

### Section III – Loan Eligibility

In general, extended warranties, spare parts, and allowances are not eligible to receive loan funding. If this project includes any Warranties, Spare Parts, Allowances or other possible ineligible items, provide an explanation and the page number in the bidding documents where the ineligible item is located.

1. **Warranties:** The Loan Program can only fund the normal industry standard warranty. Any extended, special, or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.  
**Does this project include the purchase of any extended warranties? YES or NO (Circle One)**  
If YES, provide the page number and an explanation.
2. **Spare Parts:** Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.  
**Does this project include the purchase of any spare parts? YES or NO (Circle One)**  
If YES, provide the page number and an explanation.
3. **Allowances** (a fixed price to perform a specific scope of work) may be eligible at the time of the loan award provided justification for the allowance(s) is provided to the Agency along with a description of the scope of work and the basis for the establishment of the allowance amount. **Allowances are not allowed for equipment purchases which must be competitively bid.**  
**Does this project include any allowances? YES or NO (Circle One)**  
If YES, provide the page number for each allowance along with an explanation.

4. **Site Restoration:** The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.

**Does this project include any restoration costs above and beyond pre-construction conditions?**

**YES or NO (Circle One)**

If YES, provide the page number and an explanation.

5. **Does the project include other items that may be ineligible?** Examples include costs outside the project scope, costs considered normal operating expenses, and pre-negotiated prices (see item 38).

**YES or NO (Circle One)**

If YES, provide the page number and an explanation.

<p><b>METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN PWSLP PROJECTS</b></p> <ol style="list-style-type: none"> <li>1. Delete ineligible items from the project.</li> <li>2. Provide a separate line item in the bid for ineligible items.</li> <li>3. Proration of bid for the percentage of ineligible cost(s).</li> <li>4. Agreement on costs between the Agency and borrower prior to bidding.</li> </ol>
---

**Section IV - Environmental Conditions**

**YES or NO (Circle One)**

If YES, provide the page number(s).

If environmental review of this project resulted in recommendations or conditions to utilize mitigative measures or precautions during construction to protect historical or cultural resources; threatened or endangered species; wetlands; streams; floodplains; waterways; or other natural areas, provide the page number where this information is found. Recommendations are issued by the IL Dept. of Natural Resources, Army Corps of Engineers, US Fish & Wildlife Service, or other state, federal or local Agencies.

**Section V - Labor Agreements**

**YES or NO (Circle One)**

Are contractors bidding this project required to be or become party to a Project Labor Agreement or Multi-Project Labor Agreement? If YES, provide a page number where the agreement is located or attach a copy of the document. Agreements may not significantly restrict competition.

**Section VI - Certification of Plans and Specifications**

I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled:

LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III

have been prepared in accordance with the requirements of Ill. Adm. Code 662, Procedures for Issuing Loans from the Public Water Supply Loan Program for obtaining loan funds.

Consulting Engineer: Jon Duddles Phone Number: 847-823-0500

Signature  Date 10-27-25

Loan Applicant's Authorized Representative: Rachell Entler

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

Rev. May 2003  
Rev. April 2006  
Rev. April 2007  
Rev. April 2009  
Rev. June 2010  
Rev. February 2013  
Rev. February 2014  
Rev. December 2014  
Rev. February 2016  
Rev. May 2016  
Rev. March 2017  
Rev. December 2017  
Rev. September 2018 (AIS)  
Rev. November 2019  
Rev. November 2020 (IL Workers Act)  
Rev. March 17, 2021 (Apprenticeship)  
Rev. April 22, 2022 (Removes IL Workers Act Alert)  
Rev. July 2022 (BABA)  
Rev. September 2022 (Apprenticeship Quarterly Report)  
Rev. April 2023 (Revised Apprenticeship Quarterly Report)  
Rev. July 2024 (Apprenticeship Compliance)  
Rev. September 2024 (Updated Apprenticeship Quarterly Report)  
Rev. January 2025 (Reverted to 2023 version of the Apprenticeship Quarterly Report)

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ADVERTISEMENT FOR BIDS

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

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work): The project scope is the full replacement of lead service lines from the water main through to the interior of the building or from the existing B-Box, including connection to the water meter as identified. Work includes complete connection of the new service line, disconnection of the old lead service line and associated site restoration.

will be received by: Sal Stella, Director of Public Works

at the office of: Forest Park Village Hall, 517 Des Plaines Avenue. Forest Park, IL 60130

until: 10:00 AM, (Standard Time-Daylight Savings Time) January 7, 2026, and then at said office publicly opened and read aloud.

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

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

The CONTRACT DOCUMENTS may be examined at the following locations: https://www.questcdn.com/ Quest Number: 9921799

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of: located at: https://www.questcdn.com/ upon payment of \$ 50.00 for each set.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded his or her payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded the amount of \$0.00.

November 11, 2025
DATE

[Signature]
SIGNATURE

## INFORMATION FOR BIDDERS

BIDS will be received by Village of Forest Park

(herein called the "OWNER"), at 517 Des Plaines Avenue, Forest Park, IL 605

until 10:00 AM, (Standard Time-Daylight Savings Time) January 7, 2026, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Sal Stella, Director of Public Works at Village Hall, 517 Des Plaines Avenue, Forest Park, IL 60130. Each sealed envelope containing a BID must be plainly marked on the outside as BID for LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Village Hall, 517 Des Plaines Avenue, Forest Park, IL 60130.

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

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

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

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

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

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

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

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

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

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

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

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

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

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

A conditional or qualified BID will not be accepted.

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

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

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

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

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

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

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

The ENGINEER is Christopher B. Burke Engineering, Ltd. His/her address is 9575 W. Higgins Rosemont, IL 60018

**BID FORM OR PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\* to the Village of Forest Park (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 1425 for each consecutive calendar day thereafter.

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

\* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

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

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

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

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://beta.sam.gov/>
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

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

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

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any

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

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

(4) *Apprentices and trainees*

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to

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

**(10) Certification of eligibility.**

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

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

**Contract Work Hours and Safety Standards Act**

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

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

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

**Davis-Bacon Wage Rates and Cook County Prevailing Wages- See Page 104**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**BID SCHEDULE**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

Village of Forest Park						
LSLR Project Stage 3						
SCHEDULE OF PRICES- BASE BID						
ITEM #	CODE	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	20101100	TREE TRUNK PROTECTION	EACH	100		
2	20101200	TREE ROOT PRUNING	EACH	100		
3	N/A	EXPLORATION TRENCH	FOOT	200		
4	N/A	VIDEOTAPING (INTERIOR AND EXTERIOR)	L SUM	1		
5	N/A	WATER SERVICE ASBESTOS ABATEMENT	EACH	40		
6	N/A	PRIVATE WATER SERVICE LINE, COPPER TYPE K	EACH	215		
7	N/A	PRIVATE WATER SERVICE FOUNDATION CONNECTION	EACH	215		
8	N/A	PRIVATE WATER SERVICE METER CONNECTION	EACH	215		
9	N/A	SITE RESTORATION PER LOCATION	EACH	215		
10	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
11	N/A	FURNISHING 6-MONTH WATER FILTER	EACH	215		
					<b>Total Base Bid</b>	
SCHEDULE OF PRICES- Alternate Bid						
ITEM #	CODE	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	20101100	TREE TRUNK PROTECTION	EACH	50		
2	20101200	TREE ROOT PRUNING	EACH	50		
3	N/A	EXPLORATION TRENCH	FOOT	100		
4	N/A	VIDEOTAPING (INTERIOR AND EXTERIOR)	L SUM	1		
5	N/A	WATER SERVICE ASBESTOS ABATEMENT	EACH	10		
6	N/A	PRIVATE WATER SERVICE LINE, COPPER TYPE K	EACH	110		
7	N/A	PRIVATE WATER SERVICE FOUNDATION CONNECTION	EACH	110		
8	N/A	PRIVATE WATER SERVICE METER CONNECTION	EACH	110		
9	N/A	SITE RESTORATION PER LOCATION	EACH	110		
10	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
11	N/A	FURNISHING 6-MONTH WATER FILTER	EACH	110		
					<b>Total Alternate Bid</b>	

TOTAL OF BASE BID.....\$ \_\_\_\_\_  
 TOTAL OF BASE BID + ALTERNATE BID .....\$ \_\_\_\_\_  
 LUMP SUM PRICE (if applicable) .....\$ \_\_\_\_\_

Bidder is currently certified as an MBE or WBE under EPA’s DBE Program? Yes \_\_\_ No \_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature Address  
 \_\_\_\_\_  
Title Date  
 \_\_\_\_\_  
Telephone # E-mail Address

(SEAL - if BID is by a corporation)

Attest \_\_\_\_\_

**MAJOR ITEMS OF EQUIPMENT**

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

<b>No.</b>	<b>Description</b>	<b>Manufacturer or Supplier</b>
1.N/A	N/A	N/A
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

**BID BOND**

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID, attached hereto and  
hereby made a part hereof to enter into a contract in writing, for the  
LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III

NOW, THEREFORE,

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

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

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

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

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

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

**AGREEMENT**

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

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

1. The CONTRACTOR will commence and complete the construction of the full replacement of lead service lines from the water main through to the interior of the building or from the existing B-Box, including connection to the water meter as identified. Work includes complete connection of the new service line, disconnection of the old lead service line and associated site restoration.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 180 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) Payment BOND
- (G) Performance BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) DRAWINGS prepared by \_\_\_\_\_  
numbered \_\_\_\_\_ through \_\_\_\_\_ and dated \_\_\_\_\_, 20 \_\_\_\_\_.
- (L) SPECIFICATIONS prepared or issued by Christopher B. Burke Engineering, Ltd.

9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018

dated November 11, 2025.

(M) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

OWNER:

Village of Forest Park

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Please Type)

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
By \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(Please Type)

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Address of Corporation)

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
Village of Forest Park

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
517 Des Plaines Avenue, Forest Park, IL 60130

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

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

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

the full replacement of lead service lines from the water main through to the interior of the building or from the existing B-Box, including connection to the water meter as identified. Work includes complete connection of the new service line, disconnection of the old lead service line and associated site restoration.

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

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

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

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

ATTEST:

\_\_\_\_\_

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

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**PAYMENT BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

Village of Forest Park

\_\_\_\_\_  
(Name of Owner)

517 Des Plaines Avenue. Forest Park, IL 60130

\_\_\_\_\_  
(Address of Owner)

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

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

the full replacement of lead service lines from the water main through to the interior of the building or from  
the existing B-Box, including connection to the water meter as identified. Work includes complete  
connection of the new service line, disconnection of the old lead service line and associated site restoration.

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

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

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

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

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

(SEAL)

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

**NOTICE OF INTENT TO AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: the full replacement of lead service lines from the water main through to the interior of the building or from the existing B-Box, including connection to the water meter as identified. Work includes complete connection of the new service line, disconnection of the old lead service line and associated site restoration.

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

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

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

Dated this day of \_\_\_\_\_

\_\_\_\_\_  
OWNER

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

Title: \_\_\_\_\_

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: the full replacement of lead service lines from the water main through to the interior of the building or from the existing B-Box, including connection to the water meter as identified. Work includes complete connection of the new service line, disconnection of the old lead service line and associated site restoration.

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by \_\_\_\_\_,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, on or before \_\_\_\_\_, 20 \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter.

The date of completion of all WORK is therefore \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_,

this the \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_



**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

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

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	24.0%	6.9%

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

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

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

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

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

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS  
GOALS FOR MINORITY PARTICIPATION**

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

FEMALE PARTICIPATION= 6.9% STATEWIDE

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

#### **60-4.1 Scope and Application.**

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

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

#### **60-4.2 Solicitations.**

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

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

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

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

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

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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

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

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

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

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

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

### **60-4.3 Equal Opportunity Clauses.**

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

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

**1.** As used in these specifications:

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

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

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

**d.** "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not

later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

**8.** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-

minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

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

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

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

#### **60-4.4 Affirmative Action Requirements.**

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

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

#### **60-4.5 Hometown Plans**

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

41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

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

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

#### **60-4.6 Goals and Timetables.**

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

#### **60-4.7 Effect on Other Regulations.**

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b),

(c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

#### **60-4.8 Show Cause Notice.**

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

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

#### **60-4.9 Incorporation by Operation of the Order.**

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

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

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

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated based on race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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 Signature

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 Date

---

 Name and Title of Signer

---

 (Please type)

---

 Firm Name

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

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**

To: \_\_\_\_\_  
(Name of union or organization of workers)

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_

(Date)

EPA Project Control #: \_\_\_\_\_  
\_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

\_\_\_\_\_  
(Typed Name & Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

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

## **Instructions**

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

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

### **Where to Submit**

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

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

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

### **How to Obtain Forms:**

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

### **Additional copies/assistance may be requested from:**

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

**CONSTRUCTION CONTRACTS OF LOAN RECIPIENT AND OTHER SECTIONS  
FROM "PROCEDURES FOR ISSUING LOANS FROM THE PUBLIC WATER  
SUPPLY LOAN PROGRAM"**

**Section 662.420(b)(2) Change Orders**

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

**Section 662.620(f) Required Construction Contract Provisions**

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
  - A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with generally accepted accounting principles. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 662.420(b)(2) and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
  - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated

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

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

2) Covenant against contingent fees.

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

3) Wage provisions.

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

4) Disadvantaged business enterprise requirements.

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

5) Debarment and suspension provisions.

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

6) Nonsegregated facilities provisions

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

7) American Iron and Steel

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

8) A clause that provides:

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

### **Section 662.620(g) Subcontracts Under Construction Contracts**

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

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

### **Section 662.620(h) Contractor Bankruptcy**

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

### **Section 662.620(i) Access**

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

### **Section 662.640(c) Remedies**

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

**BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E-11 TO THE  
"CRIMINAL CODE OF 2012"**

I \_\_\_\_\_, do hereby certify that:

I am \_\_\_\_\_ of the \_\_\_\_\_  
Name Position Firm  
and have authority to execute this certification on behalf of the firm

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

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared (Name)

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

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_

Notary Seal

## Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) Village of Forest Park

### I. Disadvantaged Business Enterprise Policy

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

### II. Pre-Contract Award Obligations

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

### III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) Village of Forest Park's disadvantaged business policy, ALL bidders shall provide the following with its bid:

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

**OR**

- 2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The**

**advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

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

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

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

#### IV. Sanctions

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

V. Post-Contract Award Compliance

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

**SUGGESTED DISADVANTAGED BUSINESS (DBE) ADVERTISEMENT FOR  
CONSTRUCTION CONTRACTORS**

Notice to Disadvantaged Businesses

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is  
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the \_\_\_\_\_  
Village of Forest Park  
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

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

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

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

## Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

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

### OR

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

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

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

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

## IEPA Disadvantaged Business Enterprise (DBE) Program Form #1 Contractor Certification Form

**(To be completed by all Prime Contractors)**

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

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

- This firm did not receive any inquiries from DBEs.

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

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

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

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

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

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

<b>Prime Contractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>
<b>Subcontractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>

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

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

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

**BIDDER CERTIFICATION REGARDING THE USE OF  
IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS  
PRODUCED IN THE UNITED STATES  
(BUILD AMERICA, BUY AMERICA ACT)**

I \_\_\_\_\_, do hereby certify that:

Name

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

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

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

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

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

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

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

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

### **Requirements Specific to Iron and Steel**

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

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

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

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

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

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

USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were USA made”.

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

### Sample Certification Letter

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

<b>Company Letterhead</b>
Date
Company Name Company Address City, State, Zip
Subject: Build America, Buy America Act Step Certification for Project (Identify Project Here xxx)
I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project are in full compliance with the federal Build America, Buy America Act requirements as required in EPA’s State Revolving Fund Programs.
Item, Products, and/or Materials: 1. XXX 2. XXX 3. XXX
Such process took place at the following location (City and State must be included):
If any of the above compliance statements change while providing material for this project, we will immediately notify the prime contractor and the engineer.
Signed by Company Representative
Name Clearly Typed

**Illinois Works Jobs Program Act – Apprenticeship Initiative**  
**Information for Contractors**

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

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

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

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

**Applicability**

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

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

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

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

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

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

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

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

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

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

**For general apprenticeship questions,** please contact the Illinois Works Office at:  
[CEO.ILWorks@Illinois.gov](mailto:CEO.ILWorks@Illinois.gov).

## Illinois Works Apprenticeship Initiative Quarterly Periodic Loan Applicant/Grantee Report

Organization Name  FEIN Number  UEIN Number

Loan/Grant Awarding Agency  Construction Start Date  Construction End Date

Loan/Grant Number  Estimated Total Project Costs  Estimated Total State Contribution

Reporting Period: Period Start Date  Period End Date

**Applicable Apprenticeship Goal (Select all that apply):**

10% total project cost  10% total state contribution only

Waiver Approved by IL DCEO    IL DCEO Waiver Approval Date

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

Reduction Approved by IL DCEO    IL DCEO Reduction Approval Date

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

Prevailing Wage Classification	Reduced Percentage	Prevailing Wage Classification	Reduced Percentage







## Organization Certification and State Agency Acknowledgement

### 1. Organization Certification:

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

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

### 2. State Agency Acknowledgement:

State Agency

Printed Name

Title

Signature:

Date/Time Field

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# NOTICE TO BIDDERS FOR VILLAGE OF FOREST PARK

## LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III

The Village of Forest Park is now accepting sealed bid proposals for the Lead Service Line Replacement Project Stage III.

### LOCATION OF WORK

This improvement is located at various locations, in the Village of Forest Park, Cook County, Illinois.

### DESCRIPTION OF WORK

The project scope is the full replacement of lead service lines from the water main through to the interior of the building or from the existing B-Box, including connection to the water meter as identified. Work includes complete connection of the new service line, disconnection of the old lead service line and associated site restoration.

### AVAILABILITY OF CONTRACT DOCUMENTS

Bidding Documents must be obtained through QuestCDN via the CBBEL website at [www.cbbel.com/bidding-info](http://www.cbbel.com/bidding-info) or at [www.questcdn.com](http://www.questcdn.com) under Login using **QuestCDN 9921799** for a \$50 nonrefundable fee. A QuestCDN login will be required for each plan holder. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration and downloading digital product information.

**Contractors must purchase bid documents and be shown on the Bidder's Plan holder List to bid. Bids received from contractors who are not in the Bidder's Plan holder List may be rejected.**

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### GENERAL PROVISIONS

#### **Definitions**

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

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

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

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

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

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

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

### **Preparation of Bid**

The BIDDER shall prepare a proposal on the attached proposal forms furnished by the VILLAGE. All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

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

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

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

### **Conditions**

BIDDERS are responsible for becoming familiar with all conditions, instructions, and contract documents governing this bid and shall inspect the site and conditions pertinent to the work involved. Submission of a bid will be considered specific evidence of having performed the above. Failure to make such an inspection shall not excuse the CONTRACTOR from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

### **Prevailing Wages**

The VILLAGE requires all construction CONTRACTORS bidding on VILLAGE projects to be governed by the Illinois Prevailing Wage Act as defined in Section 2 of the Prevailing Wage Act (820 ILCS 130/0.01 et seq). Prevailing wage rate updates can be obtained online at <https://www2.illinois.gov/idol/Pages/default.aspx>, or by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604.

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

**Affirmative Action Goals**

See IEPA DBE Section

**Contract Time**

The CONTRACTOR shall complete all work in substantial form within 120 days of the Notice to Proceed. The CONTRACTOR shall complete all work including punch list items within 180 working days of the Notice to Proceed.

Below is a schedule for both the base bid and the Alternate:

Bid	Schedule
Base	120 days from NTP (Anticipated June 2, 2026)
Alternate #1	60 days from NTP (Anticipated August 1, 2026)

**Bid Security**

When required on the cover sheet, all bids shall be accompanied by a bid security in the amount specified. Bid securities shall be in the form of a bid bond, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the VILLAGE. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible BIDDERS on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid security of the successful BIDDER will be returned after acceptance by the VILLAGE of satisfactory performance bond. The remaining bid securities of each BIDDER will be returned within fourteen (14) days after the Village Board has awarded the contract.

**Competency Of Bidder**

The BIDDER, if requested in writing, must present within three (3) working days, evidence satisfactory to the VILLAGE of ability and possession of necessary facilities, prior experience, financial resources, and adequate insurance to comply with the terms of these contract documents.

**Performance and Payment Bonds**

The successful BIDDER must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred (100) percent of the contract sum. Said Bonds shall be in a form acceptable to the VILLAGE, shall be deposited with the VILLAGE at the time of execution

of the contract, and shall provide that such Bond shall not terminate until one (1) year after final acceptance of the Work by the VILLAGE to cover the one (1) year guaranty and maintenance period. All Bonds shall name the VILLAGE as the "Bonded Owner". Execution of any contract by the VILLAGE is contingent upon the provision of the required Bonds by the successful BIDDER. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

### **Subletting of Contract**

The CONTRACTOR may sublet portions of the work, however each subcontract must be approved by the VILLAGE in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from its obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty one (51) percent of the dollar value of the contract by direct employees of the CONTRACTOR.

### **Direction of Work**

The CONTRACTOR shall commence the work at such points as the ENGINEER may direct. The CONTRACTOR shall conform to any and all directions as to the order, manner, or time in which the different parts of the work shall be done. All verbal or written instructions from the ENGINEER in explanation of the contract documents made during the progress of the work must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive. When more than one kind of material is mentioned in these specifications the ENGINEER shall approve the material to be used.

### **Interpretation of Contract Documents**

The ENGINEER shall in all cases determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The ENGINEER shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

### **Site Investigation and Conditions Affecting the Work**

The BIDDER acknowledges that, prior to submission of its bid, it has taken steps necessary to ascertain the nature and location of the Work, and that it has investigated, confirmed, verified as correct and satisfied itself as to the general and local conditions which can affect the Work or its costs, including but not limited to (1) location and load capacity of existing roadways, utilities, corresponding pavement, shoulders, curb and gutter, sanitary sewer, storm sewers, and water main, bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground and existing detention ponds; (5) the character of equipment and facilities needed prior to and during work performance; (6) subsurface conditions at the site of Work; (7) the quantities and qualities of all materials, equipment, and labor set forth in the Bid Proposal, plans and drawings and specifications that are necessary to

complete all of the Work as required under the Contract Documents; and (8) the location, condition, compatibility, configuration of all existing utilities and infrastructure. The BIDDER also acknowledges that it has verified as correct, confirmed and satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings, plans and specifications made a part of the bidding documents. Any failure of the BIDDER to take the actions described and acknowledged in this paragraph will not relieve the BIDDER from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the VILLAGE.

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

### **Progress of the Work**

If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the ENGINEER relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the ENGINEER shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the ENGINEER shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the ENGINEER insure the satisfactory completion of the work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the VILLAGE, the ENGINEER may put on the necessary force, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

### **Responsibility for Conduct of Work**

The CONTRACTOR shall be responsible for conducting the work in such a manner as to complete it accurately and within the time specified in the contract. The CONTRACTOR must have present, always, on the worksite a competent, English-speaking individual responsible for reading and understanding the contract documents. The representative shall be subject to receive instructions from the ENGINEER, have full authority to execute the directions of the ENGINEER, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the ENGINEER, in anything relating to the work, or shall appear to be incompetent, disorderly or unfaithful, he/she shall, upon request of the ENGINEER, be at once discharged and shall not be employed again on any part of the work without consent of the ENGINEER.

### **Guaranty and Quality of the Work**

The Work shall be done in a thorough and workman-like manner and to the satisfaction of the ENGINEER. The CONTRACTOR warrants and guarantees to the VILLAGE and ENGINEER that it shall provide only materials and tools of the best quality and free from faults and defects for the

Work. No secondhand material can be used in any case. In the event anything is brought to the worksite that is improper to be used on the Work or that does not conform to the requirements of the Contract Documents, the same shall be considered defective and removed at the direction of the ENGINEER.

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

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

### **Inspections**

The VILLAGE shall have the right to inspect any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. Any items rejected shall be removed from the project site and/or replaced at the entire expense of the CONTRACTOR. The CONTRACTOR will make every effort and means available to facilitate the ENGINEER'S inspection of the work. Any work or material which the ENGINEER may determine to be defective must be rebuilt, replaced, or removed at the CONTRACTOR'S own expense at the direction of the ENGINEER. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the work.

### **Extra Work**

Any work not herein specified which may be implied as being included in this contract, of which the ENGINEER shall be the judge, shall be done by the CONTRACTOR without extra charge. The CONTRACTOR shall also do such work in connection with this contract as the ENGINEER may specifically direct and if it be of a kind for which no price is given or stated in this contract, such price

shall be fixed by the ENGINEER and the CONTRACTOR, but no claim for extra work shall be allowed unless the same was done in pursuance of a written special order from the ENGINEER. It is understood that the completion of this contract under this agreement includes any and all work that may be necessary to connect and match work with adjoining work in a reasonable manner.

### **Extension of Time**

The CONTRACTOR shall not be entitled to any claim for damages for any hindrance or delay from any cause whatever in the progress of the work or any part thereof. However, such hindrance may entitle the CONTRACTOR to an extension of time for completing the contract, sufficient to compensate for the detention; the same to be determined by the ENGINEER, provided that the CONTRACTOR provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred.

### **Loss or Damage**

Any loss or damage arising out of the nature of the work or from any detention or from any other unforeseen obstruction or difficulty which may be encountered in the prosecution of the work or from the action of the elements shall be sustained by the CONTRACTOR who will be required, without cost to the VILLAGE, to remove and replace all portions of the work, displaced or damaged, immediately after completion of this task. Any existing sewer damaged by the CONTRACTOR during construction shall be replaced immediately by the CONTRACTOR at no cost to the VILLAGE.

### **Protection and Restoration of Property**

The CONTRACTOR shall provide protection to prevent damage to all pavement, roadways, landscaping, utilities, structures, buildings, materials, automobiles, equipment, and all other infrastructure and improvements located on, adjacent to or in the subsurface of the job site (collectively, "Protected Property"). The CONTRACTOR shall repair any damage caused by the CONTRACTOR, SUBCONTRACTOR, or any other person or entity performing work under the Contract Documents, to the Protected Property and restore the same to its original condition upon receipt of notification of such from the ENGINEER or VILLAGE. The CONTRACTOR shall also have the duty to immediately notify the ENGINEER upon the discovery of any such damage. If the CONTRACTOR does not correct such damage within said 30 days or as specified by written notice from ENGINEER, VILLAGE may have the damage corrected. All direct and indirect costs of such correction or replacement, including compensation for additional professional services (i.e., third party contractors, engineers, attorneys, etc.), shall be paid by the CONTRACTOR, and an appropriate deduction shall be made from payments due CONTRACTOR for Work completed. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the Work. All Work must pass inspection by the ENGINEER.

### **Prices**

The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

### **Payments to Contractor**

The CONTRACTOR shall submit a partial payment estimate not more than once each month. The estimate will cover the work performed from the previous estimate until issuance of the current partial payment estimate. The partial payment estimate must be supported by such data as may be required by the ENGINEER. Upon approval by the Board of Trustees and approval of partial waiver(s) of lien, the VILLAGE agrees to make payment. The VILLAGE shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the contract. The retainage may be reduced at the discretion of the ENGINEER.

### **Final Payment**

Upon completion of the work and approval by the ENGINEER, a final payment estimate will be prepared by the CONTRACTOR. Upon approval by the Board of Trustees and approval of all final waiver(s) of lien by the VILLAGE, the VILLAGE will, within thirty (30) calendar days, pay the CONTRACTOR the final payment on the basis of the approved final payment estimate. The acceptance by the CONTRACTOR of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the VILLAGE from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the VILLAGE relating to or connected with the contract. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the contract or the performance bond and payment bonds.

### **Termination of Contract**

The VILLAGE reserves the right to terminate the whole or any part of this contract, without cause, upon ten (10) calendar days written notice to the CONTRACTOR. If this contract is terminated without cause, CONTRACTORS shall only be paid for the portions of work already performed, less any payments already made. The VILLAGE further reserves the right to terminate the whole or any part of this contract, in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the VILLAGE will invoke the Performance Bond in such manner as the VILLAGE ENGINEER may deem appropriate. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the VILLAGE ENGINEER that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

### **Rights of Lien**

Under this contract the CONTRACTOR will not have the right to place a lien against the property which is publicly owned.

### **Insurance**

- (A) During the term of the contract, the CONTRACTOR shall provide the following types of insurance in not less than the specified amounts:
1. Comprehensive General Liability - \$1,000,000.00 per occurrence and shall include coverage for products and completed operations liability, independent

CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.00 or a project/contract specific aggregate of \$1,000,000.00.

2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
4. Owners and CONTRACTORS Protective Liability \$1,000,000.00. Combined be no less than \$2,000,000.00 on a project aggregate.
5. Umbrella Coverage - \$5,000,000.00.

- (B) The CONTRACTOR shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insured on all required insurance policies other than worker's compensation.
- (C) The CONTRACTOR shall require SUBCONTRACTORS, if any, not protected under the CONTRACTOR'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the CONTRACTOR.
- (D) All insurance required herein of the CONTRACTOR and any SUBCONTRACTORS shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The CONTRACTORS shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR from its obligation to indemnify in excess of the coverage according to the contract.

### **Indemnification**

Except to the extent claims, losses or damages are the result of the negligent acts or omissions or willful misconduct of the VILLAGE, the CONTRACTOR shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including but not limited to attorneys' fees and expert witness fees), claims, fines, penalties, damages or liabilities of any character, resulting from: (a) CONTRACTOR'S failure to comply fully with any federal, state or local law, statute, regulation, rule, ordinance, order of governmental

directive, including, but not limited to, those which directly or indirectly regulate or relate to the generation, receipt, handling, treatment, storage, transportation, disposal or recycling of any hazardous substance or waste; (b) bodily injury, including death at any time resulting therefrom, and injury to property, which are attributable to, or arise out of, any negligent act or omission or willful misconduct of CONTRACTOR, its employees, agents, officers, directors, and SUBCONTRACTORS; and (c) the failure of CONTRACTOR to comply with the terms, conditions, representations and warranties contained in this contract. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The rights and obligations set forth in this section shall survive the expiration, conclusion, or termination of this contract.

### **Compliance with Laws**

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and VILLAGE governments, which may in any manner affect the preparation of bids or the performance of the contract.

- a. Collusion. The BIDDER certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the BIDDER has not colluded conspired, connived or agreed, directly or indirectly, with any other BIDDER, VILLAGE employee or any person, to fix the bid price submitted by the BIDDER or any other BIDDER, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the BIDDER. He also certifies that the BIDDER, its agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.
- b. Illinois Labor and Prevailing Wage. The BIDDER agrees to comply with provisions of "Preference to Citizens (Illinois) on Public Works Projects Act (Ill. Revised Statutes, Chapter 48, Sec. 269 to 275, and the Wages of employees on Public works (Prevailing Wage Act, Ill. Revised Statutes, Chapter 48, Sec. 39s-1 et. seq.). The requirements of these two provision mandate that preference to Illinois laborers must be granted on any work done on the construction or building of any public works project and that the prevailing rate of wages in the locality of each craft or type of workman or mechanic needed on the project, will be paid. The prevailing rates may be obtained by writing the Conciliation and Mediation Division, Illinois Department of labor, 100 N. First St., Springfield, IL 62706.
- c. Sexual Harassment policy. The BIDDER certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.
- d. Tax payments. The BIDDER certifies that the BIDDER is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
- e. Fair employment practices. The BIDDER assures the VILLAGE that he is an "Equal Opportunity Employer" as defined by federal and state laws and regulations. He agrees to comply with the Illinois Employment Practice Commission Equal Opportunity clause as required

by Article II of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement. The clause is reprinted below:

### **Illinois Equal Opportunity Clause**

In the event of the CONTRACTOR'S noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, the CONTRACTOR may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the CONTRACTOR agrees as follows:

- (a) *That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.*
- (b) *That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.*
- (c) *That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex national origin or ancestry.*
- (d) *That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONTRACTOR'S obligations under the Illinois Fair Employment Practices Act and Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the CONTRACTOR in its efforts to comply with such acts and rules and regulations, the CONTRACTOR will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.*
- (e) *That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be required by the Fair employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts.*
- (f) *That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Commission for the purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.*
- (g) *That it will include verbatim or by reference the provisions of subsections (a) through (g) of this clause in every performance subcontract as defined by Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such SUBCONTRACTOR; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract as defined in Section 2.10(a) of the*

*Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such SUBCONTRACTOR. In the same manner as with other provisions of this contract, the CONTRACTOR will be liable for compliance with applicable provisions of this clause by all its SUBCONTRACTORS; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any SUBCONTRACTOR fails or refuses to comply therewith. In addition, no CONTRACTOR will utilize any SUBCONTRACTOR declared by the Fair Employment Practices Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.*

### **Compliance With OSHA Standards**

The CONTRACTOR shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the VILLAGE must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

### **Compliance With Local, State, and Federal Safety/Health Standards**

The CONTRACTOR shall read and comply with all applicable local, state, and federal safety and health standards and regulations including, but not limited to: OSHA, IDOT, EPA, IDOL.

### **Permits and Licenses**

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

### **Taxes**

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE tax-exempt letter will be provided to the successful BIDDER when requested.

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### **Venue**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

## **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein; all of which apply to and govern the construction of:

**Village of Forest Park Lead Service Line Replacement Project Stage III** for the Village of Forest Park, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated as **Lead Service Line Replacement Project Stage III** and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

### **DEFINITION OF TERMS**

In addition to the definitions included in Section 101 of the STANDARD SPECIFICATIONS the following shall be added:

Engineer – shall be the firm of Christopher B. Burke Engineering, Ltd. as Engineer employed by the Owner.

Village – shall be the Village of Forest Park.

Owner – shall be the Village of Forest Park.

Municipality – shall be the Village of Forest Park.

Department – shall be the Village of Forest Park.

### **INSURANCE REQUIREMENTS**

The CONTRACTOR shall follow Section 107 of the STANDARD SPECIFICATIONS. The insurance shall also name the Village of Forest Park and Christopher B. Burke Engineering, Ltd. as additional insured.

### **MAINTENANCE OF EXISTING UTILITIES**

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

### **WATER**

The CONTRACTOR may not use the VILLAGE'S fire hydrants without obtaining a water meter from the Village Hall. A \$2,500 water meter deposit will be required. The CONTRACTOR shall reimburse

the VILLAGE for all water used on the project and will be charged in accordance with the current water usage rates.

### **WORKING HOURS**

All work within the defined limits the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturday, except in an emergency or when specific permission has been granted by the ENGINEER. No work is to be performed on Sunday or the holidays of New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving or Christmas Day. The CONTRACTOR shall notify the VILLAGE 24 hours in advance if work is to be performed on Saturdays.

### **EMERGENCY NUMBERS**

The CONTRACTOR shall provide the ENGINEER, prior to beginning construction, with the name and phone number of a contact person that will be available for quick response for after-hours emergencies. If that person does not respond within 4 hours of the call, then the VILLAGE shall hire or use other personnel to remedy the emergency and deduct all costs incurred from the payments due the CONTRACTOR.

### **PRIVATE WATER SERVICE LINE**

#### **ADD to Section 562:**

**Description:** This item shall include furnishing and installing all materials, labor and the necessary appurtenances to construct a new private water service pipe, disconnections of old service, connection of the new service and backfilling with the appropriate material. This item encompasses the work associated with installing the new service pipe at the correct location and depth, connecting to the private side of the curb stop and through the building foundation wall or floor, whichever causes the least disturbance and as approved by the Engineer in the field.

Where the water meter is located inside the house, the private service shall be replaced from the b-box to the existing shut-off valve or 18-inches inside of the house, whichever is closer. If there is no shut-off valve, the Contractor shall install a valve that meets the requirements of the current Illinois Plumbing Code.

Coring or saw cutting the foundation wall or floor slab and associated work shall be paid for under a separate pay item included in this contract.

Connection to the water meter and interior plumbing system shall be paid for under separate pay items included in this contract.

**Licensed Plumber Required.** A Plumber properly licensed by the Village or City must be present in person to supervise the work done on any water service.

#### **Materials:**

**Copper.** Copper water pipe shall be Type K tube, meeting the specifications for ASTM B-88. All water service fittings shall be copper flare type.

**HDPE.** High-Density Polyethylene Pipe: ASTM D2737, AWWA C901 and NSF Standards 14 and 61 and SDR 9. Pipe dimensions shall meet Copper Tubing Size (CTS) standards. High-Density Polyethylene shall conform to minimum requirements of cell classification 445574E per ASTM D3350. Resin shall have material designation code PE4710 by the Plastic Pipe Institute.

## Tubing Properties:

		3/4"	1"	1 1/4"	1 1/2"	2"
SDR 9	Outside Diameter, in (mm)	0.875 ±0.004 (22.2 ±0.10)	1.125 ±0.005 (28.6 ±0.13)	1.375 ±0.005 (34.9 ±0.13)	1.625 ±0.006 (41.3 ±0.15)	2.125 ±0.006 (54.0 ±0.51)
	Wall Thickness, in (mm)	0.097 +0.010 (2.5 +0.25)	0.125 +0.012 (3.2 +0.30)	0.153 +0.015 (3.9 +0.38)	0.181 +0.018 (4.6 +0.46)	0.236 +0.024 (6.0 +0.61)
	Pressure Rating @ 73°F, psi (kPa)	250 (1724)	250 (1724)	250 (1724)	250 (1724)	250 (1724)
	Weight, gm/ft (gm/m)	46 ±2 (151 ±7)	78 ±3 (256 ±10)	125 ±4 (410 ±13)	162 ±4 (531 ±13)	275 ±5 (902 ±16)

All water service fittings shall be brass compression connection type w/ stainless steel stiffeners that fit inside HDPE pipe.

Plastic Ribbon Tape: Brightly colored, continuously printed. Minimum 6 IN wide by 4 mil thick. Manufactured for direct burial service only (Open Cut Method only).

Tracer Wire. Trace wire shall be copper-clad steel wire composed of Steel core with a uniform and continuous copper cladding thoroughly bonded to the steel throughout. Wire must conform to ASTM B1010 and ASTM B227. The steel and copper interface must have a metallurgical bond achieved through a high heat and pressure bonding process. Insulation is comprised of a co-polymer high molecular weight natural high-density polyethylene (HDPE) designed specifically for high-speed copper wire insulation. It shall contain the required levels and types of primary antioxidant and metal deactivator additives to satisfy Wire and Cable industry requirements. Insulation must conform to ASTM D1248.

Wire shall be #12 AWG with a minimum break load of 1150 pounds. The appropriate color for the utility should be used.

All mainline tracer wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative. Direct bury wire connectors shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner to prevent any uninsulated wire exposure. Non locking friction fit, twist-on or taped connectors are prohibited.

All tracer wire must utilize an approved termination and direct access point for utility locate transmitters, specifically manufactured for this purpose. Tracer wire terminals shall be securely attached to hydrants, curb boxes or other appurtenances with a means approved by the engineer. All grade level/in-ground access boxes shall be appropriately identified with "sewer" or "water" cast into the cap and be color coded. A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

**Construction Requirements:** All work performed shall be in accordance with the ANSI/AWWA Standard C810-17, Replacement and Flushing of Lead Service Lines. Prior to commencing any work, the contractor shall make appropriate scheduling arrangements with the residents to gain

access to the building and give the Engineer a minimum of 48 hours advanced written notice of their intent to do so, noting the street addresses of the proposed work. No existing water service may be shut down without the consent of the Engineer.

New water services shall be constructed to a minimum depth of 5½ feet deep from the proposed finished plan grades to the top of the water service. The contractor shall provide sufficient pipe length so that the water service line shall be continuous from the curb stop to the interior of the building with no splices or fittings.

Copper splices and locations shall only be installed between the curb valve and the meter if approved by the ENGINEER.

The new water service shall be minimum 1" diameter or match the diameter of the public side service/existing service size.

New water service lines shall be constructed by the directional bore method. If the Contractor plans on using the pipe pulling or extraction method, they shall have a horizontal directional drill on site in the event the pipe pulling or extraction method is unsuccessful.

The water service line pipe shall be constructed in accordance with the Horizontal Earth Boring and Jacking Manual, National Utility Contractors Association, latest issue. The proposed elevations of the water service shown on the plans are of special importance due to the location of existing utilities and other facilities.

Directional bores that are done at an incorrect or insufficient depth shall be redone to the correct depth at the Contractor's expense. The Contractor is financially responsible for all damage to existing utilities of any kind caused by the auguring operation. After the work is complete, the Contractor shall televise the sewer lines to verify that crossing pipes are not damaged. Televising shall be considered incidental to this item.

Where approved by the Engineer, service lines may be open cut at no additional cost to the Village or City.

New water services constructed at less than the required minimum depth shall be removed and reconstructed to the correct depth at the Contractor's expense. The Contractor is financially responsible for all damage to existing utilities of any kind caused by open cut or directional drill operation.

Maintain separation of water main from sewer piping as indicated on Plans and in accordance with SSWSMC or as stated in the IDPH Illinois State Plumbing Code Variance dated March 23, 2022. The trench shall not be backfilled until the installation is approved by the Engineer.

Elevation transitions from the minimum depth requirement to the existing water service shall be made up in the area between the new curb stop and the existing water service. The new water service shall be connected to the existing service with fittings 1 foot from the right-of-way line and/or on the building side of the sidewalk. Excavation on private property shall be kept to a minimum unless directed by the Engineer.

The contractor is required to install temporary fencing to secure the site around all excavated areas, including auger pits, receiving pits, areas adjacent to the building foundation, as well as locations involving coring or open cut operations. At no time shall any open holes be left unattended.

Prior to beginning the work of connecting the new service inside the house, the water supply to the service line and the property owner shall be shut off to avoid release of particulate lead into the property owner's premises.

The contractor shall provide all labor, equipment and materials required to excavate and crimp existing water service to complete water service connections at locations approved by Engineer where both the curb stop and interior shut off are broken or where curb stop cannot be located. This work will be considered incidental.

After all connections have been completed, the Contractor shall flush the water from an outside connection (such as a hose bibb or hose leading from the building side of the meter) to remove any particles in the service line. Flush at full velocity for at least 30 minutes.

If the existing curb box cannot be reused, a new curb box will be provided and its cost included in this item.

The Contractor shall then advise the property owner to flush the interior premise plumbing in accordance with the instructions provided by the IEPA. This work shall be conducted in accordance with AWWA C810 17 Replacement and Flushing of Lead Service Lines.

The Contractor shall abandon the existing buried water service in place by cutting it a minimum of twelve inches (12") below the existing ground surface and restore the surface to the original condition.

Disconnection and abandonment of the existing water services, including disconnection and reconnection of existing sewer services, if required, shall be included in this pay item. No additional payments will be made.

Prior to backfilling any trenches, the Contractor shall arrange for inspection by the Engineer of the completed new water service installation including a leak check. The Engineer's inspection for leak check shall be at normal line operating pressured.

The contractor shall compact all backfill by mechanical means as approved by the Engineer.

The Contractor shall be responsible for removing any debris generated by the work and restoring the area around the water service as nearly as practicable to its original condition.

**Basis of Measurement:** This work shall be measured for payment in Each from the private side of the curb stop to the existing shut-off valve or 18-inches inside of the house.

**Basis of Payment:** This work will be paid for at the contract unit price per Each of Private Water Service Line:

PRIVATE WATER SERVICE LINE, COPPER TYPE K  
PRIVATE WATER SERVICE LINE, HDPE

The contract unit prices shall include materials, labor and the necessary appurtenances to install a new water service pipe and to make a complete and operating installation.

Coring or saw cutting the foundation wall or floor slab and associated work shall be paid for under a different pay item included with this contract

Connection to the water meter and interior plumbing system shall be paid for under a different pay item included in this contract.

### **PRIVATE WATER SERVICE FOUNDATION CONNECTION**

#### **ADD to Section 562:**

**Description.** This item shall include furnishing and installing all materials, labor and the necessary appurtenances to bring a water service pipe through to the interior of the building via coring or open cutting the foundation wall or floor slab as applicable and disconnecting the old service line and patching the foundation wall or floor slab. The Contractor shall completely seal the cored hole with hydraulic cement to prevent water infiltration.

Connection to the water meter and interior plumbing system shall be paid for under a separate pay item included in this contract.

**Licensed Plumber Required.** A Plumber properly licensed by the Village or City must be present in person to supervise the work done on any water service.

**Construction Requirements.** Prior to commencing any work, the contractor shall make appropriate scheduling arrangements with the residents to gain access to the building and give the Engineer a minimum of 48 hours advanced written notice of their intent to do so, noting the street addresses of the proposed work. No existing water service may be shut down without the consent of the Engineer.

The contractor has the option to either core drill a sufficient diameter hole through the existing foundation wall to allow for penetration by the water service pipe or enter the building through the basement floor/crawl space slab by coring or saw cutting the floor and hand excavating to the proposed water service.

The contractor shall be responsible for installing temporary fencing to secure the site from any excavated areas adjacent to the building foundation for coring or open cut operations.

The contractor shall exercise caution to prevent damaging the existing foundation. The Contractor shall be responsible for repairing any damage to the foundation caused by the coring or cutting operation. The Contractor shall be responsible for moving and restoring any items on the interior of the home that infringe upon the work.

The contractor shall provide sufficient pipe length so that the water service line shall be continuous from the curb stop to the interior of the building with no splices or fittings.

The contractor shall be responsible for removing any debris generated by the work on the interior and exterior of the building and restoring the area around the water service as nearly as practicable to its original condition.

After inserting the new service pipe, the interior and exterior of the cored hole shall be completely sealed with a non-shrink or epoxy grout to prevent water infiltration and installed as close as possible to the existing service. Any relocation of the existing service location for contractor convenience will be considered incidental and must be approved by the property owner prior to work starting.

The hydraulic cement shall be Quikrete Fast Set Non-Shrink Grout or approved equal. The Contractor shall exercise caution to prevent damaging the existing foundation and shall be

responsible for repairs caused by the construction. Non-shrink grout shall conform to ASTM C1107, Grade B and have a minimum compressive strength of 7000psi after 28 days. The grout shall be non-shrink, nonmetallic, non-corrosive and non-staining and will match the existing slab thickness and finish.

Once disconnected, the existing service line shall be cut flush with the inside of the foundation wall or slightly below the finished floor and plugged with non-shrink or epoxy grout.

The contractor shall verify that no foundation drain tiles and/or foundation waterproofing systems were damaged by the coring or cutting operations. If damaged, these systems will be repaired at the contractor's expense.

Prior to backfilling any trenches, the Contractor shall arrange for inspection by the Engineer of the completed new water service installation including a leak check. The Engineer's inspection for leak check shall be at normal line operating pressured.

The backfilling of trenches or holes in the foundation shall be with acceptable materials, as approved by the engineer.

**Method of Measurement.** This work will be measured for payment per Each for PRIVATE WATER SERVICE FOUNDATION CONNECTION.

**Basis of Payment.** This work will be paid for at the contract unit price per Each for PRIVATE WATER SERVICE FOUNDATION CONNECTION.

All costs associated with excavating adjacent to the building wall, dewatering or by-pass pumping, coring the wall, inserting the service pipe, disconnecting the old service pipe, patching the wall or floor, and backfilling the work area shall be considered incidental.

Connection to the water meter and interior plumbing system shall be paid for under a separate pay item included in this contract.

### **PRIVATE WATER SERVICE METER CONNECTION**

#### **ADD to Section 562:**

**Description.** This work consists of furnishing all labor, materials and equipment to connect the newly installed private water service to the existing water meter inside the home, and installation of new ball valve and reducers as necessary on the street side of meter as required by Illinois Plumbing Code. All modifications to the meter connection shall conform to Illinois Plumbing Code.

- Water meters shall not be replaced.

**Licensed Plumber and Electrician Required.** All private water meter connections are required to be completed by a licensed plumber and inspected by the Village or City prior to acceptance. All existing electrical grounding is required to be constructed by a Licensed Electrician to maintain proper grounding for the building after the lead water service has been removed. All grounding installations must comply with NEC Article 250 and shall be constructed by a licensed electrician.

**Construction Requirements.** The contractor has the option to either core drill a sufficient diameter hole through the existing foundation wall to allow for penetration by the water service pipe or enter the building through the basement floor/crawl space slab by saw cutting the floor and hand excavating to the proposed water service.

Upon completion of connection, the areas required to be disturbed during the work to make the connection to the meter inside the home shall be returned to pre-construction conditions. This item shall also include up to ten (10) lineal feet of interior plumbing required to relocate the meter should any conflicts warrant relocation.

A crimping tool shall not be used to temporarily stop a water service, except in an emergency. If a crimping tool is used to stop a service line during the connection, the final repair shall be as directed by the Engineer, but in no case shall uncrimping the line be allowed.

All water service lines installed in unheated crawl spaces shall be insulated to prevent freezing. The cost for the insulation shall be incidental to the contract.

At locations where the piping inside the home is a different material from what is being installed off the water meter, a dielectric union shall be utilized to connect the two dissimilar pipe materials. This shall be included in the cost of this item.

Upon completion of the service line hookup to the water meter, the penetration through the foundation and/or floor slab shall be sealed with a non-shrink or epoxy grout and subject to inspection and approval by the property owner and ENGINEER.

Interior restoration work to return the site to preconstruction conditions shall be considered incidental to this pay item. Interior restoration shall include removal, disposal, and replacement of structural components of the flooring and/or walls as well as restoration of flooring materials, drywall, trim, paint, etc. The interior of each building shall be restored to preconstruction conditions or better. Contractor shall be responsible for documenting the pre-project condition of each building/residence. This work will be paid for separately as VIDEOTAPING (INTERIOR AND EXTERIOR).

All work associated with proper electrical grounding after the new connection is made shall be included and considered incidental to this item. All grounding installations must comply with NEC Article 250.

The Contractor shall install a 6-gauge insulated jumper for a 100-amp service and a 4-gauge insulated jumper for a 200-amp service across the meter per 2014 NEC requirements. A bare or green insulated jumper should be used.

Any grounds that were attached to the existing water service line shall be preserved and re-attached to the new water service line at the same location. This work is incidental to the contract. If a water service relocation was approved by the Engineer and the existing ground cannot be re-installed in the same location as it was previously, then a new ground shall be installed. Grounding shall be a #6 gauge grounding electrode for a 100-amp service or #4 gauge grounding electrode for a 200-amp service installed from the electrical panel through conduit and attached to the street side of the water service per NEC requirements. This work shall be completed by an electrician licensed in the state of Illinois.

**Method of Measurement.** Measurement for this work will be per each location where reconnection to the water meter is necessary.

**Basis of Payment.** This work will be paid for at the contract unit price per Each for PRIVATE WATER SERVICE METER CONNECTION.

The contract unit prices shall include materials, labor and the necessary appurtenances to connect a new water service line to the existing water meter and to make a complete and operating installation including any electrical grounding requirements due to pipe material change.

### **SITE RESTORATION PER LOCATION**

**Description.** This work consists of performing various restoration work at each location including but not limited to trench backfill, pavement patching, curb and gutter replacement, driveway replacement, sidewalk replacement, landscaping restoration and placement of sod.

**Method of Measurement.** Measurement for SITE RESTORATION PER LOCATION will be per location as directed by the Engineer.

**Basis of Payment.** This work will be paid at the contract unit price per Each for SITE RESTORATION PER LOCATION.

### **TRAFFIC CONTROL AND PROTECTION, (SPECIAL)**

The TRAFFIC CONTROL AND PROTECTION, (SPECIAL) shall meet the requirements of Section 701, 702, 720, 723, 724, 780, and 783 of the STANDARD SPECIFICATIONS and as specified herein.

**Description.** This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the STANDARD SPECIFICATIONS, or as directed by the ENGINEER.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The CONTRACTOR shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelized devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

**General.** The CONTRACTOR is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The CONTRACTOR shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The

CONTRACTOR shall immediately remove, cover or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the CONTRACTOR elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the ENGINEER.

The CONTRACTOR shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the ENGINEER, the CONTRACTOR shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the CONTRACTOR. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the ENGINEER.

The CONTRACTOR shall ensure that all traffic control devices installed by him are operational, functional and effective 24-hours a day, including Sundays and holidays.

#### PUBLIC SAFETY AND CONVENIENCE:

The CONTRACTOR shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The CONTRACTOR shall dispatch men, materials, and equipment to correct any such deficiencies. The CONTRACTOR shall respond to any call from the VILLAGE or ENGINEER concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the ENGINEER. All roads shall remain open to traffic, the CONTRACTOR, may close one lane due to construction only between the hours of 7:00 a.m. and 5:00 p.m. on two lane roads, and shall maintain at least one lane in each direction on four or more lane roads, during the construction of this project. The CONTRACTOR shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR shall remove all equipment from the shoulders and medians after work hours. No road closures or restrictions shall be permitted except those covered by Standard Designs without written approval by the ENGINEER.

#### DEFICIENCY CHARGE:

The primary concern of the VILLAGE or CITY is to maintain a safe travel way for the public and a safe environment for the worker in the construction zone. The CONTRACTOR is expected to comply with the STANDARD SPECIFICATIONS, contract plans, these Special Provisions, and directions from the ENGINEER concerning traffic control protection. The CONTRACTOR shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The CONTRACTOR shall immediately respond correcting traffic control deficiencies by dispatching men, materials and equipment to correct such deficiencies.

If the CONTRACTOR fails to begin corrections to the traffic control deficiencies within two (2) hours of the initial attempt of notification by the VILLAGE/CITY or ENGINEER or fails to restore the traffic

control and protection compliance with the specifications within eight (8) hours of the original attempt of notification, the ENGINEER may execute such work as deemed necessary to correct the deficiencies. The cost thereof shall be deducted from monies due or which may be due the CONTRACTOR.

Failure to comply with directions from the ENGINEER for corrections or modifications to the traffic control and protection will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The CONTRACTOR shall not be relieved of any contractual responsibilities by the VILLAGE'S action.

**TRAFFIC CONTROL PLAN:**

Traffic Control shall be in accordance with the applicable sections of the STANDARD SPECIFICATIONS, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

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

**STANDARDS:**

701301-04 Lane Closure, 2L, 2W, Short Time Operations  
 701501-06 Lane Closure, 2L, 2W Undivided for Speeds < 45 MPH  
 701801-04 Lane Closure, Multilane 1W or 2W Crosswalk or Sidewalk Closure  
 701901-01 Traffic Control Devices

**SPECIAL PROVISIONS:**

Art. 701 Work Zone Traffic Control and Protection  
 Art. 1106 Work Zone Traffic Control Devices  
 Check Sheet LRS 3 Work Zone Traffic Control  
 Check Sheet LRS 4 Flaggers in Work Zones

**DETAILS:**

TC 10 Traffic Control and Protection for Side Roads, Intersections, and Driveways  
 TC 13 District One Typical Pavement Markings

**Method of Measurement.** These items of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating and removing the traffic control devices required in the Plans and these Special Provisions.

**Basis of Payment.** This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the Plans and Specifications.

The salvage value of the materials removed shall be reflected in the bid price for this item. Delays to the CONTRACTOR caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

If the ENGINEER, shall require additional traffic control to be installed in accordance with standards and/or designs other than those included in the Plans. The standards and/or designs will be made available to the CONTRACTOR at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the STANDARD SPECIFICATIONS. Revisions in the phasing of construction or maintenance operations, requested by the CONTRACTOR, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown on the contract shall be submitted by the CONTRACTOR for approval by the ENGINEER. No additional payment will be made for a CONTRACTOR requested modification. In the event the sum total value of all work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1 + (X - 0.1)]$$

Where "P" is the contract price for Traffic Control and Protection

Difference between original and final sum total value of all work items for which traffic

Where "X" = control and protection is required.

Original sum total value of all work for which traffic control and protection is required.

The value of the work items used in calculating the increase and decrease will include only items which have been added to or deducted from the contract under Article 104.02 of the STANDARD SPECIFICATIONS and only items which require use of Traffic Control and Protection.

In the event the Department cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 104.02 of the STANDARD SPECIFICATIONS.

### **CONTRACTOR SAFETY RESPONSIBILITY**

#### **ADD to Section 107.28:**

Excavations and trenches shall be always protected during the progress of the work with adequate barricades and/or safety fencing.

NO EXCAVATIONS SHALL BE PERMITTED TO REMAIN OPEN OVERNIGHT.

Underground utility trenches shall be filled in prior to the end of a day's work or suitable steel plates capable of supporting vehicular traffic shall be furnished and placed over the excavation by the Contractor. The Contractor shall also secure the area of the excavation with barricades and/or safety fencing to the satisfaction of the Engineer.

### **COOPERATION BY CONTRACTOR**

#### **ADD to Section 105.06:**

The superintendent shall supervise and coordinate all work forces, those of the General Contractor and all their Subcontractors. Any problems or disputes between any work forces and the Resident Engineer will be the responsibility of the superintendent to resolve. The superintendent shall be

supervisory only and shall not be a foreman, nor shall the superintendent be permitted to operate any machinery or perform labor of any kind.

The Village or City is Engineer of the proposed improvements and will not superintend the Contractor's general or subcontracted work forces. Lack of full-time superintendence by the Contractor prevents the Engineer from coordinating and inspecting Contract work operations.

No work on this Contract will be permitted without the General Contractor's full time superintendent present on the site of the improvements. The superintendent must always have in their possession a wireless telephone that there are construction operations in progress.

The contractor shall be penalized \$1000 per calendar day each and every day that a Full Time Superintendent is not present on the site of the improvements while work is occurring. This penalty shall be deducted from the amounts due, or which may become due to the Contractor.

**Basis of Payment.** Any costs associated with the requirements of this Special Provision are not paid for but are INCIDENTAL and shall be considered and included in the total Contract Proposal Bid Amount.

### **COORDINATION WITH RESIDENTS**

1. Preconstruction Walkthrough: The Contractor shall coordinate with residents to schedule a preconstruction walkthrough. This walkthrough shall be conducted at least two weeks prior to the commencement of any work. The purpose of the walkthrough is to inform residents about the project scope, address any concerns, and document the existing conditions of the property.
2. Scheduling Installation Date: The Contractor shall provide residents with a minimum of two weeks' notice prior to the installation date. The notice shall include the expected duration of the work and any potential disruptions to water service. The Contractor shall make reasonable efforts to accommodate residents' schedules and minimize inconvenience. The Contractor shall coordinate and schedule work so that the water service replacement can be completed in one day. No one shall be without water overnight.
3. Follow-Up Work: The Contractor shall coordinate with residents to schedule any necessary follow-up work. This includes, but is not limited to, final inspections, restoration of disturbed areas, and addressing any issues that arise post-installation. The Contractor shall provide residents with contact information for a designated project representative who will be available to address any concerns or questions.
4. Communication: The Contractor shall maintain open and regular communication with residents throughout the project. This includes providing updates on project progress, changes to the schedule, and any other relevant information. Communication methods may include door-to-door notices, emails, phone calls, or community meetings.
5. Documentation: The Contractor shall document all coordination efforts with residents, including dates and times of communications, summaries of discussions, and any agreements made. This documentation shall be submitted to the Engineer on a weekly basis.

**Basis of Payment.** Any costs associated with the requirements of this Special Provision are not paid for but are INCIDENTAL and shall be considered and included in the total Contract Proposal Bid Amount.

### **DIRT ON PAVEMENT**

**ADD to Section 107.15:**

When the Engineer directs the Contractor to clean the street with a street sweeper and the Contractor cannot provide a street sweeper, the Village or City will charge the Contractor for the use of the Village or City Street sweeper at a rate of **\$250.00 per hour** with a minimum of a 4-hour charge. The charged dollar amount shall be deducted from the amount due to the Contractor on the contract. The Village or City Street sweeper shall only clean the streets that are directed by the Engineer to be cleaned.

**OBSTRUCTION OF STREETS AND RIGHTS OF WAY**

The Contractor shall arrange to keep public ways open for traffic at their own expense. The Contractor must maintain convenient access to driveways, houses, and buildings along the improvement. The Contractor shall remove all surplus materials and debris from the work area daily so that there is a minimum amount of disruption to public property as possible.

Stockpiling of materials within the Right of Way is not permitted without the approval of the Engineer. The contractor shall immediately remove all non-approved stockpiles from the work area. If this non-approved stockpile remains in the work area, following a 24-hour grace period, the contractor shall be penalized \$1000 per calendar day each day that the unauthorized stockpiles remain on the work area. This penalty shall be deducted from the amounts due, or which may become due to the Contractor.

**TESTING OF MATERIALS**

Materials Testing requirements, type, amount and frequency, for this Contract include those that are designated in the SSRB Construction Manual and Standard Specifications.

The Contractor is responsible for furnishing materials and construction that meet the requirements of the Plans, Specifications and Special Provisions. All material to be incorporated in the work is subject to sampling and testing by the Engineer. It is the Contractor's responsibility to complete the work and deliver a final product that meets all the requirements of the Specifications. The Contractor is required to provide incidental materials and equipment, including hot-mix asphalt coring equipment; casual labor to provide access to the work, assists in obtaining and handling samples at the site and storage and security of samples.

The Engineer, at his/her discretion, may require additional testing in addition to the minimum requirements set forth below:

PORTLAND CEMENT CONCRETE	MINIMUM REQUIREMENTS FOR CONTRACTOR
General	Statement of agency or personnel to be used for plant and field testing, letter of assurance or personnel certifications, etc. Designation of methods and testing frequencies based on project schedule and staging. (1)
Plant Sampling and Testing	Mix Designs with aggregate sources listed and applicable gradation test (or plant certification) (1) Testing at plant for first production of mixture. (1)
Contractor Jobsite Sampling and Testing	Testing on site for the first production of mixture. Air, slump and strength testing on site once per every 50 CY per item, mix design, or daily production. If the same mix is used for several items in one day, one test may be used for all items. (2)

HOT-MIX ASPHALT	MINIMUM REQUIREMENTS FOR CONTRACTOR
General	Mix designs with statement or certification of IDOT approval. Statement of agency or personnel to be used for plant and field testing, letter of assurance or personnel certifications, etc. Designation of methods and testing frequencies based on project schedule and staging. (3)
Plant Sampling and Testing	Testing at plant for first production of mixture. (4)
	Waiver for plant testing if less than 250 tons total anticipated for a pay item. (5)
Contractor Jobsite Sampling and Testing	Determination of rolling pattern and roller vibration frequency in field by technician, approved by Engineer. (6)
	On site testing first day production of mixture. Density testing on site once every 150 tons per item, mix design, or daily production. If the same mix is used for several items in one day, one test may be used for all items. (6)
	Locations approved by Engineer, discussed on site with technician prior to beginning paving operations. (6)

**IDOT Requirements:**

Recurring SP Check Sheet #22 Quality Control of Concrete Mixtures at the Plant  
 Recurring SP Check Sheet #23 Quality Control/Quality Assurance of Concrete Mixtures  
 SSRB Section 1030.04 - 1030.05

SSRB Section 1030.05 (d) (2) (a)

SSRB Section 1030.05 (d) (2) (d)

SSRB Section 1030.05 (d) (3)

The Contractor is financially responsible to the Owner for all costs of testing of materials furnished in compliance with the Plans, Specifications and Special Provisions. Costs so sustained by the Owner shall be debited to the Contractor, thereby reducing the final amount due to the Contractor.

**EXPLORATION TRENCH**

**ADD to Section 213:**

**Description.** This work consists of trench excavation or hydro excavation and backfilling by the Contractor for the purpose of locating unknown objects and unforeseen conflicts.

**Requirements.** After Engineer's inspection of the trench area, it shall be backfilled with either excavated material or trench backfill at the Engineer's direction. All spoil generated by backfilling with trench backfill will be removed daily by the Contractor at their expense.

**Method of Measurement.** The Contractor's responsibility to determine the vertical locations of utilities is not considered to be Exploration Trench and is not measured for payment. Trench Backfill, if required, will be considered incidental to this item.

**Basis of Payment.** This work shall be paid for at the contract unit price per Foot for EXPLORATION TRENCH as herein specified.

## **VIDEOTAPING (INTERIOR AND EXTERIOR)**

**Description.** The Contractor shall prepare preconstruction and post-construction video documentation of all home interior and exterior features that will be affected by construction.

**Video Requirements.** Video camera recorders shall be HD format equipment. Preconstruction and post-construction video documentation shall consist of a series of high-resolution color audio-video tapes. All pertinent exterior features within the construction's zone of influence shall be shown in sufficient detail to document their preconstruction and post-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, landscape retaining walls, buildings, landscaping trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each video to help explain what is being viewed. The Contractor will be held liable for any damages that are not shown on the pre-construction video.

For interior videotaping, the Contractor shall document all areas affected by the proposed work including existing foundation or slab cracks, or other existing damage. Video shall also be obtained following restoration of the building interior.

**Materials.** The Contractor shall submit both preconstruction and post-construction videos to the Engineer, either by providing two thumb drives or uploading them to the Engineer's designated file share site. Any video(s) that is/are deemed incomplete (or of poor quality) by the Engineer shall be corrected before payment for the work will be allowed.

**Basis of Payment.** This work shall be paid for at the contract LUMP SUM price for VIDEOTAPING (INTERIOR AND EXTERIOR). No progress payments for any work will be processed until the preconstruction and post-construction videotapes have been received and approved by the Engineer.

## **WATER SERVICE ASBESTOS ABATEMENT**

**Description.** This work consists of testing for removal, and proper disposal of friable and non-friable asbestos that are encountered during lead service replacement work.

**General.** The Contractor shall notify the Engineer if they anticipate that asbestos may be encountered when completing the lead water service replacement work. The Contractor shall coordinate any necessary testing, removal, and disposal of asbestos with the Engineer. No work shall take place without the approval of the Engineer.

**Requirements.** This work shall be completed in accordance with the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), Illinois Department of Health (IDPH) and the Occupational Safety and Health Administration (OSHA).

**Basis of Measurement.** This work shall be measured for payment in Each for each location that requires testing and abatement.

**Basis of Payment.** The testing, removal and abatement of asbestos shall be paid at the contract unit price per Each Location- WATER SERVICE ASBESTOS ABATEMENT.

The contract unit prices shall include materials, labor and the necessary appurtenances to test for removal, and proper disposal of friable and non-friable asbestos that is encountered during lead service replacement work.

### **FURNISHING 6-MONTH WATER FILTER**

**Description:** This work shall consist of furnishing and providing a 6-month water filter to the property owner after the replacement of any lead water service line (full or partial), in accordance with the current Illinois Environmental Protection Agency (IEPA) regulations and Federal Laws.

**Materials:** The water filter provided shall be certified to meet NSF/ANSI Standard 53 for lead reduction and shall be capable of filtering lead from drinking water for a minimum of 6 months. The Contractor shall submit the proposed filter and corresponding specifications to the Engineer for approval prior to ordering.

#### **Construction Requirements:**

##### **1. Delivery and Installation:**

- The Contractor shall deliver the water filter to the property owner no later than the day of completing the lead service line replacement. If the structure is multi-unit, each occupant shall be issued a filter.
- The Contractor shall provide instructions for the installation and maintenance of the water filter to the property owner.

##### **2. Documentation:**

- The Contractor shall provide documentation to the Engineer confirming the delivery of the water filter to the property owner or providing the Engineer with the filter to be delivered on the Contractors behalf.
- The documentation shall include the make and model of the water filter, quantity of filters provided, certification of compliance with NSF/ANSI Standard 53, and the date of delivery.

**Method of Measurement:** This work will be measured for payment as EACH water filter furnished and delivered to the property owner.

**Basis of Payment:** This work will be paid for at the contract unit price per EACH for FURNISHING 6-MONTH WATER FILTER, which price shall include all materials, labor, equipment, and documentation required to complete the work as specified.



# Consumer Tool for Identifying Point-of-Use and Pitcher Filters Certified to Reduce Lead in Drinking Water

## Point-of-Use Filters

Point-of-use, or POU, water filters remove impurities from drinking water at the point that it is actually being used. Although there are others, the POU filters covered in this document are those used in filtration systems that are attached directly to water faucets or those inserted into refrigerators for



Faucet Filter Device



Refrigerator Filter

## Pitcher Filters

Pitcher water filters remove impurities from drinking water and are those that are inserted into water pitchers and bottles.



Pitcher With Filter



Bottle With Filter

## Why is certification important for water filters?

Consumers can increase their level of confidence by purchasing POU and pitcher filters that have been evaluated by an accredited third-party certification body or bodies for drinking water lead reduction to 5 parts per billion (ppb) or less and particulate reduction (Class I) capabilities.

## How do I know if a filter is certified to reduce lead?

There are several American National Standards Institute (ANSI) accredited third-party certification bodies that evaluate POU and pitcher filters for lead reduction in drinking water. They each have unique certification marks (registered trademarks) that are used on certified products.

Certification bodies require their mark and a statement indicating testing against **NSF/ANSI Standard 53** along with a **claim of lead reduction**. It is recommended that you also look for filters tested against **NSF/ANSI Standard 42** for **particulate reduction (Class I)**.

## Certification Marks

Below are the ANSI accredited third-party certification bodies' approved certification marks and the text that indicates a filter has been evaluated for lead reduction capabilities. Some filters can be certified by more than one certification body and have multiple certification marks.

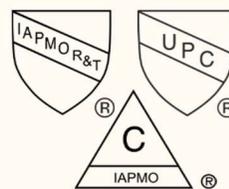
**See page 2 for information on where to find marks and claims of reduction.**



NSF product listing directory [info.nsf.org/Certified/DWTU/](https://info.nsf.org/Certified/DWTU/)



WQA product listing directory [find.wqa.org/find-products/#/](https://find.wqa.org/find-products/#/)



IAPMO R&T product listing directory [pld.iapmo.org](https://pld.iapmo.org)



UL Solutions product listing directory [productiq.ulprospector.com/en](https://productiq.ulprospector.com/en)



CSA product listing directory [csagroup.org/testing-certification/product-listing](https://csagroup.org/testing-certification/product-listing)

## Text for NSF/ANSI Standards 42 & 53 next to certification marks:

- ◆ Example text on packaging: *Tested and Certified by (certification body) against NSF/ANSI Standards 42 and 53 for the claims specified on the Performance Data Sheet.*
- ◆ Some companies may indicate lead removal in the text or may simply state NSF/ANSI 53 or NSF/ANSI 42 above or below the mark.

## Certification Marks, Standards Text, and Claims of Reduction on Filter Packaging

Certification marks (page 1) can be found on the filter packaging, the filter, or on the smallest container in which the filter is packaged. Examples of certification marks, NSF/ANSI Standards 42 and 53 text, and claims of lead reduction and particulate reduction (Class I) as found on product packaging are shown below.

**Certification mark on packaging**

**Claim of lead reduction on packaging**

**Claim of particulate reduction (Class I) on packaging**

**Example text next to mark for NSF/ANSI Standards 42 & 53**

**Certifier's Mark**

System Tested and Certified by (name of certification body) against NSF/ANSI Standards 42 and 53 for the reduction of the claims specified on the Performance Data Sheet.

**WHAT WE FILTER OUT**

- Heavy metals: Mercury, Lead, Cadmium
- Taste and Odor: Chlorine
- Particulates: Particulate I
- Industrial pollutants: Asbestos, Benzene
- Pharmaceuticals: Estrone, Ibuprofen, Naproxen
- Industrial chemicals: Bisphenol A, Nonyl Phenol

**EASY SETUP**

With quick setup, you can start using your...  
WASH YOUR HANDS BEFORE...  
DISCARD FIRST 1...

## Claims of Reduction on Performance Data Sheets

Claims of lead reduction to 5 parts per billion (ppb) or less and particulate reduction (Class I) not included on the filter packaging can typically be found on the performance data sheet (example below) located inside the filter packaging, in the certifier's online product listing directory (see page 1), or on the manufacturer's website.

**NSF/ANSI Standard 53 claim of lead reduction**

**NSF/ANSI Standard 42 claim of particulate reduction (Class I)**

SUBSTANCE	Overall Percent Reduction	Influent Challenge Concentration	U.S. EPA Level/NSF Maximum Permissible Product Water Concentration
<b>NSF/ANSI Standard 53 – Health Effects</b>			
Lead pH 6.5	99.5%	150±15 ppb	5 ppb
Lead pH 8.5	99.6%	150±15 ppb	5 ppb
Mercury pH 6.5	95.5%	6±0.6 ppb	2 ppb
Mercury pH 8.5	95.9%	6±0.6 ppb	2 ppb
Cadmium pH 6.5	97.4%	30±3 ppb	5 ppb
Cadmium pH 8.5	99.2%	30±3 ppb	5 ppb
Benzene	93.5%	15±1.5 ppb	5 ppb
Asbestos	>99%	5500000±45000000 Fibers/L	99%*
<b>NSF/ANSI Standard 401 – Emerging Compounds/Incidental Contaminants</b>			
Bisphenol A <sup>†</sup>	95.5%	2000±400 ppt	300 ppt
Estrone <sup>†</sup>	96.4%	140±28 ppt	20 ppt
Ibuprofen <sup>†</sup>	94.9%	400±80 ppt	60 ppt
Naproxen <sup>†</sup>	96.4%	140±28 ppt	20 ppt
Nonyl phenol <sup>†</sup>	93.5%	1400±280 ppt	200 ppt
<b>NSF/ANSI Standard 42 – Aesthetic Effects</b>			
Chlorine	97.4%	2.0±0.2 ppb	50%*
Particulate Reduction Class I	99.6%	>10000 particles/mL	85%*



**EPA's Lead in Drinking Water Website**

[epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water](https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water)

### Questions?

- About a filter: Refer to the certifier's product listing directory on page 1 or contact the manufacturer.
- About this document: Send an email to [latham.michelle@epa.gov](mailto:latham.michelle@epa.gov) and [tully.jennifer@epa.gov](mailto:tully.jennifer@epa.gov).

*Disclaimer: This document is for informational purposes only. Any mention of trade names or commercial products does not constitute EPA endorsement or recommendation for use.*

**COOK COUNTY PREVAILING WAGE RATE**



## Cook County Prevailing Wage Rates posted on 9/15/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
CEMENT MASON	All	ALL		53.10	55.10	2.0	1.5	2.0	2.0	18.43	24.00	0.00	1.25		2.50	5.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION ELECTRICIAN	All	BLD		51.14	56.25	1.5	1.5	2.0	2.0	16.70	14.48	1.40	1.27	0.10	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		50.37	70.87	1.5	1.5	2.0	2.0	10.13	17.51	0.00	2.85	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRICIAN	All	ALL		57.75	63.53	1.5	1.5	2.0	2.0	19.34	21.13	1.60	1.87	0.30	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		52.25	54.75	1.5	1.5	2.0	2.0	14.29	19.02	0.00	1.00	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00

## Cook County Prevailing Wage Rates posted on 9/15/2025

OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	1	73.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	2	72.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	3	67.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	4	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	5	75.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	6	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	61.09	1.5	1.5	1.5	2.0	16.26	17.59	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.58	58.95	1.5	1.5	2.0	2.0	15.88	28.92	0.00	1.20	0.00	0.00	0.00

### Cook County Prevailing Wage Rates posted on 9/15/2025

SIGN HANGER	All	BLD		36.72	39.66	1.5	1.5	2.0	2.0	7.45	4.70	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		63.25	66.00	1.5	1.5	2.0	2.0	15.45	19.90	0.00	1.15	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
SURVEY WORKER	All	HWY		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	45.55	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	45.80	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	46.00	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	46.20	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	44.83	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	44.98	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	45.18	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	45.38	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TUCKPOINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

#### Legend

**Rg** Region

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

**C** Class

**Base** Base Wage Rate

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

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

## Cook County Prevailing Wage Rates posted on 9/15/2025

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

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

## Cook County Prevailing Wage Rates posted on 9/15/2025

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

### MARBLE FINISHER

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

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

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

### OPERATING ENGINEER - BUILDING

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

## Cook County Prevailing Wage Rates posted on 9/15/2025

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

### **Cook County Prevailing Wage Rates posted on 9/15/2025**

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### **OPERATING ENGINEER - FLOATING**

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### **SURVEY WORKER**

## **Cook County Prevailing Wage Rates posted on 9/15/2025**

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

### **SURVEY FOREMAN**

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

### **TERRAZZO FINISHER**

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

### **TRAFFIC SAFETY Worker I**

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

### **TRAFFIC SAFETY WORKER II**

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

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

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

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

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

## **Cook County Prevailing Wage Rates posted on 9/15/2025**

trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

### **Other Classifications of Work:**

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

### **LANDSCAPING**

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

### **MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II**

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

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**Cook County Prevailing Wage Rates posted on 9/15/2025**



| that contract in 2025. |

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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	03/07/2025
3	05/23/2025
4	06/13/2025
5	07/04/2025
6	07/11/2025
7	07/18/2025
8	08/01/2025
9	08/22/2025
10	09/19/2025
11	10/03/2025

ASBE0017-001 06/01/2024

Rates Fringes

<b>ASBESTOS WORKER/INSULATOR</b>	
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....\$ 55.02	
	35.75
Fire Stop Technician.....\$ 44.02	32.76
<b>HAZARDOUS MATERIAL HANDLER</b>	
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from	

mechanical systems.....\$ 41.27      32.76

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 BOIL0001-001 05/01/2024

Rates      Fringes

BOILERMAKER.....\$ 53.10      9.5%+33.50

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 BRIL0021-001 06/01/2016

Rates      Fringes

BRICKLAYER.....\$ 44.88      26.62

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 BRIL0021-004 06/01/2017

Rates      Fringes

Marble Mason.....\$ 44.63      26.83

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 BRIL0021-006 06/01/2017

Rates      Fringes

TERRAZZO WORKER/SETTER.....\$ 44.38      25.84

TILE FINISHER.....\$ 38.56      22.10

TILE SETTER.....\$ 45.49      25.72

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 BRIL0021-009 06/01/2017

Rates      Fringes

MARBLE FINISHER.....\$ 33.95      26.03

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 BRIL0021-012 06/01/2017

Rates      Fringes

Pointer, cleaner and caulker.....\$ 45.42      24.06

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 CARP0555-001 06/01/2022

BUILDING, HEAVY, AND HIGHWAY

Rates      Fringes

CARPENTER

Carpenter, Lather,  
 Millwright, Piledriver,

and Soft Floor Layer		
Building.....	\$ 52.01	38.85
Heavy & Highway.....	\$ 52.01	38.85

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 CARP0555-002 10/01/2023

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER.....	\$ 45.61	35.31

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 ELEC0009-003 05/26/2024

	Rates	Fringes
Line Construction		
Groundman.....	\$ 48.44	60.05%
Lineman and Equipment		
Operator.....	\$ 62.10	60.05%

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 ELEC0134-001 06/02/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 57.75	42.89

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 \* ELEC0134-003 06/02/2025

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 51.14	30.55

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

equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

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 ELEV0002-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 70.68	38.435+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

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 \* ENGI0150-006 06/01/2025

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 64.80	51.00
GROUP 2.....	\$ 63.50	51.00
GROUP 3.....	\$ 60.95	51.00
GROUP 4.....	\$ 59.20	51.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front

Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers and Skid Rig\*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram (Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

\*-Requires Oiler

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\* ENGI0150-025 06/01/2025

Heavy and Highway Construction

Rates      Fringes

OPERATOR: Power Equipment

GROUP 1.....	\$ 63.00	51.00
GROUP 2.....	\$ 62.45	51.00
GROUP 3.....	\$ 60.40	51.00
GROUP 4.....	\$ 59.00	51.00
GROUP 5.....	\$ 57.80	51.00

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with Caisson attachment\*, Ballast Regulator, Belt Loader\*; Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap

Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

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IRON0001-026 06/01/2024

Rates      Fringes

IRONWORKER

Sheeter.....	\$ 59.51	45.10
Structural and Reinforcing..	\$ 59.26	45.10

IRON0063-001 06/01/2025

Rates Fringes

IRONWORKER, ORNAMENTAL.....	\$ 59.26	44.81
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IRON0063-002 06/01/2025

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 52.25	34.31
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IRON0136-001 07/01/2024

Rates Fringes

IRONWORKER

Machinery Movers; Riggers; Machinery Erectors.....	\$ 51.00	43.94
Master Riggers.....	\$ 53.50	43.94

LABO0002-006 06/01/2025

Rates Fringes

LABORER (BUILDING & RESIDENTIAL)

GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.40	36.94
GROUP 3.....	\$ 51.48	36.94
GROUP 4.....	\$ 51.50	36.94
GROUP 5.....	\$ 51.55	36.94
GROUP 6.....	\$ 51.60	36.94
GROUP 7.....	\$ 51.63	36.94
GROUP 8.....	\$ 51.73	36.94
GROUP 9.....	\$ 51.75	36.94
GROUP 10.....	\$ 51.85	36.94
GROUP 11.....	\$ 51.68	36.94
GROUP 12.....	\$ 52.40	36.94

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

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LABO0002-007 06/01/2025

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.48	36.94
GROUP 3.....	\$ 51.55	36.94
GROUP 4.....	\$ 51.68	36.94
GROUP 5.....	\$ 51.40	36.94

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Guniting

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0002-008 06/01/2025

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 52.40	36.94
16 - 20 POUNDS.....	\$ 52.90	36.94
21 - 26 POUNDS.....	\$ 53.40	36.94
27 - 33 POUNDS.....	\$ 54.40	36.94
34 - AND OVER.....	\$ 55.40	36.94
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.53	36.94
GROUP 3.....	\$ 51.63	36.94
GROUP 4.....	\$ 51.75	36.94
GROUP 5.....	\$ 51.40	36.94

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator;

skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225-001 06/01/2025

Rates Fringes

LABORER (DEMOLITION/WRECKING)

GROUP 1.....	\$ 46.40	36.94
GROUP 2.....	\$ 51.40	36.94
GROUP 3.....	\$ 51.40	36.94

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

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PAIN0014-001 06/01/2024

Rates Fringes

PAINTER (including taper).....	\$ 53.05	33.91
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PAIN0027-001 06/01/2024

Rates Fringes

GLAZIER.....\$ 51.55 44.09

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PLAS0005-002 07/01/2015

Rates Fringes

PLASTERER.....\$ 42.25 26.65

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PLAS0502-001 06/01/2025

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 53.10 43.80

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PLUM0130-001 06/01/2025

Rates Fringes

PLUMBER.....\$ 60.50 39.02

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PLUM0597-002 06/01/2023

Rates Fringes

PIPEFITTER.....\$ 55.00 38.62

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ROOF0011-001 12/01/2024

Rates Fringes

ROOFER.....\$ 50.25 30.43

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SFIL0281-001 07/01/2025

Rates Fringes

SPRINKLER FITTER.....\$ 63.25 36.50

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SHEE0073-001 06/01/2022

Rates Fringes

Sheet Metal Worker.....\$ 49.10 42.91

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SHEE0073-002 06/08/2018

	Rates	Fringes
Sheet Metal Worker		
ALUMINUM GUTTER WORK.....	\$ 31.32	37.02

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TEAM0731-001 06/01/2025

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 45.55	30.27
4 Axles.....	\$ 45.80	30.27
5 Axles.....	\$ 46.00	30.27
6 Axles.....	\$ 46.20	30.27

FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.
- C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional \$1.50 per hour  
Health and Welfare: \$448.80 per week  
Pension: \$562.80 per week

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TEAM0731-002 04/01/2025

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and		

installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....\$ 43.40            22.71

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 TEAM0786-001 06/01/2025

COOK COUNTY - BUILDING AND RESIDENTIAL

Rates            Fringes

TRUCK DRIVER

2 & 3 Axles.....	\$ 53.95	0.30+a
4 Axles.....	\$ 54.21	0.30+a
5 Axles.....	\$ 54.43	0.30+a
6 Axles.....	\$ 54.64	0.30+a

FOOTNOTES:

a. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy work classification is an additional \$1.50 per hour.

Health and Welfare: \$445.00 per week  
 Pension: \$408 per week.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

**LOCATION LIST****BASE BID**

| <b>SERVICE ADDRESS</b> |
|------------------------|------------------------|------------------------|------------------------|------------------------|
| 532 Hannah Ave.        | 611 Marengo Ave.       | 445 Hannah Ave.        | 419 Thomas Ave.        | 508 Beloit Ave.        |
| 628 Beloit Ave.        | 612 Marengo Ave.       | 446 Hannah Ave.        | 422 Thomas Ave.        | 509 Beloit Ave.        |
| 629 Beloit Ave.        | 614 Marengo Ave.       | 500 Hannah Ave.        | 427 Thomas Ave.        | 512 Beloit Ave.        |
| 631 Beloit Ave.        | 615 Marengo Ave.       | 504 Hannah Ave.        | 428 Thomas Ave.        | 517 Beloit Ave.        |
| 632 Beloit Ave.        | 616 Marengo Ave.       | 504 Hannah Ave.        | 431 Thomas Ave.        | 520 Beloit Ave.        |
| 409 Elgin Ave.         | 617 Marengo Ave.       | 504 Hannah Ave.        | 434 Thomas Ave.        | 528 Beloit Ave.        |
| 410 Elgin Ave.         | 618 Marengo Ave.       | 504 Hannah Ave.        | 434 Thomas Ave.        | 536 Beloit Ave.        |
| 536 Hannah Ave.        | 619 Marengo Ave.       | 508 Hannah Ave.        | 440 Thomas Ave.        | 536 Beloit Ave.        |
| 611 Harlem Ave.        | 622 Marengo Ave.       | 509 Hannah Ave.        | 501 Thomas Ave.        | 537 Beloit Ave.        |
| 619 Harlem Ave.        | 623 Marengo Ave.       | 512 Hannah Ave.        | 508 Thomas Ave.        | 540 Beloit Ave.        |
| 621 Harlem Ave.        | 624 Marengo Ave.       | 513 Hannah Ave.        | 509 Thomas Ave.        | 600 Beloit Ave.        |
| 623 Harlem Ave.        | 631 Marengo Ave.       | 516 Hannah Ave.        | 514 Thomas Ave.        | 601 Beloit Ave.        |
| 627 Harlem Ave.        | 632 Marengo Ave.       | 517 Hannah Ave.        | 525 Thomas Ave.        | 605 Beloit Ave.        |
| 629 Harlem Ave.        | 632 Marengo Ave.       | 520 Hannah Ave.        | 528 Thomas Ave.        | 607 Beloit Ave.        |
| 601 Elgin Ave.         | 633 Marengo Ave.       | 521 Hannah Ave.        | 529 Thomas Ave.        | 611 Beloit Ave.        |
| 605 Elgin Ave.         | 639 Marengo Ave.       | 524 Hannah Ave.        | 532 Thomas Ave.        | 612 Beloit Ave.        |
| 607 Elgin Ave.         | 640 Marengo Ave.       | 528 Hannah Ave.        | 533 Thomas Ave.        | 613 Beloit Ave.        |
| 610 Elgin Ave.         | 644 Marengo Ave.       | 544 Hannah Ave.        | 909 Elgin Ave.         | 614 Beloit Ave.        |
| 611 Elgin Ave.         | 604 Circle Ave.        | 604 Hannah Ave.        | 601 Thomas Ave.        | 616 Beloit Ave.        |
| 614 Elgin Ave.         | 605 Circle Ave.        | 605 Hannah Ave.        | 604 Thomas Ave.        | 617 Beloit Ave.        |
| 615 Elgin Ave.         | 607 Circle Ave.        | 607 Hannah Ave.        | 606 Thomas Ave.        | 619 Beloit Ave.        |
| 616 Elgin Ave.         | 608 Circle Ave.        | 610 Hannah Ave.        | 618 Thomas Ave.        | 620 Beloit Ave.        |
| 617 Elgin Ave.         | 611 Circle Ave.        | 611 Hannah Ave.        | 619 Thomas Ave.        | 621 Beloit Ave.        |
| 620 Elgin Ave.         | 612 Circle Ave.        | 7400 Jackson Blvd.     | 620 Thomas Ave.        | 622 Beloit Ave.        |
| 621 Elgin Ave.         | 614 Circle Ave.        | 612 Hannah Ave.        | 621 Thomas Ave.        | 625 Beloit Ave.        |

622 Elgin Ave.	615 Circle Ave.	613 Hannah Ave.	622 Thomas Ave.	626 Beloit Ave.
623 Elgin Ave.	616 Circle Ave.	600 Hannah Ave.	626 Thomas Ave.	7201 Jackson Blvd.
624 Elgin Ave.	620 Circle Ave.	614 Hannah Ave.	629 Thomas Ave.	7205 Jackson Blvd.
627 Elgin Ave.	621 Circle Ave.	618 Hannah Ave.	630 Thomas Ave.	7209 Jackson Blvd.
628 Elgin Ave.	627 Circle Ave.	619 Hannah Ave.	412 Beloit Ave.	7211 Jackson Blvd.
629 Elgin Ave.	628 Circle Ave.	620 Hannah Ave.	419 Beloit Ave.	7219 Jackson Blvd.
632 Elgin Ave.	701 Circle Ave.	621 Hannah Ave.	427 Beloit Ave.	7223 Jackson Blvd.
633 Elgin Ave.	419 Hannah Ave.	622 Hannah Ave.	429 Beloit Ave.	7227 Jackson Blvd.
634 Elgin Ave.	421 Hannah Ave.	625 Hannah Ave.	430 Beloit Ave.	7231 Jackson Blvd.
637 Elgin Ave.	421 Hannah Ave.	626 Hannah Ave.	432 Beloit Ave.	7233 Jackson Blvd.
639 Elgin Ave.	425 Hannah Ave.	627 Hannah Ave.	437 Beloit Ave.	7237 Jackson Blvd.
641 Elgin Ave.	426 Hannah Ave.	628 Hannah Ave.	438 Beloit Ave.	7239 Jackson Blvd.
642 Elgin Ave.	428 Hannah Ave.	631 Hannah Ave.	442 Beloit Ave.	601 Circle Ave.
643 Elgin Ave.	430 Hannah Ave.	632 Hannah Ave.	448 Beloit Ave.	7333 Jackson Blvd.
644 Elgin Ave.	434 Hannah Ave.	634 Hannah Ave.	500 Beloit Ave.	7335/7537 Jackson Blvd.
645 Elgin Ave.	435 Hannah Ave.	416 Thomas Ave.	501 Beloit Ave.	7535/7545 Jackson Blvd.
7300 Jackson Blvd.	442 Hannah Ave.	417 Thomas Ave.	502 Beloit Ave.	
610 Marengo Ave.	443 Hannah Ave.	418 Thomas Ave.	505 Beloit Ave.	

## ALTERNATE BID

SERVICE ADDRESS
829.5 Thomas.
7430 Madison St.
600 Circle Ave.
7344 Madison St.
7214 Madison St.
7218 Madison St.
7222 Madison St.
7342 Madison St.
7344 Madison St.
7400 Madison St.
7406 Madison St.
7412 Madison St.
7416 Madison St.
7420 Madison St.
7440 Madison St.
7444 Madison St.
7446 Madison St.
7504 Madison St.
7506 Madison St.
7508 Madison St.
7510 Madison St.
7442 Madison St.
7414 Madison St.
7346 Madison St.
601 Harlem Ave.
615 Harlem Ave.
617 Harlem Ave.
625 Harlem Ave.
645 Harlem Ave.
626 Elgin Ave.
648 Elgin Ave.
7242 Jackson Blvd.
604 Marengo Ave.
605 Marengo Ave.
608 Marengo Ave.
609 Marengo Ave.
635 Marengo Ave.
636 Marengo Ave.
637 Marengo Ave.
642 Marengo Ave.
7500 Madison St.
601 Circle Ave.
617 Circle Ave.

SERVICE ADDRESS
7433 Jackson Blvd.
429 Hannah Ave.
438 Hannah Ave.
439 Hannah Ave.
447 Hannah Ave.
501 Hannah Ave.
505 Hannah Ave.
540 Hannah Ave.
617 Hannah Ave.
423 Thomas Ave.
424 Thomas Ave.
432 Thomas Ave.
435 Thomas Ave.
438 Thomas Ave.
439 Thomas Ave.
442 Thomas Ave.
443 Thomas Ave.
446 Thomas Ave.
447 Thomas Ave.
449 Thomas Ave.
502 Thomas Ave.
504 Thomas Ave.
505 Thomas Ave.
512 Thomas Ave.
513 Thomas Ave.
517 Thomas Ave.
518 Thomas Ave.
520 Thomas Ave.
521 Thomas Ave.
524 Thomas Ave.
536 Thomas Ave.
537 Thomas Ave.
540 Thomas Ave.
541 Thomas Ave.
7420 Jackson Blvd.
544 Thomas Ave.
605 Thomas Ave.
607 Thomas Ave.
611 Thomas Ave.
612 Thomas Ave.
613 Thomas Ave.
614 Thomas Ave.
617 Thomas Ave.

SERVICE ADDRESS
625 Thomas Ave.
7637 York
631 Thomas Ave.
632 Thomas Ave.
423 Beloit Ave.
424 Beloit Ave.
426 Beloit Ave.
433 Beloit Ave.
434 Beloit Ave.
443 Beloit Ave. #Rear
444 Beloit Ave.
447 Beloit Ave.
513 Beloit Ave.
516 Beloit Ave.
519 Beloit Ave.
521 Beloit Ave.
524 Beloit Ave.
525 Beloit Ave.
529 Beloit Ave.
532 Beloit Ave.
533 Beloit Ave.
541 Beloit Ave.
545 Beloit Ave.
604 Beloit Ave.

**INSTRUCTION TO BIDDERS ON FILLING OUT FORMS**

1. The Bid Proposal must be signed by an authorized agent. The corporate seal, if applicable, must be affixed. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.

**BIDDER'S CERTIFICATION FORM**

**(BID PROPOSAL)**

\_\_\_\_\_ (**Name of Bidder**), having submitted a bid on a contract for **LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III** to the Village of Forest Park, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: \_\_\_\_\_  
Authorized Agent of BIDDER

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

The Village of Forest Park reserves the right to reject any or all bids, to waive technicalities in bidding.

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned is an authorized representative of

\_\_\_\_\_  
(Name of Company)

and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act". The undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

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

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

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued)**

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Signed: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Compliance with Confined Space Entry  
Policy and Procedure Form**

The undersigned is an authorized representative of

\_\_\_\_\_ ,  
(Name of Company)

and certifies that they will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9) which provides as follows:

2. "In addition to complying with the permit space requirements that apply to all employers, each CONTRACTOR who is retained to perform permit space entry operations shall:
- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
  - (ii) Coordinate entry operations with the host employer, when both host employer personnel and CONTRACTOR personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
  - (iii) Inform the host employer of the permit space program that the CONTRACTOR will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

Signed: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**PERFORMANCE REFERENCE FORM**

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of people to contact as performance references.

**Company Name:**..... \_\_\_\_\_

Address:..... \_\_\_\_\_

City & State:..... \_\_\_\_\_

Telephone Number: ..... \_\_\_\_\_

Person To Contact: ..... \_\_\_\_\_

Title/Position: ..... \_\_\_\_\_

**Company Name:**..... \_\_\_\_\_

Address:..... \_\_\_\_\_

City & State:..... \_\_\_\_\_

Telephone Number: ..... \_\_\_\_\_

Person To Contact: ..... \_\_\_\_\_

Title/Position: ..... \_\_\_\_\_

**Company Name:**..... \_\_\_\_\_

Address:..... \_\_\_\_\_

City & State:..... \_\_\_\_\_

Telephone Number: ..... \_\_\_\_\_

Person To Contact: ..... \_\_\_\_\_

Title/Position: ..... \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn depose and states

(Officer or Owner of Company)

as follows:

1. \_\_\_\_\_, having submitted a proposal for  
(Name of Company)

**LEAD SERVICE LINE REPLACEMENT PROJECT STAGE III**

to the Village of Forest Park, hereby certifies that said CONTRACTOR has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

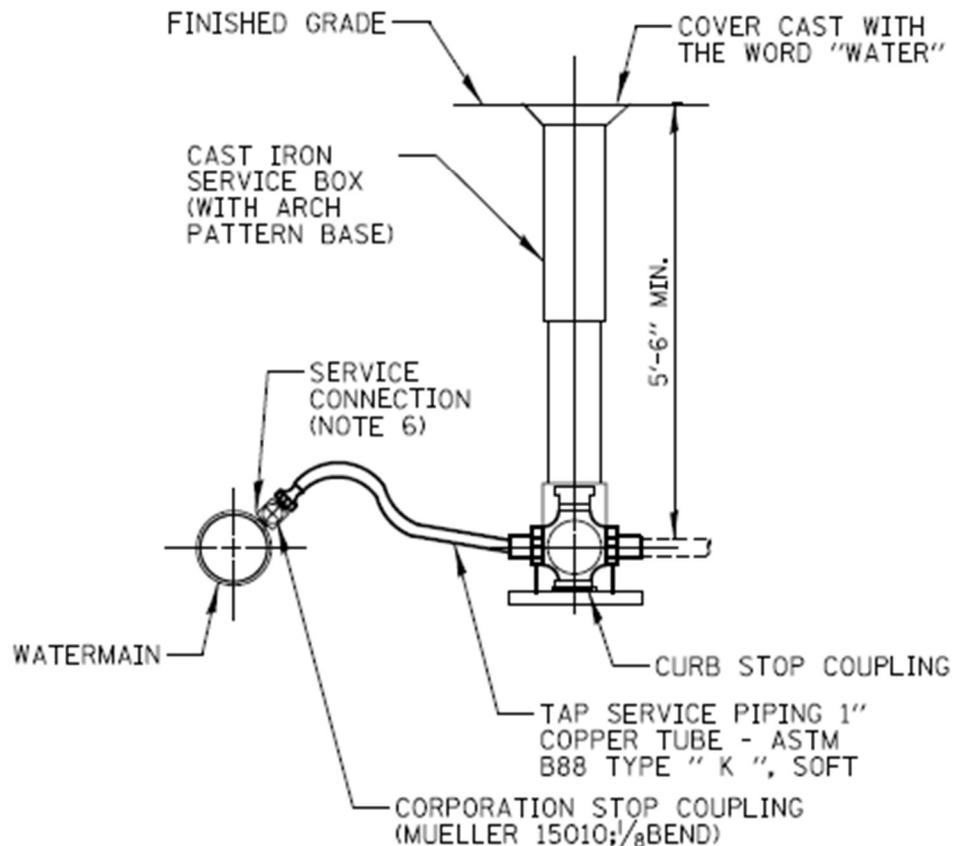
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
- b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
(Authorized Agent of CONTRACTOR)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

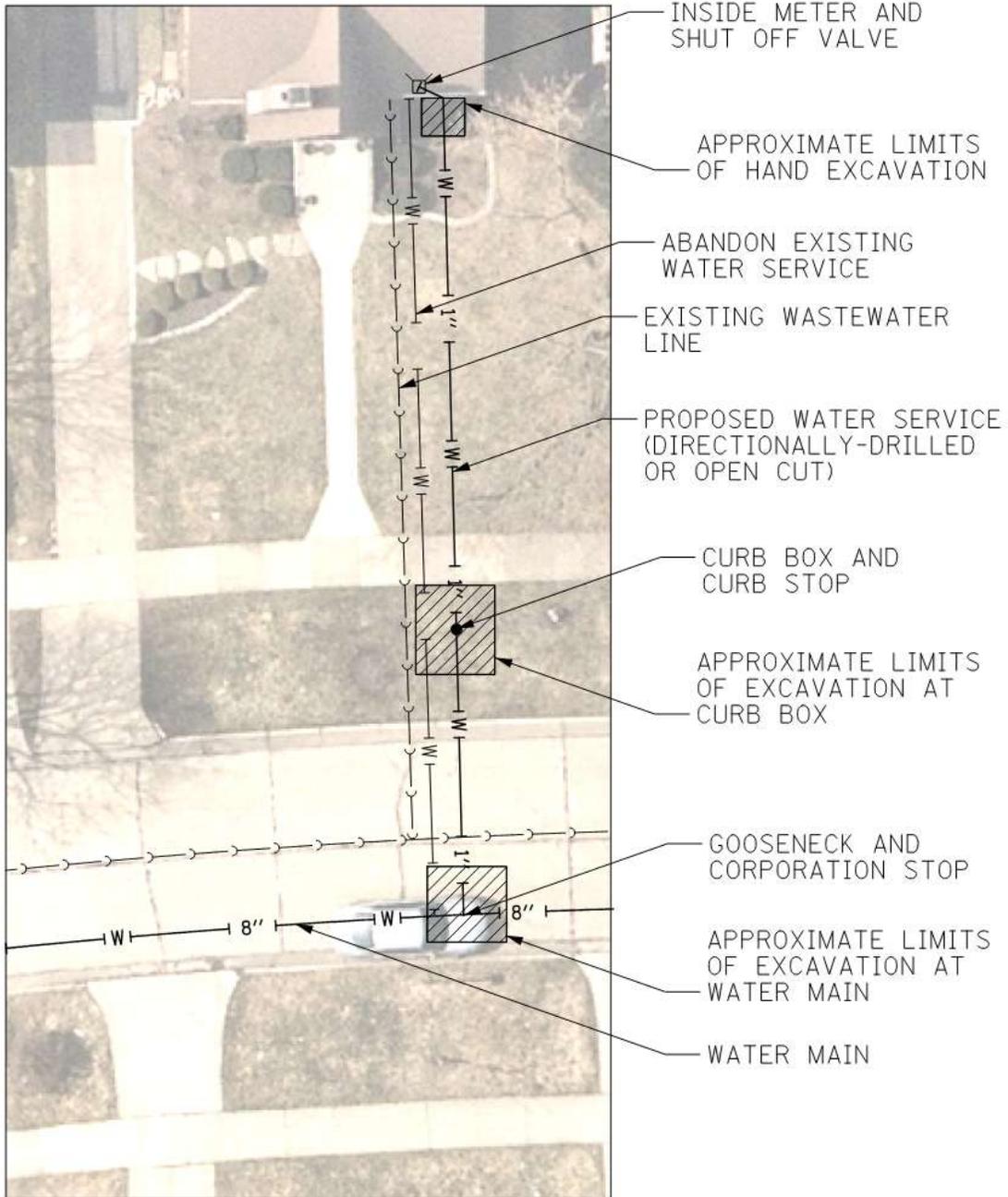
\_\_\_\_\_  
Notary Public

**DETAILS****NOTES:**

1. EXACT LOCATION OF WATER SERVICES TO BE DETERMINED BY CONTRACTOR.
2. WATER SERVICE FITTINGS TO CONFORM TO OWNER'S STANDARDS.
3. WHERE EXISTING SERVICE DIVIDES TO SERVE TWO HOMES, PROVIDE TWO NEW SERVICES.
4. PROVIDE A MINIMUM OF 18" BETWEEN TAPS AND BETWEEN TAP AND PIPE JOINT.
5. TEST EXISTING SERVICES FOR FLOW PRIOR TO INSTALLING NEW SERVICE.
6. FOR D.I. WATERMAINS PROVIDE A DIRECT SERVICE CONNECTION. FOR TAPPING PVC AND HDPE WATERMAINS PROVIDE A WIDE BAND BRASS SERVICE SADDLE (FORD BRASS SADDLE STYLE 202BS OR EQUAL).

**TYPICAL WATER SERVICE CONNECTION**

N.T.S.



CLIENT:  **VILLAGE OF FOREST PARK**  
 517 DES PLAINES AVENUE  
 FOREST PARK, ILLINOIS 60130

TITLE: **TYPICAL PLAN  
 SERVICE LINE REPLACEMENT**

PROJ. NO.  
 DATE: 10/7/2025  
 SHEET 1 OF 1  
 DRAWING NO.

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

DSGN.		SCALE:	N.T.S.
DWN.		MODEL:	#MODELNAME#
CHKD.		PLOT DATE:	#DATE#
FILE:	#FILE#		

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

**A RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF AN  
ILLINOIS DEPARTMENT OF TRANSPORTATION SUSTAINED TRAFFIC  
ENFORCEMENT PROGRAM (STEP) FOR HIGH VISIBILITY  
ENFORCEMENT (HVE) GRANT FOR FY 2026**

WHEREAS, the Village of Forest Park (“Village”) has made application to the Illinois Department of Transportation (“IDOT”) for a grant to be funded through the Sustained Traffic Enforcement Program (“STEP”) for High Visibility Enforcement (HVE) for targeted enforcement designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel (“Grant”); and

WHEREAS, the Village has been awarded and is required to accept the terms of the STEP and HVE Grant with IDOT, in the amount of \$86,068.00.

NOW, THEREFORE, BE IT RESOLVED 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 preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The application for the STEP and HVE Grant, in the amount of \$88,068.00, be approved and the Village Administrator is authorized to execute, on behalf of the Village, the STEP and HVE Grant with IDOT, a copy of which is attached hereto as Exhibit A.

Section 3. The Village Administrator or her designee is hereby authorized and directed to execute any and all other documents and to perform all other requirements in connection with the request for the STEP and HVE Grant.

Section 4. The Village agrees to accept the \$86,068.00 STEP and HVE Grant from IDOT, and further agrees to use the funds received pursuant to said STEP and HVE Grant.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 10<sup>th</sup>  
day of November, 2025.

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

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

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

APPROVED by me this 10<sup>th</sup> day of November, 2025.

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

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

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

**EXHIBIT A**

**IDOT STEP AND HVE GRANT**

**Village of Forest Park  
Council Agenda Item Summary**

Council Meeting Date:	November 10, 2025	Presented By:	Chief Ken Gross
Agenda Item Title:	Illinois Dept. of Transportation	Budgeted Item:	Yes: Not Applicable No:
Budget Account Number:	Grant	Amount Budgeted:	\$86,068.00
Council Executive Summary			
<p>The Forest Park Police Department has submitted a Highway Safety Program Grant for FFY26 back in March 2025. The grant has been finalized and has been awarded to the Forest Park Police Department. This grant will allow us to conduct special enforcements for impaired driving mobilizations and/or occupant protection mobilizations during the following holidays and/or events: Thanksgiving, Christmas, New Years, Super Bowl, St. Patrick's Day, Memorial Day, Independence Day, Labor Day, April - Distracted Driving, July - Speed Awareness and additional hours that can be used throughout the entire campaign dates; Totaling: \$73,320.00. Equipment request included this year was for one (1) LIDAR unit at no cost to our department of \$1,750.00. We also requested a .15% indirect cost to assist the Police Department with the purchase of squad car laptops that are currently breaking down and are non-repairable for a total of \$10,998.00 this will cover four (4) laptop computers.</p> <p style="text-align: center;">Total grant funding requested \$86,068.00</p>			
Recommended Action			
It is the recommendation of the Police Department that the Mayor and Village Council approve the final award of \$86,068.00 from IDOT FFY26.			
Approved:	Denied:	Deferred:	
Other Comments:			



**Bucksheet**  
Reset Form

Under \$250,000     Over \$250,000

Priority  
**Normal**

Office: Highways Project Implementation    District / CO:    Bureau:

File Subject: Agreement, Signature    Amount Range: Under \$250,000.00

**Secretary Explanation**  
Subject: State and Community Highway Safety/National Priority Safety Program

Project in Relation to: Highway Safety Grant

Description of Action: Executive Signatures for Execution

DBE Goal: None     IL Works     Capitol/Stimulus     Notary Required  
 FY Deadline Fiscal Year Date: 09/30/2026

Consultant Name/Contractor: Village of Forest Park    Letting Date:

County:    District:    Job Number: n/a    PTB-Item: n/a

Amount of Agreement: 86,068.00    Route: n/a

Section: n/a    Phase: n/a    Contract Number: n/a    Agreement Number: HS-26-0055

State Dollars: 0.00    Federal Dollars: 86,068.00    Local Dollars: 0.00    Total Dollars: 86,068.00

Source of State Fund: not applicable    % Reimburse from Feds: 100.00 %

Remarks: Agreement was approved to form by OCC attorney Amanda Lundeen on 09/26/25.



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION  
AND  
VILLAGE OF FOREST PARK**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Forest Park (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

<b>Article I</b>	<b>Definitions</b>
<b>Article II</b>	<b>Award Information</b>
<b>Article III</b>	<b>Grantee Certifications and Representations</b>
<b>Article IV</b>	<b>Payment Requirements</b>
<b>Article V</b>	<b>Scope of Award Activities/Purpose of Award</b>
<b>Article VI</b>	<b>Budget</b>
<b>Article VII</b>	<b>Allowable Costs</b>
<b>Article VIII</b>	<b>Lobbying</b>
<b>Article IX</b>	<b>Maintenance and Accessibility of Records; Monitoring</b>
<b>Article X</b>	<b>Financial Reporting Requirements</b>
<b>Article XI</b>	<b>Performance Reporting Requirements</b>
<b>Article XII</b>	<b>Audit Requirements</b>
<b>Article XIII</b>	<b>Termination; Suspension; Non-compliance</b>
<b>Article XIV</b>	<b>Subcontracts/Subawards</b>
<b>Article XV</b>	<b>Notice of Change</b>
<b>Article XVI</b>	<b>Structural Reorganization and Reconstitution of Board Membership</b>
<b>Article XVII</b>	<b>Conflict of Interest</b>
<b>Article XVIII</b>	<b>Equipment or Property</b>
<b>Article XIX</b>	<b>Promotional Materials; Prior Notification</b>
<b>Article XX</b>	<b>Insurance</b>
<b>Article XXI</b>	<b>Lawsuits and Indemnification</b>
<b>Article XXII</b>	<b>Miscellaneous</b>
<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
<b>Exhibit C</b>	<b>Contact Information</b>
<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

**The Parties or their duly authorized representatives hereby execute this Agreement.**

**Agreement No. HS-26-0055**  
**Task Number 04-02**

**Illinois Department of Transportation**

By: \_\_\_\_\_  
Signature of Gia Blagi, Secretary  
By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: Stephane B. Seck-Birhame  
Printed Title: BSPE Bureau Chief

**Village of Forest Park**

By: \_\_\_\_\_  
Signature of Authorized Representative  
Date: \_\_\_\_\_  
Printed Name: Rachell Entler  
  
Printed Title: Village Administrator  
E-mail: rentler@forestpark.net

By: \_\_\_\_\_  
Signature of \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
**Second Grantor Approver**

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
**Second Grantee Approver**  
**(optional at Grantee's discretion)**

By: \_\_\_\_\_  
Signature of \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
**Third Grantor Approver**

By: \_\_\_\_\_  
Signature of \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
**Fourth Grantor Approver**

By: \_\_\_\_\_  
Signature of \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
**Fifth Grantor Approver**

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I**  
**DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II**  
**AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on 10/01/2025 and expires on 09/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds are estimated to be \$86,068.00, of which \$86,068.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. **Payment.** Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in Part Two and/or Part Three): If the Grantor is to pay a Third Party for grant related goods/services, Grantee will submit invoices, C-13 invoice voucher and/or a BoBS 650 (Rev. 04/02/24) travel voucher along with required supporting documentation directly to the Grantor for payment; or if the Grantor is to pay the Grantee directly for grant related goods/services, Grantee will submit a BSPE 500 claim form, along with required supporting documentation.

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is 69A37524300004020ILO. The federal awarding agency is National Highway Traffic Safety Administration, and the Federal Award date is 02/26/25, 05/14/2025. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 26-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-26-0055.

**ARTICLE III**  
**GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and JGWJBEJKDTF6 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirement's changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: 366005875 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 III. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or

regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or

permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**ARTICLE IV**  
**PAYMENT REQUIREMENTS**

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO, or PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

#### **ARTICLE V**

#### **SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

#### **ARTICLE VI**

#### **BUDGET**

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII** **ALLOWABLE COSTS**

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

#### **ARTICLE VIII LOBBYING**

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. **Records Retention.** Grantee must maintain for three (3) years from the date of submission of the final

expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. **Failure to Maintain Books and Records.** Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## **ARTICLE X**

### **FINANCIAL REPORTING REQUIREMENTS**

10.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. **Financial Close-out Report.**

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a

material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI**  
**PERFORMANCE REPORTING REQUIREMENTS**

11.1. **Required Periodic Performance Reports.** Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. **Performance Close-out Report.** Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

**ARTICLE XII**  
**AUDIT REQUIREMENTS**

12.1. **Audits.** Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

**12.3. Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

**12.4. "For-Profit" Entities.**

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions

set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII**

#### **TERMINATION; SUSPENSION; NON-COMPLIANCE**

##### 13.1. **Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph **Error! Reference source not found.**;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO or PART THREE.**

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph **Error! Reference source not found.** or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV**  
**SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. **Application of Terms.** If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. **Liability as Guaranty.** Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### **ARTICLE XV** **NOTICE OF CHANGE**

15.1. **Notice of Change.** Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. **Failure to Provide Notification.** To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. **Notice of Impact.** Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. **Effect of Failure to Provide Notice.** Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

#### **ARTICLE XVI** **STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. **Effect of Reorganization.** This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII**  
**CONFLICT OF INTEREST**

17.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. **Prohibited Payments.** Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph **Error! Reference source not found.** Grantee acknowledges that Grantor is under no obligation to provide such exemption, and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII**  
**EQUIPMENT OR PROPERTY**

18.1. **Purchase of Equipment.** For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. **Prohibition against Disposition/Encumbrance.** Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use, and disposition conditions apply to the property.

18.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and ensure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. **Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

**ARTICLE XIX**  
**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. **Promotional and Written Materials.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. **Prior Notification/Release of Information.** Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX**  
**INSURANCE**

20.1. **Maintenance of Insurance.** Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. **Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI**  
**LAWSUITS AND INDEMNIFICATION**

21.1. **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII**  
**MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

The goal of the Grantor is to increase highway safety through means of safety program grants. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The STEP grant focuses on high visibility enforcement (HVE) during specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six (6) required holiday campaigns and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY26 federal budget, dollar amounts, and dates. In addition, the NHTSA grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FFY26 application packet for NOFO 26-0343-11. The funding shall be used as per the agreed upon budget pending the FFY26 federal budget, dollar amounts, and dates. In addition, the NHTSA grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the Agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and is funded on a reimbursement basis per the requirements set forth in Part Three of the Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested in the application for the Agreement and has been issued provisionally or finalized).

This grant is not for research or development.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

I. BSPE 205: The Grantee shall submit the BSPE 205 form via email at DOT.BSPEDATA@illinois.gov within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day.

The information in the BSPE 205 form must accurately reflect the duties performed during the campaign. All BSPE 205 forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov.

II. Periodic Financial Reporting: The Grantee shall submit the BoBS 2832 form on a regular basis pursuant to Article X and Article XI in the Agreement.

The specifics for reporting the BoBS 2832 form - whether quarterly or monthly- are listed in Exhibit E and Part Three of the Agreement. The required reporting of the BoBS 2832 form was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

A. Quarterly reports are due no later than 5:00 p.m. on: January 30, 2026; April 30, 2026; July 30, 2026; and the final report on October 30, 2026. Quarterly reports will consist of: Quarter 1 (October 1, 2025- December 30, 2025, due January 30, 2026); Quarter 2 (January 1, 2026 - March 30, 2026, due April 30, 2026); Quarter 3 (April 1, 2026 - June 30, 2026, due July 30, 2026); and Quarter 4 (July 1, 2026 - September 30, 2026, due October 30, 2026). The Grantee must submit the BoBS 2832 form on or before the corresponding quarterly due dates. In the event that the Agreement is not fully executed until after October 1, 2025, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours prior to the submission date.

B. Monthly reports are due no later than 5:00 p.m. on: November 30, 2025; December 30, 2025; January 30, 2026; March 2, 2026; March 30, 2026; April 30, 2026; May 30, 2026; June 30, 2026; July 30, 2026; August 30, 2026; September 30, 2026; and October 30, 2026. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2025 due November 30, 2025; November 2025 due December 30, 2025; December 2025 due January 30, 2026; January 2026 due March 2, 2026; February 2026 due March 30, 2026; March 2026 due April 30, 2026; April 2026 due May 30, 2026; May 2026 due June 30, 2026; June 2026 due July 30, 2026; July 2026 due August 30, 2026; August 2026 due September 30, 2026; September 2026 due October 30, 2026. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours prior to the submission date.

III. Federal obligations: The grants funding opportunities under NOFO 26-0343-11 may be funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, previously referred to as the Bipartisan Infrastructure Law (BIL P.L. 117-58)) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the IIJA rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

**IV. Campaign Specifications:**

**A. Mandatory Enforcement Campaigns** – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined enforcement emphasis:

Thanksgiving (Occupant Protection/Impaired Driving)  
Christmas/New Year's (Impaired Driving)  
St. Patrick's Day (Impaired Driving)  
Memorial Day (Occupant Protection)  
Independence Day (Impaired Driving)  
Labor Day (Impaired Driving)

**B. Mandatory Enforcement Campaign Requirements:**

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.

**1. Occupant Protection Enforcement:**

a. A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of thirty (30) hours must be worked between 6:00 p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

b. Thirty (30) percent of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

**2. Impaired Driving Enforcement:**

a. Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from the Grantor Contact listed in Exhibit C of the Agreement.

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

b. All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour NHTSA DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend

training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

This requirement is to ensure that officers are equipped to handle the complexities of a DUI arrest. The availability of the requisite training is limited. Therefore, BSPE has the authority to waive this requirement for a specific and short period, but only with prior written permission from the Grantee to the assigned Grantor Contact listed in Exhibit C of the Agreement. This waiver is solely intended to provide officers with additional time to complete the required training and does not extend indefinitely.

C. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:

- Halloween (Impaired Driving)
- Super Bowl (Impaired Driving)
- Distracted Driving (Distracted Driving)
- Child Passenger Safety (Occupant Protection)

D. Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as but not limited to speeding.

1. Occupant Protection Enforcement:

- a. See Mandatory Occupant Protection Enforcement Requirements listed in Exhibit D of the Agreement.

2. Impaired Driving Enforcement:

- a. See Mandatory Impaired Driving Enforcement Requirements listed in Exhibit D of the Agreement.

3. Distracted Driving Enforcement:

- a. Only conducted in the month of April.
- b. No time of day or week requirements.

E. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

Agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

**F. Additional Enforcement Requirements:**

a. Additional traffic safety enforcement efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

b. Additional traffic safety enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.

c. Agencies shall submit only one (1) BSPE 205 form and one (1) BSPE 500 claim form for the entire month when additional enforcement was worked. The BSPE 205 form must be submitted within two (2) calendar weeks or fourteen (14) calendar days from the end of the month when work was completed. The BSPE 500 claim form shall be submitted within forty-five (45) days from the end of the month when work was completed.

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Julie Coplea  
 Title: Safety Grant Administrator  
 Address: 2300 S Dirksen Parkway  
 Springfield, IL 62764

**GRANTEE CONTACT**

Name: Dora Murphy  
 Title: Project Director  
 Address: 517 Desplaines Avenue  
 Forest Park, IL 60130

**GRANTEE PAYMENT ADDRESS**  
 (If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

<b><u>GRANTOR CONTACT</u></b>	<b><u>GRANTEE CONTACT</u></b>
Name: Julie Coplea	Name: Dora Murphy
Title: Safety Grant Administrator	Title: Project Director
Address: 2300 S Dirksen Parkway Springfield, IL 62764	Address: 517 Desplaines Avenue Forest Park, Illinois 60130
Phone: 217-782-3568	Phone: (708) 615-6223
TTY#: N/A	TTY#: N/A
E-mail Address: Julie.coplea@illinois.gov	E-mail Address: dmurphy@forestpark.net

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

**I. The Grantee Shall:**

- A. Improve highway safety through the program as described on the proposal document of the application packet.**
- B. Create targeted efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These performance measures are listed below.**
  - 1. Total Traffic Fatalities
  - 2. Serious Injuries in Traffic Crashes
  - 3. Fatalities/VMT
  - 4. Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions
  - 5. Alcohol-Impaired Driving Fatalities
  - 6. Speeding-Related Fatalities
  - 7. Motorcyclist Fatalities
  - 8. Unhelmeted Motorcyclist Fatalities
  - 9. Drivers Age 20 or Younger Involved in Fatal Crashes
  - 10. Pedestrian Fatalities
  - 11. Bicyclist Fatalities
  - 12. Observed Seat Belt Use for Passenger Vehicles, Front Seat Outboard Occupants (State Survey) \*
  - 13. Completeness of Crash Data
  - 14. Racial Profiling Compliance Level

**II. Performance Standards shall include:**

- A. Increased program utilization and/or awareness as described in the NOFO.**
- B. Statistical analysis of data given by Grantee's BoBS 2832 form to determine direct positive impacts on the safety program as described in the NOFO.**
- C. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor Contact listed in Exhibit C of the Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.**
- D. Grant programs must be completed within the timeframe of the Agreement.**
- E. The Grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.**
- F. The Grantee must be flexible and be open to new and alternate ideas to reduce fatalities and serious injuries.**
- G. Mandatory and Optional Campaigns:**
  - 1. Occupant Protection:**
    - a. Average a minimum of one (1) traffic enforcement contact for every 60 minutes of patrol.
    - b. Thirty (30) percent should be for occupant restraint violations.
      - i. Front and back seat child and adult occupants.

**2. Impaired Driving:**

- a. A minimum of one (1) DUI arrest for every fifteen (15) hours of patrol.
- b. Average a minimum of one (1) traffic enforcement contact for every sixty (60) minutes of patrol.

**3. Distracted Driving (optional campaign only):**

- a. Average a minimum of one (1) traffic enforcement contact for every 60 minutes of patrol.
- b. Fifty (50) percent should be for electronic device use violations.

**4. Additional Enforcement:**

- a. Average a minimum of one (1) traffic enforcement contact for every 60 minutes of patrol.
- b. Average a minimum of two (2) traffic stops per hour.

**H. Campaign Requirements:**

For each mandatory, optional, and additional campaign completed, the agency shall:

1. Conduct pre- and post-enforcement activities. Examples: social media; news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.
2. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.
3. Obtain and collect data from campaign. Report this information on the BSPE 205 form.
4. Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.
5. The Grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, are based upon the Grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this Agreement.

The Grantee shall submit the BoBS 2832 on a regular basis as stated in Exhibit B of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 QUARTERLY.

**Fiscal and Administrative Risk Assessment (ICQ)**

**I. Financial and Programmatic Reporting**

**Conditions:**

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

**Corrective Action:**

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

**PART TWO –GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**Audit.** Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

**Ethics.**

**A. Code of Conduct**

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
  - b. any member of his or her immediate family;
  - c. his or her partner; or
  - d. an organization which employs, or is about to employ, any of the above.
- e. The conflict-of-interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

**Dispute Resolution.** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

**Procurement Procedures/Employment of Grantor Personnel**

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources.

Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation

for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

**(\$1- \$1999, no Grantor Involvement)**

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

**(\$2,000- \$4,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory ([ipg.vendorreg.com](http://ipg.vendorreg.com)).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

**(\$5,000- \$9,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory ([ipg.vendorreg.com](http://ipg.vendorreg.com)).

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5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

**(\$10,000-\$19,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email ALL identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel – The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

**Reporting.** Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/25 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 report for the period ending 04/30.

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

**Additional Reporting Requirements**

The Grantee must submit the BoBS 2832 report for the period ending 6/30 - State Fiscal Year End Grantee shall submit to Grantor the BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

The Grantee must submit the following other required reports: Please specify  
In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

**Renewal:** Part II: Renewal

This Agreement may not be renewed.

**PART THREE –PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Funding Source: NHTSA 402

Assistance Listing: 20.600

FAIN: 69A37524300004020ILO, 69A3752430SUP4020ILO, 69A37525300004020ILO, 69A3752530SUP4020ILO, 69A37525300004020ILO

Award Dates: 11/27/23, 1/16/24, 3/18/24, 4/30/24, 11/25/24, 2/26/25, 05/14/25

I. If the GRANTOR is to pay a Third Party for grant related goods/services, GRANTEE will submit invoices, C-13 invoice voucher and/or a BoBS 650 Travel Voucher form along with required supporting documentation directly to the GRANTOR for payment. These documents shall be submitted to the GRANTOR for review and payment within 30 days of receipt. If the GRANTOR is to pay the GRANTEE directly for grant related goods/services GRANTEE will submit a BSPE 600 Highway Safety Claim (non-STEP) form, along with required supporting documentation to the GRANTOR within 30 days of the end of the service period being reimbursed. GRANTEE may request an extension of time to submit required invoices, C-13's, BoBS 650's or BSPE 600's along with supporting documentation. Extension requests must be submitted to the GRANTOR in writing. GRANTOR must provide GRANTEE with a written approval or denial of a time extension.

II. The GRANTEE shall submit final BSPE 600 forms or invoices for allowable expenditures along with all supporting documentation to the GRANTOR no later than 5:00 P.M. on Monday, November 2, 2026, for any grant-related expenditures that occurred from October 1, 2025, through September 30, 2026. If the GRANTEE cannot meet the Monday, November 2, 2026, deadline for submitting invoices or BSPE 600 forms, the GRANTEE may request a time extension for submitting these documents. Any time extension will be limited in duration to ensure the GRANTOR is able to request federal reimbursement.

III. Should the GRANTEE use third-party vendors for work related to this Agreement, the GRANTEE must submit to the GRANTOR the following documents, if applicable, as soon as they are available: Third-Party Vendor TIN Certification; any contract between the GRANTEE and third-party vendor, including Certs and Assurances and/or Forms A and B, any Purchase Orders if applicable; any COD form related to that contract between the GRANTEE and third-party vendor; and a W-9 if the vendor is not certified in SAMS. GRANTEE may need to provide other documentation not listed if requested by the Illinois Office of the Comptroller in order to establish an obligation.

Any invoices received by the GRANTEE pursuant to this Agreement shall be sent electronically to: DOT.BSPE.Claims@illinois.gov.

IV. All BoBS 650, C-13 invoice vouchers and GRANTEE Payroll schedules shall be signed by an authorized representative of the GRANTEE and include the following:

- A. The Appropriation Number;
- B. Vendor Name, Address and FEIN;
- C. Any vendor invoices including backup documentation;
- D. For any items purchased, the goods ordered and goods received dates; and
- E. The following Certification Statement as required by Section 4.9 of this Agreement:

By signing this report, invoice, and/or payment request, I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass

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through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**V. Review and Approval**

A. Upon submittal of a BoBS 650, C-13, or GRANTEE Payroll Schedule, the GRANTOR'S representative reviews and checks:

1. Mathematical accuracy of the voucher.
2. That invoice requested for payment is consistent with items included in the approved budget.
3. That total amount requested for payment is proportional to total amount budgeted.
4. That expenditures for each line item are less than or equal to the budgeted amounts.
5. Completion of the work.

B. Failure to provide a complete invoice packet may delay or prevent payment. If there are problems with the claim, the GRANTOR'S representative will contact the GRANTEE to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the GRANTEE.

C. The GRANTOR'S representative will review and approve or reject the invoice within thirty (30) days of the GRANTEE submittal. If rejected, the invoice will not be processed for payment until any revisions are approved by the GRANTEE.

D. Once an invoice is approved for payment, the GRANTOR'S Finance Unit processes the invoice for payment by the Comptroller.

E. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the vendor.

**VI. Executive Orders and Conditions.**

The order entered on June 19, 2025, in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. filed May 13, 2025), prohibits the imposition and enforcement of the Immigration Condition on federal funding as to any Plaintiff State, which includes Illinois, and any subdivision or instrumentality thereof. Submission of any grant applications or awarding of grant funds is not to be construed as a certification to the Immigration Condition nor should it be construed as a waiver of any right by the Illinois Department of Transportation. Therefore, the Immigration Condition is not enforceable upon the Grantee for the receipt and expenditure of these grant funds.

There is on-going litigation regarding many of the Executive Orders issued in 2025, including court orders enjoining the use of the Executive Orders as grant conditions and the Executive Orders' enforcement. Many of the Executive Orders and conditions are vague and use undefined terminology. To the best of its understanding, the Grantor complies with federal laws applicable to the grant program, and its use of grant funds and performance of Grantee obligations complies with lawful grant conditions and conditions not subject to litigation. The Grantor has not and cannot certify that compliance with the 2025 Executive Orders is material to any payment decisions for the purposes of False Claims Act liability and understands the Grantee may not make such certifications. Notwithstanding, the Grantee shall not operate any discriminatory or illegal programs.

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VII. The GRANTEE shall abide by any and all applicable conditions and requirements set forth by NHTSA, subject to the assertions set forth in the preceding Section, including, but not limited to the following:

**A. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

1. 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
2. Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
3. 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
4. 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**B. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
  - o Unique entity identifier (generated by SAM.gov);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the
- Other relevant information specified by OMB guidance.

**D. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not

limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
8. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

#### E. GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### F. SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the

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following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific

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authority to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**G. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and

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- including termination;
- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**H. POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**I. CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**J. RESTRICTION ON STATE LOBBYING**  
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

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local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**K. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
(applies to subrecipients as well as States)

**1. INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

- a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- h. A participant in a covered transaction may rely upon a certification of a prospective

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participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**L. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

- a. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**M. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- b. The certification in this clause is a material representation of fact upon which reliance

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was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**N. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

- a. The prospective lower tier participant certifies, by submission of this proposal, that

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neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**O. BUY AMERICA**

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**P. CERTIFICATION ON CONFLICT OF INTEREST**

(applies to subrecipients as well as States)

**1. GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- a. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - i. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - ii. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
- b. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**2. DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations

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whose interests may be substantially affected by NHTSA activities. Based on this policy:

- a. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- b. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- c. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**Q. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**R. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**S. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit

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text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**T. SECTION 402 REQUIREMENTS**

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A)).
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and

**Agreement No. HS-26-0054**

- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).
  8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4)).

# Forest Park HS-26-0054 – Budget

Starts: 10/1/2025 End: 9/30/2026

## Budget View Settings

### Actuals

Show Actuals From: 10/1/2025 To: 9/30/2026

### Options

Show/Hide

Grant Year  Line Items  Assignee(s)  GL Accounts  Actuals  Remaining

## Budget

Expense Budget +	Grant-Funded Budgeted	Total Budgeted
<b>1. Personnel (Salaries and Wages) +</b>		
Hireback Officers	\$73,320.00	\$73,320.00
Subtotal	\$95,040.00	\$95,040.00
<b>10. Research and Development (R&amp;D) +</b>		
Subtotal	\$0.00	\$0.00
<b>11. Telecommunications +</b>		
Subtotal	\$0.00	\$0.00
<b>12. Training and Education +</b>		
Subtotal	\$0.00	\$0.00
<b>13. Direct Administrative Costs +</b>		
Subtotal	\$0.00	\$0.00
<b>14. Other or Miscellaneous Costs +</b>		
Subtotal	\$0.00	\$0.00
<b>2. Fringe Benefits +</b>		
Subtotal	\$0.00	\$0.00
<b>3. Travel +</b>		
Subtotal	\$0.00	\$0.00
<b>4. Equipment +</b>		
LIDAR	\$1,750.00	\$1,750.00
Subtotal	\$1,750.00	\$1,750.00
<b>5. Supplies +</b>		
Subtotal	\$0.00	\$0.00

<b>6. Contractual Services &amp; Subawards +  </b>		
Subtotal	\$0.00	\$0.00
<b>7. Consultant Services and Expenses +  </b>		
Subtotal	\$0.00	\$0.00
<b>8. Construction +  </b>		
Subtotal	\$0.00	\$0.00
<b>9. Occupancy (Rent and Utilities) +  </b>		
Subtotal	\$0.00	\$0.00
<b>Indirect Cost +  </b>		
Forest Park Police Department   \$	\$10,998.00	\$10,998.00
Subtotal	\$14,256.00	\$14,256.00
<b>Total Expense Budget Cost</b>	<b>\$86,068.00</b>	<b>\$86,068.00</b>
<b>Revenue Budget</b>	<b>Grant-Funded Budgeted</b>	<b>Total Revenue</b>
<b>Grant Funding</b>		
Awarded Amount	\$86,068.00	\$86,068.00
Subtotal	\$86,068.00	\$86,068.00
<b>Match</b>		
Cash Match		\$0.00
In-Kind		\$0.00
Other Funding		\$0.00
Subtotal		\$0.00
<b>Total Revenue Budget Cost</b>		<b>(\$86,068.00)</b>
<b>Total Overall Budget Cost</b>		<b>\$0.00</b>

**FFY26 STEP Hours and Funding Worksheet (complete prior to starting AmpliFund application)**

**Mandatory/Optional Campaign/Equipment Section Completion Instruction:**

\*\*\*Complete the yellow highlighted portion of the sheet for the campaign your agency is requesting hours/funding\*\*

Overnight Rate Box: enter the OT rate that will be used to calculate campaign budgets.

# of officers column: enter the number of officers/deputies that will work a grant enforcement detail.

# of hours column: enter the number of hours a grant enforcement detail will last.

# of detail column: enter the number of enforcement details that will be scheduled during a campaign.

Total Funding column: will auto-calculate based on number of officers/deputies, enforcement hours and hireback details.

Equipment Request: click the yellow section, use drop down menu to select equipment category, \$ amount noted is an allowance an agency has to purchase the requested equipment - if approved

Agency Name: **Forest Park Police Department** Agency STEP OT Rate: **\$91.65**

Mandatory Campaigns				IMPAIRED DRIVING			
Thanksgiving	# of officers	# of hours	# of details	Total Hours	Total Funding	Total Hours	Total Funding
11/21-12/2 (6am) 2025	3	4	6	72.00	\$5,598.80	0.00	\$0.00
Christmas/New Year's 12/12/24-1/5 (6am) 2026	3	4	6	72.00	\$5,598.80	0.00	\$0.00
St. Patrick's Day 3/13-23 (6am) 2026	3	4	6	72.00	\$5,598.80	0.00	\$0.00
Memorial Day 5/15-26 (6am) 2026	3	4	6	72.00	\$5,598.80	0.00	\$0.00
Independence Day 6/13-17/6 (6am) 2026	3	4	6	72.00	\$5,598.80	0.00	\$0.00
Labor Day 8/14-9/8 (6am) 2026	3	4	6	72.00	\$5,598.80	0.00	\$0.00
<b>Total</b>				<b>432.00</b>	<b>\$39,594.80</b>		

Optional Campaigns				IMPAIRED DRIVING			
Halloween	# of officers	# of hours	# of details	Total Hours	Total Funding	Total Hours	Total Funding
10/24-11/3 (6am) 2025	4	4	2	32.00	\$2,997.80	0.00	\$0.00
Super Bowl 2/6-9 (6am) 2026	4	4	2	32.00	\$2,997.80	0.00	\$0.00
Child Passenger Safety 9/13-30(1:30pm) 2024				0.00	\$0.00	0.00	\$0.00
<b>Total</b>				<b>64.00</b>	<b>\$5,995.60</b>		

Mandatory Campaigns				Optional Campaigns			
April Distracted Driving Campaign	# of officers	# of hours	# of details	Total Hours	Total Funding	Total Hours	Total Funding
4/1-5/1 (6am) 2026	4	4	2	32.00	\$2,997.80	0.00	\$0.00
<b>Total</b>				<b>32.00</b>	<b>\$2,997.80</b>		

Mandatory Campaigns				Optional Campaigns			
Occupant Protection	# of officers	# of hours	# of details	Total Hours	Total Funding	Total Hours	Total Funding
11/21-12/2 (6am) 2025	3	4	6	72.00	\$5,598.80	0.00	\$0.00
Christmas/New Year's 12/12/24-1/5 (6am) 2026	3	4	6	72.00	\$5,598.80	0.00	\$0.00
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<b>Total</b>				<b>432.00</b>	<b>\$39,594.80</b>		

Mandatory Campaigns				Optional Campaigns			
Occupant Protection	# of officers	# of hours	# of details	Total Hours	Total Funding	Total Hours	Total Funding
11/21-12/2 (6am) 2025	3	4	6	72.00	\$5,598.80	0.00	\$0.00
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<b>Total</b>				<b>432.00</b>	<b>\$39,594.80</b>		

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<b>Total</b>				<b>432.00</b>	<b>\$39,594.80</b>		

Mandatory Campaigns				Optional Campaigns			
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Occupant Protection	# of officers	# of hours	# of details	Total Hours	Total Funding	Total Hours	Total Funding
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<b>Total</b>				<b>432.00</b>	<b>\$39,594.80</b>		

Mandatory Campaigns				Optional Campaigns			
Occupant Protection	# of officers	# of hours	# of details	Total Hours	Total Funding	Total Hours	Total Funding
11/21-12/2 (6am) 2025	3	4	6	72.00	\$5,598.80	0.00	\$0.00
Christmas/New Year's 12/12/24-1							

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

**RESOLUTION AUTHORIZING THE APPROVAL OF  
PAY REQUEST #8 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 #8 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 #8 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 #8; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #8 to Contractor in the amount of One Hundred Eleven Thousand One Hundred Fifty-Two and 13/100 Dollars (\$111,152.13); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #8 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 #8 to Contractor in the amount of One Hundred Eleven Thousand One Hundred Fifty-Two and 13/100 Dollars (\$111,152.13) 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 10<sup>th</sup> day of November, 2025.

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

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

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

APPROVED by me this 10<sup>th</sup> day of November, 2025.

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

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

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

**VEREGY CENTRAL, LLC  
AMI WATER METERS REPLACEMENT PROJECT  
PAY REQUEST #8**

**RESOLUTION APPROVING AND RATIFYING THE EXECUTION  
OF A LESS LETHAL FOR LAW ENFORCEMENT LESS LETHAL  
DEVICE GRANT AGREEMENT BY AND BETWEEN THE  
ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (“ILEAS”)  
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park (“Village”) has made application for and has been awarded a Less Lethal for Law Enforcement Less Lethal Device Grant from the ILEAS in the amount of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) (“Grant”); and

WHEREAS, the Village deems it advisable, necessary and in public interest that the Village approve, confirm and ratify the Less Lethal for Law Enforcement Less Lethal Device Grant Agreement (“Agreement”) for the Grant.

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

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

Section 2. The application for the Grant and the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A and on file with the office of the Village Clerk, is hereby approved, and the prior execution thereof by the Village Administrator, or her designee, is hereby ratified, and the execution thereof to constitute conclusive evidence of approval of same.

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 perform the Agreement and carry out the purpose and intent of this Resolution, the Grant and the Grant Agreement.

Section 4. 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 10<sup>th</sup> day of November, 2025.

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

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

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

APPROVED by me this 10<sup>th</sup> day of November, 2025.

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

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

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

**EXHIBIT A**

**Agreement**

**Village of Forest Park  
Council Agenda Item Summary**

Council Meeting Date:	November 10, 2025	Presented By:	Chief Ken Gross
Agenda Item Title:	Illinois Law Enforcement Alarm System (ILEAS)	Budgeted Item:	Yes: No: X
Budget Account Number:	Grant	Amount Budgeted:	\$21,600.00
Council Executive Summary			
<p>The Forest Park Police Department submitted a less lethal taser grant back in May 2024. This grant opportunity allowed us to increase our less lethal inventory at no extra cost to the police department budget. We have just been informed that six (6) Axon Taser 10 packages have been awarded to the police department. The award includes six (6) yellow handle Class 3R Tasers; six (6) holsters; six (6) battery packs; six (6) live duty magazines; sixty (60) cartridge - live; six (6) evidence.com licenses; six (6) warranties; and one (1) docking station. The cost per Axon Taser package is \$3,600.00 x 6 totaling \$21,600.00.</p> <p>On October 14, 2025 the police department received notification of the grant award. With minimal turnaround time to accept, sign and return the required paperwork by November a phone call tree is requested to be completed for verbal approval to all council members to accept and sign the grant.</p>			
Recommended Action			
It is the recommendation of the Police Department that the Mayor and Village Council approve the ratification of the action already taken on October 20, 2025 to accept the grant awarded by ILEAS for six (6) Axon Taser 10 packages as a matter of formal record.			
Approved:	Denied:	Deferred:	
Other Comments:			

**ILEAS  
Less Lethal Alternatives for Law Enforcement  
Less Lethal Device Grant Agreement**

**1. PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and

**Forest Park Police Dept**

(Recipient)

**2. PURPOSE.** There is a critical need to ensure local law enforcement agencies throughout Illinois are properly trained and equipped to respond to a variety of emergencies and calls for service that involve violence or threats of violence. The goal in any response involving violence is to mitigate the situation and avoid the use of lethal force through less lethal alternatives and, when necessary, the use of Less Lethal Devices. Through a grant from the Illinois Criminal Justice Information Authority (ICJIA), ILEAS has agreed to reimburse Recipient for the purchase of Taser Devices.

**3. AWARDED DEVICES.** ILEAS agrees to Award to Recipient the following Devices: **0** Axon TASER 7 and **6** Axon Taser 10 energy weapon packages (Awarded Devices). **Total Award: \$21,600.00**

**Taser 7 Award Package**

Item	# per Package	# Awarded to Agency
Handle, Yellow, Class 3R	1	
Holster	1	
Battery Pack	1	
Live Cartridge, Standoff	3	
Live Cartridge, Close Quarters	3	
Evidence.com License	1	

**Price per Package - \$2,987.80**

**Taser 10 Award Package**

Item	# per Package	# Awarded to Agency
Handle, Yellow, Class 3R	1	<b>6</b>
Holster	1	<b>6</b>
Battery Pack	1	<b>6</b>
Live Duty Magazine	1	<b>6</b>
Cartridge - Live	10	<b>60</b>
Evidence.com License	1	<b>6</b>
Warranty	1	<b>6</b>
Docking Station (Per Agency)	1	<b>1</b>

**Price per Package - \$3,600.00 Taser 10 Award - \$21,600.00**

**4. AWARD.** The word Award means the agreements listed in this paragraph.

- a. Recipient will not place an order with AXON before the Recipient Agreement is signed by the Recipient and ILEAS.
- b. Recipient will contact the manufacturer, Axon Enterprises, Inc., and complete paperwork necessary to receive the Awarded Devices.
- c. Recipient may in the same transaction procure additional devices or accessories from Axon but will receive ILEAS reimbursement only for the Awarded Devices at the unit cost cited in Paragraph 4.f.
- d. Recipient will submit completed Chief's/Sheriff's Letter to ILEAS acknowledging that an order has been placed.
- e. Recipient will notify ILEAS when Recipient receives the Awarded Devices and will submit a Recipient agency Invoice for the devices utilizing the ILEAS web-based dashboard.
- f. ILEAS will reimburse the Recipient for the awarded devices at a unit cost of \$2,987.80 for Taser 7 device packages, and \$3,600.00 for Taser 10 device packages.
- g. Recipient will ensure all appropriate grant related Invoices are forwarded to ILEAS, utilizing the ILEAS web-based dashboard no later than 15 days after receipt of Awarded Devices.

**5. USE.**

- a. Recipient has a policy governing the use of Less Lethal Devices which conforms to all applicable laws and regulations, or will have such a policy before the deployment of an Awarded Device as described in Paragraph 3, and will prohibit any use of the Awarded Device that violates applicable laws, or the policies of the Recipient
- b. Recipient will prohibit any use of Awarded Devices except by fully trained employees. Recipient may, however, allow an untrained employee to use Awarded Devices during the training process itself.

**6. ADDITIONAL PROVISIONS.**

- a. Law enforcement officers receiving devices must be trained to use the device and must be instructed in the lawful use of force and policies governing the use of the device. Agencies must commit to providing refresher training on the devices as recommended by the manufacturer.
- b. Recipient will conduct appropriate and effective preventative maintenance and keep Awarded Devices in good operating condition.
- c. ILEAS is not responsible for the costs of maintenance, replacement or purchase of expendables related to Awarded Devices.

- d. This agreement shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public).
- e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.

#### **7. GRANT REQUIREMENTS.**

- a. This agreement incorporates the terms and conditions of ILEAS' agreement with ICJIA.
- b. Pursuant to 2 CFR 200.415, each invoice and report submitted by Recipient must contain the following certification by an official authorized to legally bind Recipient: By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801- 3812; 30 ILCS 708/120)
- c. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had

procurement authority at any time during the one-year period preceding the procurement lobbying activity. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II (I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

- d. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

IN WITNESS WHEREOF, the parties to this agreement have noted their understanding of the terms of this document and the accommodations set forth therein on the dates shown below.

**RECIPIENT**

**ILEAS**

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

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

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

Name: Larry G. Evans

Title: \_\_\_\_\_

Title: Executive Director

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

Date: October 1st, 2025

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AT&T DEDICATED INTERNET AND IP FLEXIBLE REACH AND  
TOLL-FREE PRICING SCHEDULE AGREEMENTS BY AND  
BETWEEN AT&T AND THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Village of Forest Park (the "Village") has an existing agreement with AT&T to coordinate and provide internet access and IP flexible reach and toll-free phone services for Village operations; and

WHEREAS, AT&T has developed and submitted to the Village Pricing Schedule Agreements to the negotiated service rates for dedicated internet access and IP flexible reach and toll-free phone services, pursuant to and as provided for on the AT&T Dedicated Internet Pricing Schedule, attached as Exhibit A hereto and made a part hereof ("Dedicated Internet Pricing Schedule") and on the IP Flexible Reach and Toll-Free Pricing Schedule, attached as Exhibit B hereto and made a part hereof ("IP Flexible Reach and Toll-Free Pricing Schedule"); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village to approve and authorize the Dedicated Internet Pricing Schedule and the IP Flexible Reach and Toll-Free Pricing Schedule with AT&T for internet access and toll-free phone services to be provided by AT&T for Village operations.

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

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

Section 2. The Dedicated Internet Pricing Schedule and the IP Flexible Reach and Toll-Free Pricing Schedule, each attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved.

Section 3. The Village Administrator, or her designee, be and is hereby authorized to execute the Dedicated Internet Pricing Schedule and the IP Flexible Reach and Toll-Free Pricing Schedule, each attached hereto and made a part hereof as Exhibit A and Exhibit B, respectively.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

RESOLVED this 10<sup>th</sup> day of November, 2025.

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

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

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

APPROVED by me this 10<sup>th</sup> day of November, 2025.

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

ATTESTED

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

# EXHIBIT A

## AT&T DEDICATED INTERNET PRICING SCHEDULE

**Proposal for:** Matt Aboud  
**Nordcom Technologies**  
[maboud@nordcomtech.com](mailto:maboud@nordcomtech.com)  
**586-223-7168**  
**Quote Date: 8/31/25**



Products Proposed:		Proposed Solution		
AT&T Dedicated Internet				
Current Service Address	CURRENT CONNECTION TYPE	CURRENT COST	PROPOSED COST	One Time Charges
517 Des Plaines Ave, Forest Park IL 60130	AT& 400Mb, Managed Fiber Circuit W/ 23 Call Paths Voice Bundle	\$1,499.00	\$1,499.00	
	Expired 5/2025, Renew another 12 months.			
	Or...			
	400Mb AT&T Dedicated Fiber Circuit		\$781.30	
	23 Call Paths @ \$12.60 Each		\$289.90	
	Requires new agreement, would install new circuit, migrate phones lines			
517 Des Plaines Ave, Forest Park IL 60130	AT&T Advanced Phone for Business - Police Dept Fax		\$59.99	
	(Optional) Wireless Backup		\$15.00	
<b>AT&amp;T Internet</b>				
<b>1) Our Experts Can Help Keep Your Connection Highly-Secure</b>  Dedicated Internet is more highly secure than shared connections, and features 24x7 network monitoring and technical support. Add-on services include DDoS protection, managed firewall, and more	<b>AT&amp;T Wireless Internet Air</b>			
	5G Available Typical speed ranges: • Download range: 53 - 304 Mbps • Upload range: 3 - 22 Mbps			
<b>2) Help Protect Your Business From Costly Outages</b>  From payment processing to online booking, your critical applications require a constant connection. Dedicated Internet is protected by world-class Service Level Agreements like 99.99% service reliability.				
<b>3) Your Private Fast Lane</b>  Unlike broadband, you will get the highly reliable service and speed you pay for – no matter how many other users are on the network. Stay dedicated to your customers by prioritizing traffic, like video conferencing or file exchanges, in near real-time.				

Above pricing requires a 24 or 36 month service agreement.  
 Above pricing does not include gov. mandated local, state and federal taxes or surcharges.  
 45-50 day installation timeframe



Sales Contact Information  
OShell; Chad  
248-986-8449  
chad@nordicomtech.com

**eSign Fax Cover Sheet** Contract Id: 5241536

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

**Total Pages:** 8  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 5241536
  - II. All Pages stamped with Contract Id: 5241536
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3397647  
Contract Id: 5241536



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
Village of Forest Park  Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: United States	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Rachel Entler Title: Village Manager Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: United States Telephone: 7083662323 Email: rentler@forestpark.net	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b>With a copy (for Notices) to:</b> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input checked="" type="checkbox"/>	
Name: Zach Perpich Company Name: Nordicom Technologies, Inc. (RP) Agent Street Address: 43155 Main St City: Novi State: MI Zip Code: 48375 Country: United States Telephone: 2488325154 Fax: Email: zach@nordicomtech.com Agent Code: 43102	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

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 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	<b>36 months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. RATES (US Mainland, and HI only)**

Section I: AT&T Dedicated Internet  
 Access Bandwidth -

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

Table 2: ADI Tele – Installation

Discount: 86.67%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500*	\$1,500**
10 Gig Ethernet* and up	\$1,500*	\$1,500

\* Service not available with MPLS PNT

**AT&T and Customer Confidential Information**

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.  
 # Pricing also applies to Service locations in Alaska

**Table 3: On-Site Installation**

Discount: 86.67%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**Table 4: LAN IP Block Size**

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	64.00%
/27	\$224	79.50%
/26	\$448	88.50%
/25	\$896	89.50%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

**Table 5: Flexible Bandwidth Billing Option – Ethernet\***

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340

**AT&T and Customer Confidential Information**

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 92.00%</b>			<b>Incremental Usage Fee Discount for the following: 92.00%</b>
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 92.00%</b>			<b>Incremental Usage Fee Discount for the following: 92.00%</b>
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 93.00%</b>			<b>Incremental Usage Fee Discount for the following: 93.00%</b>
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 91.50%</b>			<b>Incremental Usage Fee Discount for the following: 91.50%</b>
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 93.00%</b>			<b>Incremental Usage Fee Discount for the following: 93.00%</b>
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19

AT&T and Customer Confidential Information

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MIS Standard 2014 Rate Plan  
 ROME ID: 1-TEKRFCL

PS ADI 05/14/2025  
 AT&T Solution No. FMO755529236491

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

ADI & ADI w/ Managed Router Discount for the following: 90.00%		Incremental Usage Fee Discount for the following: 90.00%	
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges**

Discount: 94.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC*
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

\* Charges waived for Sites with AT&T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges**

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC*
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285

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**AT&T DEDICATED INTERNET  
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2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 8: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Charges**

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC **
-------	--

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 9: Class Of Service Option - Installation Fees**

**Discount: 100.00%**

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 10: Local Access without Diversity**

Location Street, City, State, Zip	Access Bandwidth	Local Access Non- Recurring Charge	Local Access Net Monthly Recurring Charge
517 Des Plaines Ave, Forest Park, IL, US, 601301801	MIS Ethernet Access 400 Mbps	\$0.00	\$544.70

**Section II: AT&T Business in a Box<sup>SM</sup>**

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

**Discount: 100.00%**

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

\* Pricing also applies to Service locations in Alaska.

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges**

**Discount: 100.00%**

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

24 Port Analog Module Add-On	\$80
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\* Pricing also applies to Service locations in Alaska.

**Table 3: Life-Cycle Management Charges - Service Charges**

**Discount: 100.00%**

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only**

**Discount: 100.00%**

Class of Service Monthly Charges	\$225*
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\* Pricing also applies to Service locations in Alaska.

**Table 5: IP Version Change**

**Discount: 100.00%**

IP Version Change – Per Site, Per Occurrence	\$500*
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\* Pricing also applies to Service locations in Alaska.

**Section III: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

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**EXHIBIT B**  
**AT&T IP FLEXIBLE REACH AND TOLL-FREE PRICING SCHEDULE**



Sales Contact Information  
OShell; Chad  
248-986-8449  
chad@nordicomtech.com

**eSign Fax Cover Sheet** Contract Id: 5244964

**To:** AT&T Automated Fax Handling Service **From:**

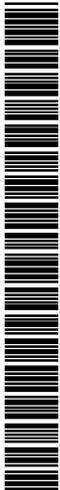
**Fax:** 877-374-4632 or 877-eSignFax **Total Pages:** 5  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 5244964
  - II. All Pages stamped with Contract Id: 5244964
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3399746  
Contract Id: 5244964



**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
Village of Forest Park  Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: United States	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Rachel Entler Title: Village Manager Street Address: 517 Des Plaines Ave City: Forest Park State/Province: IL Zip Code: 60130 Country: United States Telephone: 7083662323 Email: rentler@forestpark.net	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b>With a copy (for Notices) to:</b> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input checked="" type="checkbox"/>	
Name: Zach Perpich Company Name: Nordicom Technologies, Inc. (RP) Agent Street Address: 43155 Main St City: Novi State: MI Zip Code: 48375 Country: United States Telephone: 2488325154 Fax: Email: zach@nordicomtech.com Agent Code: 43102	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceequidnew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

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ASAP!

**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE	<a href="http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MARC**

MARC under this Pricing Schedule	None
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**4. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**5. ADDITIONAL TERMS AND CONDITIONS**

**5.1. Emergency Calling Most of World**

<p><b>Emergency Calling Most of World</b></p> <p>At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&amp;T does not provide emergency dialing service and for as long as AT&amp;T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&amp;T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&amp;T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.</p>
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**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE  
 PRICING SCHEDULE**

**5.2. White Pages, Yellow Pages, Directory Assistance**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

**5.3. Broadband Connectivity**

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

**6. RATES**

Discounts are applied to the applicable Service Publication rates.

**7. DISCOUNTS**

After the Pricing Schedule Term, Service will continue month-to-month at the prices, terms and conditions then in effect. AT&T may change such prices, terms or conditions on 30 days' prior notice. Customer's existing Services and Services that Customer orders under this Pricing Schedule auto-renew monthly until terminated and will be charged at the rates and any discounts set forth in this Pricing Schedule or, if there are no such rates or discounts, at the Service Publication rates. To avoid further service charges, Customer must provide AT&T at least 30 days' written notice (unless the Service Publication specifies a different period) of its intention to terminate a Service or Service Component. Customer also may provide such notice by accessing <https://businesscenter.att.com/ebiz/ebcsupport/v2/index.html#/disconnect>. Any termination before the end of an applicable minimum payment period or minimum retention period may result in the application of an early termination charge.

I consent to the above disclosures.

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

**7.1. US DISCOUNTS**

**I. Common Billable Elements**

<b>Table A: Common Billable Elements (apply regardless of Underlying Transport Service)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	50.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	66.56%

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**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE  
 PRICING SCHEDULE**

**II. Calling Plan Discounts**

<b>Table A: Calling Plan A (IP Long Distance Only)</b>			
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>	<b>AT&amp;T IPTF Bundled Discount</b>
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	0.00%

<b>Table B: Calling Plan B (IP Local and IP Long Distance)</b>			
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>	<b>AT&amp;T IPTF Bundled Discount</b>
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	0.00%	Not available
Telephone Number Charge	MRC, per Number	50.00%	Not Available

<b>Table C: Calling Plan C (IP Local and IP Long Distance Bundle)</b>			
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>	<b>AT&amp;T IPTF Bundled Discount</b>
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	85.00%	0.00%
Telephone Number Charge	MRC, per Number	68.00%	Not available

<b>Table D: Calling Plan G (AT&amp;T IP Toll-Free Only)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>
AT&T IPTF Calling Plan Setup Fee	NRC, per Site	100.00%
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	100.00%
AT&T IPTF Calling Charge – US Interstate	Usage	20.00%
AT&T IPTF Calling Charge – US Intrastate	Usage	20.00%
AT&T IPTF Calling Charge – Canada to US	Usage	20.00%
AT&T IPTF Calling Charge – US to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Canada to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Non-US to US	Usage	20.00%
International Inbound Setup	NRC, per Site	20.00%
Universal Freephone (UIFN) Fee	NRC, per UIFN Number	20.00%
International Inbound per Country Charge	MRC, per country, per Site	20.00%
Routing Arrangement (APN) Charge	MRC, per Site	20.00%

**III. AT&T IP Transfer Connect Features (available for specified services only)**

<b>Table A: AT&amp;T IP Transfer Connect Features</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Discount</b>
IP Courtesy Transfer	NRC	100.00%
IP Courtesy Transfer	MRC	30.00%
IP Courtesy Transfer	Per Attempt	30.00%
IP Courtesy Transfer to Non-8YY Off-Net	Usage	30.00%
IP Redirect / IP Redirect with Data Forwarding	NRC	100.00%
IP Redirect / IP Redirect with Data Forwarding	Usage	20.00%

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<b>Table A: AT&amp;T IP Transfer Connect Features</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Discount</b>
IP InfoPack	NRC	100.00%
IP InfoPack	MRC	30.00%
IP InfoPack	Per Call	30.00%

**IV. Underlying Transport Services Support Charges**

<b>Table A: VoIP Module Card (AT&amp;T MIS or AT&amp;T MIS with MPLS PNT Transport Only)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Discount</b>
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	80.00%

<b>Table B: Help Desk and AT&amp;T CPE Charges (apply only if AT&amp;T VPN is the Underlying Transport Service)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%
VoIP Adapter – TDM, Service Establishment	NRC per Site	100.00%
VoIP Adapter – TDM	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	100.00%
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	100.00%

<b>Table C: AT&amp;T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&amp;T VPN is the Underlying Transport Service)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	100.00%

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

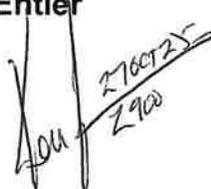
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*Memorandum*

**TO: Mayor Hoskins; Rachell Entler**  
**FROM: Chief Ken Gross**  
**DATE: 27Oct25**  
**SUBJECT: Probationary Police Officer (PPO) Need**

Handwritten signature and date: "K. Gross" and "27 Oct 25".

The recent resignation of Ofc. Connor Solms has created a need for the police department to hire one (1) probationary police officer.

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

cc: D.C. C. Chin  
Lt. D. Miller  
D. Murphy

October 28, 2025

**TO** Village of Forest Park  
**FROM** Historical Society of Forest Park (HSFP)  
**REASON** Raffle Permit for 11/16/2025 - HSFP 50<sup>th</sup> Anniversary Celebration

Dear Village of Forest Park:

See the attached raffle application for the Sunday November 16<sup>th</sup>, 2025 HSFP 50<sup>th</sup> Anniversary Celebration in the Village of Forest Park. We will be doing the raffle throughout the celebration party from 5 to 7 pm at Bab's Comedy Club on Madison. We will do a basket raffle and possibly a 50/50 raffle.

If you need further information or have questions please e-mail Kristen at [REDACTED] and thank you for your support.

Historical Society of Forest Park (HSFP)

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**OFFICER INFORMATION**

President/Chairperson's Name: Mark Boroughf

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

Secretary's Name (if applicable): Carol Gulyas

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

Treasurer's Name: Uli Leib

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

Raffle Manager's Name: \_\_\_\_\_

Address: [REDACTED]

Telephone #: 7 [REDACTED] Email: [REDACTED]

**RAFFLE INFORMATION**

**Traditional**

**50/50**

**Progressive**

**Ticket Sales:**

Date(s) of Raffle Ticket Sales (must not exceed 365 days): 11/16/2025 to 11/16/2025

Area(s) where Raffle Tickets will be sold: BABS Comedy Club of Forest Park

Raffle Ticket Price: \$5

Maximum number of tickets to be sold: 200

**Drawing(s):**

Date(s) and time(s) of raffle drawing: 5 to 7pm on 11/16/2025

Location of raffle drawing(s): 7316 Madison Street, Forest Park II 60130



**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.

Kristen Lyons      *Kristen Marie Lyons*

Applicant

Mark Boroughf

President/Chairman

Carol Gulyas

Secretary

Kristen Lyons      *Kristen Marie Lyons*

Raffle Manager

Subscribed and sworn to me this 28 day of October, 2025.

Waived

Notary Public

(SEAL)