



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025 at 7:00 PM

Jeffrey S. Braiman Council Chambers, Village Hall
50 Raupp Blvd, Buffalo Grove, IL 60089

1. Call to Order

- a. Pledge of Allegiance
- b. Roll Call

2. Approval of Minutes

- a. Draft Minutes of the December 2, 2024 Village Board Regular Meeting

3. Approval of Warrant

- a. Approval of Warrant #1376 (Trustee Bocek, Chris Black)

4. Village President's Report

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

All items listed on the Consent Agenda, which are available in this room this evening, are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered after all other items of business on the Regular Agenda under New Business.

- a. O-2025-1 Ordinance Authorizing the Certificate of Initial Acceptance for Link Crossing Phase 3 (Trustee Stein, Kyle Johnson)
- b. O-2025-2 Ordinance Authorizing a Development Improvement Agreement with D102 for Aptakisic Junior High School (Trustee Stein, Kyle Johnson)
- c. O-2025-3 Ordinance Authorizing a Development Improvement Agreement with the Buffalo Grove Park District for the Pump Track at Mike Rylko Park (Trustee Stein, Kyle Johnson)
- d. R-2025-1 IDOT Bi-Annual Permit (Trustee Stein, Kyle Johnson)
- e. O-2025-4 Ordinance Authorizing an Amendment to a General Engineering Services Agreement with Christopher B. Burke Engineering Ltd. (Trustee Stein, Kyle Johnson)

- f. R-2025-2 Resolution Authorizing a MFT Fund Utilization with IDOT (Trustee Stein, Kyle Johnson)
- g. O-2025-5 Ordinance Authorizing an Amendment to a Development Engineering Services Agreement with Christopher B. Burke Engineering Ltd. (Trustee Stein, Kyle Johnson)
- h. R-2025-3 Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Aptakisic Road (Trustee Stein, Kyle Johnson)
- i. R-2025-4 Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Arlington Heights Road (Trustee Stein, Kyle Johnson)
- j. R-2025-5 Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Buffalo Grove Road (Trustee Stein, Kyle Johnson)
- k. R-2025-6 Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Lake Cook Road (Trustee Stein, Kyle Johnson)
- l. R-2025-7 Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Weiland Road (Trustee Stein, Kyle Johnson)

9. Ordinances and Resolutions

- a. O-2025-6 Ordinance Authorizing Execution of a Contract with Advanced Tree Care for Tree Trimming, Tree Removal and Stump Removal Services (Trustee Bocek, James Warnstedt)
- b. O-2025-7 Ordinance Authorizing a Contract with National Power Rodding Corp. for the 2025 Sewer Televising Project (Trustee Stein, Kyle Johnson)
- c. O-2025-8 Ordinance Authorizing a Contract with Visu-Sewer for the 2025 Sewer Lining Project (Trustee Stein, Kyle Johnson)
- d. O-2025-9 Ordinance Authorizing an Engineering Services Agreement with Civiltech Engineering, Inc. for a Checker Drive Phase I Engineering Study. (Trustee Stein, Kyle Johnson)
- e. R-2025-8 Resolution Authorizing the Village Manager to Execute a Use Agreement and License with Aptakisic-Tripp School District 102 for the Village Owned Property at 1650 Leider Lane (Trustee Johnson, Christopher Stilling)

10. Unfinished Business

11. New Business

12. Public Comment

Public Comment is limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village Board business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to

individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

14. Adjournment

The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m. The Board does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 847-459-2500 to allow the Village to make reasonable accommodations for those persons.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 2.a.

Draft Minutes of the December 2, 2024 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the December 2, 2024 Village Board Regular Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Minutes - 12/02/2024 Regular Meeting



**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS
MONDAY, DECEMBER 2, 2024**

CALL TO ORDER

President Smith called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: President Smith; Trustees Johnson, Cesario, Ottenheimer, Stein, Bocek, and Weidenfeld.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Jim Warnstedt, Deputy Director of Public Works; Tom Wisniewski, Buyer; Katie Golbach, Director of Human Resources; Tyler Grace, Assistant Village Manager/Administrative Services; Nicole Woods, Director of Community Development; Chris Black, Director of Finance; Christine Berman, Deputy Director of Finance; Molly Gillespie, Communications Director; Geoff Tollefson, Director of Golf Operations; Fire Chief Kane; Police Chief Budds; and Deputy Police Chief Spolar.

APPROVAL OF MINUTES

Moved by Stein, seconded by Ottenheimer, to approve the minutes of the November 4, 2024, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

Moved by Johnson, seconded by Cesario, to approve the minutes of the November 18, 2024, Special Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Ottenheimer, Stein, Bocek
NAYS: 0 – None
ABSTAIN: 1 – Weidenfeld
Motion declared carried.

WARRANT #1375

Mr. Black read Warrant #1375. Moved by Bocek, seconded by Ottenheimer, to approve Warrant #1375 in the amount of \$8,943,494.36 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

VILLAGE PRESIDENT'S REPORT

Chief Budds and Brittany Wilson introduced **Colby Nixon**, a junior at Stevenson High School. Colby is a member of Boy Scout Troop 140 in Buffalo Grove, and in order to obtain the rank of Eagle Scout, Colby is completing a service project that works to reduce the impact of prescription drug abuse. As part of his project, Colby shared with the Board information about the Deterra drug deactivation system, how it works and how it can help our community. Colby will also be going out into the community to share this information by visiting schools, libraries and any organizations that would like to know more about the Deterra drug deactivation system.

VILLAGE MANAGER'S REPORT

Mr. Bragg reported that the **2025 Buffalo Grove Village Board Meeting Schedule** has been finalized, noting that, beginning in January, Village Board Meetings will begin at 7:00 P.M. rather than 7:30 P.M.

SPECIAL BUSINESS

President Smith re-opened the **Public Hearing for the FY 2025 Village Budget** at 7:41 P.M.

President Smith asked if there were any questions from the Board or the audience.

Board members praised the entire staff for delivering a budget that prioritizes quality of life, public health and safety as well as infrastructure, all with a 0% increase in the tax levy for the sixth straight year.

At 7:45 P.M., President Smith continued the Public Hearing until later in this meeting.

TRUSTEE REPORTS

Trustee Johnson reported on another successful **Farmer's Market** in 2024, realizing a net profit of \$5,200.00. Trustee Johnson noted that anyone interested in joining the committee should fill out an application provided on our website – vbg.org.

Trustee Cesario reported that our quarterly **Blood Drive** will be held this coming Saturday at the Alcott Center and urged everyone eligible to donate this life-saving necessity.

CONSENT AGENDA

President Smith explained the Consent Agenda, stating that any member of the audience or the Board could request that an item be removed for full discussion; there were no such requests. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda.

Ordinance No. 2024-109 – Fire Station 27

Motion to pass Ordinance No. 2024-109 authorizing Execution of an Amendment with Tiles in Style, LLC for Warranty Work regarding the Fire Station 27 Apparatus Bay.

Ordinance No. 2024-110 – GIS Partners

Motion to pass Ordinance No. 2024-110 authorizing Execution of a Supplemental Statement of Work with Municipal GIS Partners.

Ordinance No. 2024-111 - Order of Proceedings

Motion to pass Ordinance No. 2024-111 amending Municipal Code Chapter 2.49 Order of Proceedings.

Ordinance No. 2024-112 – Vulcan Construction

Motion to pass Ordinance No. 2024-112 authorizing Execution of a Contract with Vulcan Construction Materials, LLC for Aggregate Material.

Various Projects

Motion to authorize to Bid Various Projects for FY 2025.

FY 2025 Projects

Authorization to Waive Bids and Seek Competitive Proposals for Projects in FY 2025.

Ordinance No. 2024-113 – Wold Architects

Motion to pass Ordinance No. 2024-113 authorizing execution of Section 179D Energy Efficient Commercial Buildings Deduction Allocation for Wold Architects & Engineers.

Ordinance No. 2024-114 – Lazy Dog Restaurant

Motion to pass Ordinance No. 2024-114 amending Title 5.20 Liquor Controls to reserve Class A and Class C Liquor Licenses for Lazy Dog Colorado Ops, LLC d/b/a Lazy Dog Restaurant & Bar.

Ordinance No. 2024-115 – Procedures

Motion to pass Ordinance No. 2024-115 amending Title 2.02 Procedures of the Corporate Authorities.

Ordinance No. 2024-116 – Fees & Fines

Motion to pass Ordinance No. 2024-116 amending Appendix A, Fees and Fines.

Special Flag Schedule

Motion to approve Acceptance of the 2025 Special Flag Schedule.

Mayors' Monarch Pledge Day

Motion to approve Proclamation recognizing Mayors' Monarch Pledge Day in Buffalo Grove.

Ordinance No. 2024-117 – Temporary Fire Station

Motion to pass Ordinance No. 2024-117 approving an Amendment to Special Use for a Temporary Fire Station at 51 Raupp Boulevard.

Ordinance No. 2024-118 – 505 W. Dundee Road

Motion to pass Ordinance No. 2024-118 approving an Amendment to the Preliminary Plan and Special Use with Zoning Variations for a New Fire Station, Communication Tower and Accessory Structures at 505 W. Dundee Road.

Ordinance No. 2024-119 – Special Use

Motion to pass Ordinance No. 2024-119 approving a Special Use for a Planned Development, Re-Subdivision, and Zoning Variation to accommodate for the properties located at 1020-1040 Lake Cook Road, 151–201 Hastings Drive, and 301 Hastings Drive.

Moved by Ottenheimer, seconded by Bocek, to approve the Consent Agenda as presented. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2024-120 – DONATION AGREEMENT

Moved by Cesario, seconded by Johnson, to pass Ordinance No. 2024-120 authorizing the allocation of \$58,000.00 per year for the next four years from the Opioid Settlement Funds to OMNI/Edge to hire a Licensed Professional Counselor in-house at Buffalo Grove High School.

Deputy Chief Spolar reviewed the proposed ordinance, details of which are contained in Chief Budds' memo to Mr. Bragg of November 15, 2024, after which he responded to questions and comments from the Board.

Trustee Stein explained why he will be abstaining from this subject.

Board members commented that this is the perfect use for the Opioid Fund and are very proud that Buffalo Grove is participating in this partnership.

Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Ottenheimer, Bocek, Weidenfeld
NAYS: 0 – None
ABSTAIN: 1 – Stein
Motion declared carried.

ORDINANCE NO. 2024-121 – COLLECTIVE BARGAINING

Moved by Ottenheimer, seconded by Johnson, to pass Ordinance No. 2024-121 approving a Collective Bargaining Agreement and Memorandum of Understanding (MOU) between the Village of Buffalo Grove and the Metropolitan Alliance of Police (MAP) Buffalo Grove Police Patrol Officer Chapter #672.

Ms. Golbach reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that she prepared, after which she answered questions from the Board.

Board members complimented all parties involved for all the work that went into this agreement and noted that their efforts are appreciated.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

ORDINANCE NO. 2024-122 – FIXED FACILITY FEE

Moved by Bocek, seconded by Weidenfeld, to pass Ordinance No. 2024-122 amending Chapter 13 of the Village Code pertaining to the Fixed Facility Fee.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated November 5, 2024, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

ORDINANCE NO. 2024-123 – LEVY & COLLECTION OF TAXES

Moved by Bocek, seconded by Johnson, to pass Ordinance No. 2024-123 to levy and collect taxes for the Fiscal Year Commencing on the 1st day of January 2025 and ending the 31st day of December 2025.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated December 2, 2024, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None
Motion declared carried.

ORDINANCE NO. 2024-124 – ABATING TAXES

Moved by Bocek, seconded by Weidenfeld, to pass Ordinance No. 2024-124 abating taxes levied for the Village of Buffalo Grove, Cook and Lake Counties, Illinois.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated December 2, 2024, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

RESOLUTION NO. 2024-27 – LOSS IN COLLECTION - COOK

Moved by Bocek, seconded by Weidenfeld, to pass Resolution No. 2024-27 requesting the County of Cook not to collect the Loss in Collection of Taxable Property in the Village of Buffalo Grove.

Mr. Black reviewed the proposed resolution, as well as the following resolution, details of which are contained in the Agenda Item Summary that he prepared, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

RESOLUTION NO. 2024-28 – LOSS IN COLLECTION - LAKE

Moved by Bocek, seconded by Weidenfeld, to pass Resolution No. 2024-28 requesting the County of Lake not to collect the Loss in Collection of Taxable Property in the Village of Buffalo Grove.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

ORDINANCE NO. 2024-125 – FISCAL YEAR 2025 BUDGET

Moved by Bocek, seconded by Ottenheimer, to pass Ordinance No. 2024-125 adopting the Fiscal Year 2025 (January 1-December 31, 2025) Budget for the Village of Buffalo Grove.

Staff was commended for their efforts in putting this document together.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

Moved by Bocek, seconded by Ottenheimer, to close the Public Hearing. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None
Motion declared carried.

President Smith closed the Public Hearing at 8:12 P.M.

RESOLUTION NO. 2024-29 – 2025 PAY RANGES

Moved by Ottenheimer, seconded by Johnson, to pass Resolution No. 2024-29 approving the 2025 pay ranges for the Village of Buffalo Grove employees.

Ms. Golbach reviewed the proposed resolution, details of which are contained in the Agenda Item Summary that she prepared.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

MEETING CANCELLATION

Moved by Johnson, seconded by Cesario, to cancel the December 16, 2024, Regular Meeting of the Buffalo Grove Village Board. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

PUBLIC COMMENT

President Smith reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were no such questions.

ADJOURNMENT

Moved by Cesario, seconded by Weidenfeld, to adjourn the meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

The meeting was adjourned at 8:15 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 6th DAY OF January 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 3.a.

Approval of Warrant #1376

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1376 in the amount of \$7,030,450.58

Summary

Approval of Warrant #1376 in the amount of \$7,030,450.58

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

1. Summary Warrant 1376



VILLAGE OF BUFFALO GROVE WARRANT #1376
6-Jan-25

General Fund:	394,448.71
Parking Lot Fund:	308.10
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	250,719.72
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	8,360.00
Capital Projects-Facilities:	629,361.66
Capital Projects-Vehicles/Equipment:	112,406.20
Capital Projects-Streets:	599,127.11
Retiree Health Savings (RHS):	0.00
Water Fund:	782,538.76
Buffalo Grove Golf Fund:	1,488.89
Arboretum Golf Fund:	1,900.49
Refuse Service Fund:	69,168.00
Information Technology Internal Service Fund:	365,227.36
Central Garage Internal Service Fund:	80,858.46
Building Maintenance Internal Service Fund:	99,904.58
	<u>3,395,818.04</u>
PAYROLL PERIOD ENDING 12/01/2024	1,282,532.50
PAYROLL PERIOD ENDING 12/15/2024	1,096,843.52
PAYROLL PERIOD ENDING 12/29/2024	1,255,256.52
TOTAL WARRANT #1376	<u><u>7,030,450.58</u></u>

APPROVED FOR PAYMENT BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF BUFFALO GROVE, ILLINOIS

Village Clerk

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.a. O-2025-1

Ordinance Authorizing the Certificate of Initial Acceptance for Link Crossing Phase 3

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of the Certificate of Initial Acceptance for Link Crossing Phase 3.

Summary

Background

The Developer of Link Crossing Phase 3, located on Didier Court and associated side streets, has completed the required improvements and is recommended to be moved to the one-year maintenance period beginning January 6, 2025. Phase 3 includes the entire area west of the creek and north of Phases 1A & 1B. Staff recommends approval of the Certificate of Initial Acceptance for the Development for Phase 3.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Draft Ordinance - Park Place CIA 12-18-24
2. CIA - Link Phase 3 12-18-2024



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR LINK CROSSING PHASE 3 IN THE VILLAGE OF BUFFALO GROVE

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to execute a Certificate of Initial Acceptance with K. Hovnanian Homes for Phase 3 of the Link Crossing development located at Didier Court and associated side streets in the Village of Buffalo Grove,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village President is authorized to execute a Certificate of Initial Acceptance with K. Hovnanian Homes for Phase 3 of the Link Crossing development located at Didier Court and associated side streets in the Village of Buffalo Grove,

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBDIVISION Link Crossing DEVELOPER K. Hovnanian Homes

UNIT NO. Phase 3 LOCATION Didier Court and side streets

Dedicated Public Right of Way (if any): _____

Description of Public Improvements: Road and right-of-way, parkways, sidewalk and bike path, sanitary sewer, storm sewer & water main for collection and distribution.

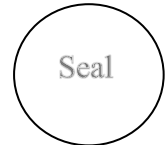
Description of Private Improvements: Parking areas within culdesacs, common property for home owner's association, water/sanitary/storm service connections, storm sewer system with detention basins.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated _____, which was prepared by the Village of Buffalo Grove.

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements including soil erosion and sediment control measures have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Public Works Department has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

Village Engineer

Date

PUBLIC WORK DIRECTOR'S CERTIFICATION

I hereby certify that the Director of Public Works has caused to be inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Meeting Date: _____

Village President

Date



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.b. O-2025-2

Ordinance Authorizing a Development Improvement Agreement with D102 for Aptakisic Junior High School

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of a Development Improvement Agreement with District 102 for Aptakisic Junior High School, subject to final approval by the Village Attorney.

Summary

The Aptakisic Tripp Community Consolidated School District 102 is proposing improvements to Aptakisic Junior High and the District building located at 1231 Weiland Road and 1351 Abbott Court. The project includes constructing a gym addition to the school as well as a parking lot addition, and utility modifications to allow for all the improvements.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include stormwater management, parking lots, and all of the utilities such as water main and sanitary sewer. The School District and their contractors will be required to improve the site per approved plans/designs.

Engineering and legal staff at the Village are currently working with the School District and their consultants to finalize all documentation necessary to approve the DIA. Staff recommends Village Board approval of the DIA subject to review and approval by the Village Attorney once all information has been received.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Draft Ordinance - D102 Gym & Parking Lot DIA
2. DIA Aptakisic Jr. High Gym & Parking Lot 12-18-24





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT WITH APTAKISIC- TRIPP COMMUNITY CONSOLIDATED SCHOOL DISTRICT 102

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to enter into a Development Improvement Agreement (DIA) with the Aptakisic-Tripp Community Consolidated School District 102 ("Developer") for site improvements associated with the Aptakisic Junior High Gym and Parking Lot Additions.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Development Improvement Agreement is approved subject to review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Aptakisic Junior High Gym and Parking Lot Additions
Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 6th day of January 2025 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Aptakisic-Tripp Community Consolidated School District 102, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by, CAGE Engineering, Inc., and Wold Architects and Engineers (Gym Addition), who are registered professional engineers (the "Site Plan"), which Preliminary Plans were approved by the Village pursuant to Ordinance No. _____ and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to assure the Village as to the completion of certain site improvements, as a condition precedent to the issuance of building permits for any buildings to be constructed on the Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Developer is a governmental entity in the Village authorized under the Illinois School Code to improve facilities under its jurisdiction. The Aptakisic-Tripp Community Consolidated School District 102 shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the "Improvements"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the

Village's Development Ordinance).

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto.

3. All work shall be subject to inspection by and the approval of the Village Engineer. It is agreed that the contractors who are engaged to construct the Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. The Developer has paid or will pay the Village a Review and Inspection Fee, as required by Ordinance. It is understood that said fee is based on the amount of the contracts or cost estimate for those items in Exhibit "B".

5. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer, and/or its contractors shall furnish the Village with evidence of insurance covering their employees in such amounts and coverage as is acceptable to the Village. Nothing herein shall waive any immunities the Village May assert in response to or defense of any such claim.

In addition, by its execution of this Agreement, the Developer agrees, to the extent authorized under Village Code, to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents, against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the performance of the work of the Developer, independent contractors or sub-contractors or their officers, agents, or employees. The Developer shall have no liability or damages for the costs incident thereto to the extent caused by the sole negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents, or employees.

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time

limits shown on the Plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence.

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water, and storm sewer systems) have been installed and made ready to service the Property; and that all parking lots or access drives (to include curbs) set forth in the Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which parking lots or access drives have been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9. The Developer acknowledges that they are responsible for the proper control of weeds, grass, refuse, and junk on all property which he owns within the Village in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. It is further agreed that the Developer shall continue to be responsible for the proper maintenance of any parcels of property for which the Developer transfers ownership to the Village until such time as the development's Improvements are accepted by the Village in writing in accordance with the provisions of this Agreement.

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is provided this notice, the Village may perform the maintenance and may issue a Stop Work Order or also may revoke all permits which the Developer had been granted.

10. The Developer agrees that no Improvements constructed in conjunction with this project are sized or located in such a way as to warrant any recapture payment to the Developer pursuant to any applicable previous agreements.

11. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one-year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

12. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Preliminary Plan dated October 29, 2024, and Preliminary Plans dated January 8, 2024 and the obligations contained therein.

13. Neither party shall cause this Agreement (or any memorandum hereof) to be recorded against the Property.

15. Neither party shall assign this Agreement or any of its terms without the prior, express and written consent of the other party. Furthermore, no assignment of the Developer's obligations shall be effective unless and until the Village approves the language of any proposed assignment and substitute security in the amounts required by this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Aptakisic-Tripp Community Consolidated School District 102
1351 Abbott Court
Buffalo Grove, IL 60089

By: _____
Name: Dr. Jessica McIntyre
Title: Superintendent

Aptakisic Junior High Gym and Parking Lot Additions
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 IN ABBOTT BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED JULY 9, 1991 AS DOCUMENT 3038077, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: **1351 ABBOTT COURT, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-28-418-001

AREA = 90,017 SQ. FT. OR 2.06 ACRES

PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 957.67 FEET TO THE CENTER LINE OF APTAKISIC ROAD (NOW CALLED WEILAND ROAD); THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID ROAD 618 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 616.64 FET TO THE POINT OF BEGINNING. EXCEPT THAT PART LYING EAST AND SOUTH OF THE CENTER THREAD OF THE CREEK RUNNING IN A NORTHERLY DIRECTION THROUGH SAID PROPERTY IN QUESTION. EXCEPT WINDBROOK SUBDIVISION. EXCEPT ANY PARTS TAKEN FOR ROAD PURPOSES AND THAT PART OF THE LAND DEDICATED IN THE PLAT OF DEDICATION RECORDED DECEMBER 27, 1989 AS DOCUMENT No. 2864096 AND THAT PART OF THE LAND CONVEYED IN WARRANTY DEED RECORDED JANUARY 9, 2019 AS DOCUMENT No. 7536398.

KNOWN AS: **1231 WEILAND ROAD, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-28-418-001

AREA = 408,842 SQ. FT. OR 9.39 ACRES

PARCEL 3:

LOT 2 IN WINDBROOKE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE SOUTHWEST QUARTER OF SECTION 27, ALL IN TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1986, AS DOCUMENT NUMBER 2411928, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: **WINDBROOK SUBDIVISION, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-28-410-001

AREA = 171,524 SQ. FT. OR 3.94 ACRES

Aptakisic Junior High Gym and Parking Lot Additions
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including (to the extent applicable) earthwork, grading, roads or streets, parking lots, areas and/or parking facilities, sidewalks, storm sewers, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

Aptakistic Junior High Gym and Parking Lot Additions
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: CAGE Engineering, Inc. and LG Workshop LLC.

Entitled: Aptakistic Junior High School Facility Shed & Parking Expansion

Consisting of: 14 sheet(s), last revised 12/18/2024

Final Engineering and Landscaping Plans prepared by: Wold Architects and Engineers

Entitled: Aptakistic JH Additions and Renovations

Consisting of: 9 sheet(s), last revised January 8, 2024

(see following pages)

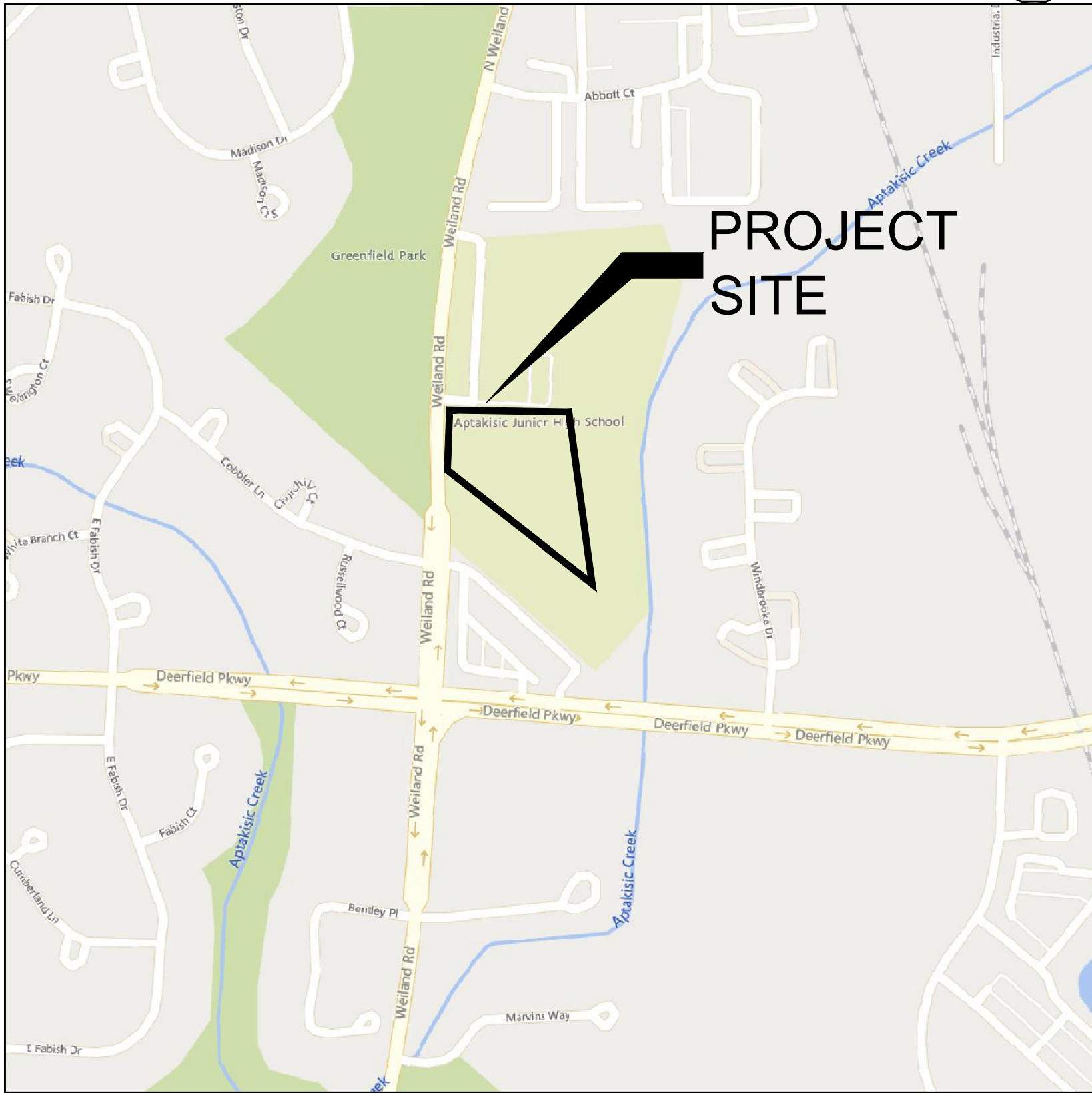
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BID DOCUMENTS FOR APTAKISIC JR. HIGH SCHOOL PARKING EXPANSION

1231 WEILAND RD.
BUFFALO GROVE, IL 60089

LOCATION MAP



SECTION 28, TOWNSHIP 43N, RANGE 11E

Sheet List Table	
Sheet Title	Sheet Number
SITE LOCATION MAP & CIVIL LEGEND	C0.0A
GENERAL NOTES & SPECIFICATIONS	C0.1A
EXISTING CONDITIONS & DEMOLITION PLAN	C1.0A
SITE LAYOUT PLAN	C2.0A
SITE SIGNAGE & STRIPING PLAN	C2.1A
SITE GRADING PLAN	C3.0A
SOIL EROSION & SEDIMENT CONTROL PLAN	C4.0A
SOIL EROSION & SEDIMENT CONTROL DETAILS	C4.1A
SITE UTILITY PLAN	C5.0A
CONSTRUCTION DETAILS	C6.0A
TRUCK TURN EXHIBIT	C7.0A

EXISTING LEGEND	PROPOSED LEGEND
EXISTING TREE	COMBINATION CURB & GUTTER
CURB & GUTTER	DEPRESSED CURB & GUTTER
EXISTING BUILDING	FULL-DEPTH ASPHALT PARKING LOT PAVEMENT
PCC SIDEWALK	FULL-DEPTH ASPHALT WALKING PATH PAVEMENT
GAS SERVICE	PCC SIDEWALK
ELECTRIC SERVICE	STORM SEWER
STORM SEWER	STORM STRUCTURE
SANITARY SEWER	FLOW ARROW
WATER MAIN	OVERLAND FLOOD ROUTE
CABLE LINE	TOP OF SIDEWALK GRADE
OVERHEAD UTILITY LINE	TOP OF CURB GRADE
COMMUNICATION LINE	PAVEMENT GRADE
FIBER OPTIC LINE	GROUND GRADE
FENCE	MAJOR CONTOUR
STORM STRUCTURE	MINOR CONTOUR
SANITARY MANHOLE	
CLEANOUT	
WATER METER	
VALVE VAULT	
VALVE BOX	
HYDRANT	
GAS METER	
ELECTRIC METER	
PARKING LOT LIGHT	
UTILITY POLE	
GUY WIRE	
TRANSFORMER	
FIBER OPTIC BOX	
FIBER OPTIC PEDESTAL	
CABLE PEDESTAL	
PHONE PEDESTAL	
ELECTRIC PEDESTAL	
MAJOR CONTOUR	
MINOR CONTOUR	



2025
BUILDING
RENOVATIONS

at
Pritchett Elementary
School
200 Horatio Blvd.
Buffalo Grove, IL 60089

Tripp Elementary
School
850 Highland Grove
Drive
Buffalo Grove, IL 60089

Meridian Middle School
2195 Brandywyn, Ln.
Buffalo Grove, IL 60089
Aptakisic Junior High
School
1231 Weiland Road
Buffalo Grove, IL 60089

for the
BOARD of EDUCATION
Aptakisic-Tripp
Community
Consolidated School
District 102

1351 Abbott Court
Buffalo Grove, IL 60089



ISSUED FOR CONSTRUCTION
THIS SET OF DOCUMENTS IS FOR CLARIFICATION OF
ADDENDA ONLY. THE DRAWING PORTIONS OF ADDENDA
HAVE BEEN INCORPORATED INTO THESE CONSTRUCTION
DOCUMENTS. PLEASE REFER TO THE ORIGINAL
CONTRACT AND SPECIFICATION ITEMS.
IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY
THAT ALL ADDENDA ITEMS HAVE BEEN INCORPORATED.
THESE DOCUMENTS ARE TO BE USED IN CONJUNCTION
WITH THE ORIGINAL BID AND CONTRACT
DOCUMENTS.

BASE BID #2

REVISIONS		
No.	Date	By
01	10/30/24	AD1
02	11/05/24	AD2
03	11/08/24	AD3
04	12/19/24	IFC

Project Number:
23153

Issue Date:
December 19, 2024

Drawn by:
DJB/RAK

Sheet Title:
SITE LOCATION MAP & CIVIL
LEGEND

Sketch Number:

Sheet Number:

C0.0A

GENERAL REQUIREMENTS:

- ALL WORK SHALL BE IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (HEREIN AFTER REFERRED TO AS STANDARD SPECIFICATIONS) ADOPTED JANUARY 1, 2024 AND SUPPLEMENTAL SPECIFICATIONS. WITHIN THE STANDARD SPECIFICATIONS, ARTICLES 105.01, 105.09, 105.10, 105.11, 105.12, 105.13 AND SECTION 109 SHALL NOT BE INCORPORATED INTO THIS CONTRACT.
- SCOPE OF WORK: THE PROPOSED IMPROVEMENTS CONSIST OF SUPPLYING ALL THE NECESSARY LABOR, MATERIAL AND EQUIPMENT TO SATISFACTORILY CONSTRUCT AND INSTALL ALL IMPROVEMENTS ACCORDING TO THE PLANS DESIGNATED HEREIN.
- CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO LOCATE AND PROTECT ALL UNDERGROUND FACILITIES/UTILITIES DURING CONSTRUCTION OPERATIONS AS OUTLINED IN ARTICLE 107.31 OF THE STANDARD SPECIFICATIONS AND CONTACT THE OWNER. ANY DAMAGE TO ANY UTILITIES SHALL BE PROMPTLY REPORTED TO THE OWNER. REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE UNDERGROUND UTILITIES SHOWN HEREIN ARE APPROXIMATE AND BASED ON THE ACTUAL LOCATION OF SURFACE STRUCTURES AND PLANS PROVIDED BY THE OWNER. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE OWNER, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, AND MARKING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. REROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND OWNER. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITY PROPERTY FROM CONSTRUCTION OPERATIONS.
- THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN MARKINGS AND ASSOCIATED HAZARD WARNING LIGHTS, DELINEATOR FENCE, AND OTHER ASSOCIATED FACILITIES AS REQUIRED FOR OPEN TRENCHES, EXCAVATIONS, TEMPORARY STOCK PILES, AND PARKED CONSTRUCTION EQUIPMENT THAT MAY POSE A POTENTIAL HAZARD AS PART OF THE DAILY OPERATIONS AT THIS SITE. CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY.
- CONTRACTOR SHALL CONTINUOUSLY COMPARE ALL LINES, GRADES, AND OTHER INFORMATION APPEARING ON THE PLANS WITH THE ACTUAL LINES, GRADES, AND SITE CONDITIONS. ANY DISCREPANCIES THAT MAY AFFECT THE PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY REPORTED TO THE OWNER AND ENGINEER IN WRITING FOR DISPOSITION BEFORE CONTRACTOR PROCEEDS WITH THE WORK. CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR THE WORK COMPLETED PRIOR TO THE REPORT TO THE OWNER AND ENGINEER, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION OF THE WORK PRIOR TO THE REPORT TO THE OWNER AND ENGINEER.
- CONTRACTOR PARKING AND LAYDOWN AREAS SHALL BE COORDINATED WITH THE OWNER.
- PRIOR TO PERFORMING ANY WORK IN OR ON THE RIGHT OF WAY OF ANY CITY OR STATE ROADWAY, THE CONTRACTOR SHALL NOTIFY THE CITY / STATE TRAFFIC ENGINEER'S OFFICE. THE CONTRACTOR SHALL ERECT WARNING SIGNS AND BARRICADES TO PROTECT THE TRAVELING PUBLIC AND HIS WORKERS. THE SIGNING AND BARRICADING SHALL CONFORM TO THE APPROPRIATE APPLICATIONS OUTLINED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES OR AS OTHERWISE DIRECTED BY THE CITY / STATE TRAFFIC ENGINEER. IF PERMITS ARE REQUIRED TO CONDUCT THE WORK, THE CONTRACTOR SHALL SECURE THE PERMITS AND SUPPLY THEM TO THE OWNER AT NO ADDITIONAL COST. ALL FULL WIDTH LANE CLOSURES, PARTIAL LANE CLOSURES, AND CONSTRUCTION ADJACENT TO PAVEMENT SHALL BE IDENTIFIED, SIGNED, AND BARRICADES ERECTED IN CONFORMANCE WITH THE APPLICABLE ARTICLES OF SECTION 701 OF THE STANDARD SPECIFICATIONS AND THE MUNICIPALITY'S REQUIREMENTS. ALL TRAFFIC PROTECTION, BOTH ONSITE AND OFFSITE, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- CONTRACTOR SHALL REMOVE EARTHEN MATERIALS, EXISTING SURFACES, AND STRUCTURES AS REQUIRED. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OFF-SITE AND SHALL BE INCIDENTAL TO THE CONTRACT.
- WHEN CONCRETE IS PLACED ABUTTING STRUCTURES, FOUNDATIONS OR EXISTING SIDEWALKS, A BOND BREAKER CONSISTING OF 1" P.I.F. AND ELASTOMERIC JOINT SEALANT SHALL BE USED FULL DEPTH UNLESS OTHERWISE NOTED.
- MAXIMUM CONSTRUCTION JOINT SPACING ON CONCRETE CURB AND GUTTER OR CONCRETE GUTTER SHALL NOT EXCEED 20'.
- SIDEWALK RAMPS FOR ADA SHALL BE IN ACCORDANCE WITH THE DETAILS SHOWN HEREIN. DETECTABLE WARNINGS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
- HOT-MIX ASPHALT PAVEMENT PATCHING SHALL BE IN ACCORDANCE WITH SECTION 442 OF THE STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND SUBMITTING ELECTRONIC AS-BUILT DRAWINGS, FOR UTILITIES AND DETENTION AREAS, TO THE OWNER AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROJECT ACCEPTANCE.
- CONSTRUCTION STAKING, LAYOUT, AND GRADING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR USING THE BASIC TOPOGRAPHIC SURVEY CONTROLS PROVIDED IN THE PLANS. CONTRACTOR SHALL VERIFY SURVEY CONTROLS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES IN THE SURVEY CONTROLS SHALL BE REPORTED TO THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION. ANY ADDITIONAL SURVEY CONTROLS REQUIRED FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL COORDINATE ALL UTILITY LINE CROSSINGS TO ENSURE ALL PIPES MAINTAIN MINIMUM COVER, MINIMUM CLEARANCES, AND PROPER SEPARATION. GRAVITY LINES SHALL HAVE PRECEDENCE OVER PRESSURIZED LINES.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL ITEMS INCORPORATED INTO THE WORK FOR ENGINEER REVIEW AND APPROVAL A MINIMUM OF 4 WEEKS PRIOR TO ORDERING.
- REFERENCES TO "INSPECTION" OR "INSPECTOR" IN THE SPECIFICATIONS SHALL NOT CREATE, IMPOSE, OR GIVE RISE TO ANY DUTY OWED BY THE OWNER OR ENGINEER TO THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER. ALL IMPROVEMENTS SHALL BE SUBJECT TO INSPECTION BY A DULY AUTHORIZED AND QUALIFIED OWNER'S REPRESENTATIVE BOTH DURING THE COURSE OF CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE. THE INSPECTOR SHALL HAVE AUTHORITY OVER MATERIALS OF CONSTRUCTION, METHODS OF CONSTRUCTION AND WORKSMANSHIP TO ENSURE COMPLIANCE WITH WORKING DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE FOR REASONABLE TESTS AND PROOF OF QUALITY OF MATERIALS AS REQUESTED BY THE INSPECTOR. UPON DUE CAUSE, WHICH SHALL INCLUDE WEATHER CONDITIONS, WORKMANSHIP OR NON-ADHERENCE TO THE APPROVED PLANS AND SPECIFICATIONS, THE INSPECTOR SHALL HAVE THE AUTHORITY TO STOP CONSTRUCTION.
- WHERE SECTION, SUB-SECTION, SUBDIVISION, OR PROPERTY MONUMENTS ARE ENCOUNTERED, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL PROPERTY MARKERS UNTIL AN OWNER OR AUTHORIZED SURVEYOR HAS WITNESSED OR REFERENCED THEIR LOCATION.
- ALL TRENCH BACKFILL SHALL BE IMPORTED GRANULAR MATERIAL UNLESS EXISTING GRANULAR MATERIALS ARE SPECIFICALLY APPROVED BY THE OWNER'S REPRESENTATIVE.
- ALL AGGREGATE BASE COURSE SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY.
- ALL AGGREGATE BASE AREAS TO BE PAVED (PAVEMENT, SIDEWALK, CURB, OR STRUCTURES) SHALL BE PROOF-ROLLED WITH SEVERAL PASSES OF A FULLY LOADED DUMP TRUCK. CONTRACTOR SHALL NOTIFY THE OWNER AND/OR ENGINEER 24 HOURS PRIOR TO PROOF ROLL AND SHALL MAKE ALL CORRECTIONS TO PROVIDE A SATISFACTORY SUBGRADE.
- ANY UNCONTROLLED CRACKING THAT OCCURS IN CONCRETE PAVEMENT, SIDEWALK, CURB, OR CURB AND GUTTER PRIOR TO FINAL ACCEPTANCE SHALL BE ROUTED OR SAWED AND SEALED ACCORDING TO THE STANDARD SPECIFICATIONS.

- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY WORK IN AND AROUND UTILITY-OWNED INFRASTRUCTURE AND MAKE THEM AWARE OF WORK TO BE PERFORMED.
- ALL SIDEWALKS SHALL BE 4 INCHES IN THICKNESS AND CONSTRUCTED TO THE WIDTH SHOWN ON THE PLANS. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MIN. CROSS SLOPE OF 1% AND A MAX. CROSS SLOPE OF 2%. SIDEWALK THICKNESS SHALL BE INCREASED TO A MINIMUM 6" AT DRIVEWAYS OR AS REQUIRED BY THE MUNICIPALITY.
- ANY SIDEWALKS, FENCES, AND OTHER ITEMS NOT SHOWN TO BE REMOVED, BUT DAMAGED DURING CONSTRUCTION, SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 48 HOURS PRIOR TO CONNECTING TO OR INSTALLING ANY PUBLIC SEWER OR WATER MAINS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE PROJECT SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, THE CONTRACTOR MUST IMMEDIATELY PROVIDE THE INFORMATION TO THE ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK EFFECTED BY OMISSIONS OR DISCREPANCIES. IF THE CONTRACTOR FAILS TO SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL.

EXISTING TOPOGRAPHY:

- ALL UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE DERIVED FROM EXISTING UTILITY MARKINGS, OLD SITE PLANS, UTILITY COMPANY MAPS, PRIVATE LOCATOR AND OBSERVED EVIDENCE.
- ALL PIPE SIZES REFERENCED HEREON ARE SHOWN ACCORDING TO UTILITY COMPANY MAPS, OLD SITE PLANS AND OBSERVED EVIDENCE. ALL PIPE SIZES AND INVERTS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.
- PRIOR TO ANY EXCAVATION CONTRACTORS SHALL CALL THE TOLL FREE 811 U.I.E. TELEPHONE NUMBER 1-800-892-0123. ALLOW 48 HOURS FOR LOCATIONS OTHER THAN EMERGENCY ASSISTANCE.

SITE DEMOLITION:

- EXISTING UTILITIES TO REMAIN, WHICH ARE DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION, SHALL BE REPAIRED AND/OR REPLACED WITHOUT ADDITIONAL COMPENSATION. CONFLICTS WITH PROPOSED CONSTRUCTION AND UTILITIES TO REMAIN ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONSTRUCTION MANAGER FOR COORDINATION WITH THE OWNER'S REPRESENTATIVE, ENGINEER, AND UTILITY COMPANY.
- NO DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL TAKE PLACE WITHIN PUBLIC RIGHT-OF-WAY UNTIL ALL PERMITS ARE SECURED.
- ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
- CONTRACTOR SHALL EMPLOY ALL MEASURES NECESSARY DURING DEMOLITION TO CONTROL EROSION AND INSURE THAT SEDIMENT DOES NOT LEAVE THE SITE. TRACKING OF DIRT ONTO PUBLIC STREETS AND EXISTING PARKING LOT SHALL BE CLEARED IMMEDIATELY, AND ALL SEDIMENT AND EROSION CONTROL ITEMS SHALL BE INSTALLED PRIOR TO CLEARING AND DEMOLITION WORK.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS AND BECOMING FAMILIAR WITH ALL CONSTRUCTION DOCUMENTS.
- ITEMS INDICATED TO BE REMOVED SHALL BE COMPLETELY REMOVED UNLESS INDICATED OTHERWISE.
- ITEMS INDICATED TO BE SALVAGED SHALL BE CAREFULLY REMOVED AND STORED IN A LOCATION DESIGNATED BY THE OWNER.
- ALL TREES AND BRUSH INDICATED TO BE REMOVED SHALL BE REMOVED COMPLETELY, INCLUDING ROOT BALLS.
- UNLESS OTHERWISE IDENTIFIED AND/OR NOTED ON THE DEMOLITION PLAN, CONTRACTOR SHALL FULLY DEMOLISH, REMOVE, AND LAWFULLY DISPOSE OF ALL EXISTING BUILDINGS, IMPROVEMENTS, AND RELATED APPURTENANCES AT THIS SITE AND PROPERTY. CONTRACTOR SHALL ALSO DEMOLISH, REMOVE, AND LAWFULLY DISPOSE OF EXISTING IMPROVEMENTS AND CONSTRUCTIONS IN THE PUBLIC RIGHT-OF-WAY NECESSARY TO ACCOMPLISH THE NEW PROJECT WORK DESCRIBED ELSEWHERE IN THESE BIDDING AND CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND APPROVALS FOR SUCH DEMOLITION WORK (BOTH INSIDE THE PROPERTY LINE AND IN THE PUBLIC RIGHT-OF-WAY) PRIOR TO COMMENCING ANY DEMOLITION OPERATIONS.
- CONTRACTOR SHALL FULLY PROTECT ALL SURROUNDING PROPERTIES FROM ANY AND ALL DAMAGE DURING DEMOLITION OPERATIONS, AND SHALL BE FULLY RESPONSIBLE FOR REPAIRING (TO A CONDITION ACCEPTABLE TO THE OWNER AND ARCHITECT) ANY AND ALL DAMAGE THAT DOES OCCUR.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROLS AND RELATED APPURTENANCES THAT ARE REQUIRED BY ANY APPLICABLE CODES AND ORDINANCES, DURING ALL DEMOLITION OPERATIONS.
- CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE SAFETY AND SECURITY OF THE PROJECT SITE AND ITS SURROUNDINGS DURING DEMOLITION OPERATIONS.
- ALL DEMOLISHED EXISTING MATERIALS, SYSTEMS, AND CONSTRUCTIONS SHALL BE DISPOSED OF IN A LAWFUL MANNER, AND WRITTEN RECORDS OF THE FINAL DESTINATION FOR THESE MATERIALS, SYSTEMS, AND CONSTRUCTIONS (INCLUDING ANY IDENTIFIED HAZARDOUS ITEMS) SHALL BE PROVIDED TO THE OWNER AND ENGINEER. ADDITIONALLY, SOME EXISTING MATERIALS AND SYSTEMS MAY NEED TO BE RECYCLED AND/OR OTHERWISE SALVAGED IN ORDER TO MEET THE SUSTAINABILITY AND LEED REQUIREMENTS OF THIS PROJECT. SEE OTHER PORTIONS OF THESE BIDDING AND CONSTRUCTION DOCUMENTS FOR SUCH REQUIREMENTS.
- EXISTING SITE SHALL BE CLEANED ON A DAILY BASIS THROUGHOUT THE DURATION OF DEMOLITIONS OPERATIONS; AND NO DEBRIS OR PRODUCTS OF DEMOLITION SHALL BE ALLOWED TO ACCUMULATE OUTSIDE THE BOUNDARIES OF THE SITE.
- CONTRACTOR SHALL FULLY COORDINATE ALL PROJECT DEMOLITION OPERATIONS, INCLUDING THE REMOVAL AND LAWFUL DISPOSAL OF ALL IDENTIFIED HAZARDOUS MATERIALS AND SYSTEMS.
- CONTRACTOR SHALL SUBMIT A COMPLETE WRITTEN PLAN AND SCHEDULE FOR ALL PROPOSED DEMOLITION WORK TO OWNER AND ARCHITECT FOR REVIEW AND COMMENT. PRIOR TO BEGINNING ANY SUCH OPERATIONS, DURING THE COURSE OF THIS DEMOLITION WORK, IF ANY ARTIFACTS OR OTHER UNUSUAL ITEMS ARE DISCOVERED, CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER IMMEDIATELY, BEFORE PROCEEDING ANY FURTHER. ANY EXPENSES RESULTING FROM THE FAILURE TO PROVIDE SUCH IMMEDIATE NOTIFICATION SHALL BE BORNE BY THE CONTRACTOR.

SITE LAYOUT:

- JOINTS IN SIDEWALK SHALL BE TOOLED AT 5' MAX. INTERVALS, UNLESS INDICATED OTHERWISE.
- NORTHING-EASTING COORDINATES AND DIMENSIONS FOR CURB AND GUTTER ARE TO FACE OF CURB.
- CONTRACTOR SHALL COORDINATE ALL WORK WITHIN PUBLIC RIGHT-OF-WAY WITH THE APPROPRIATE PUBLIC AGENCY. NOTIFICATION SHALL OCCUR A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WITHIN PUBLIC RIGHT-OF-WAY. ALL PERMITS ARE THE

RESPONSIBILITY OF THE CONTRACTOR.

- P.C. CONCRETE PAVEMENT AND SIDEWALKS SHALL BE CLASS PV AND CLASS SI, RESPECTIVELY, IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS AND BECOMING FAMILIAR WITH ALL CONSTRUCTION DOCUMENTS.
- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND DOOR LOCATIONS.
- CONTRACTOR SHALL COORDINATE EQUIPMENT PADS WITH EQUIPMENT MANUFACTURERS.

SITE GRADING AND EROSION CONTROL:

- ALL SUBGRADE EXCAVATION AND COMPACTION SHALL BE COMPLETED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE OWNER'S GEOTECHNICAL ENGINEERING CONSULTANT.
- ENGINEERED STRUCTURAL FILLS SHALL BE INCLUDED IN OVERALL SITE DEVELOPMENT TO PROVIDE ADEQUATE STRUCTURAL SUPPORT FOR THE FLOOR SLABS ON GRADE AND ADJOINING PAVEMENT AREAS. REFER TO THE GEOTECHNICAL REPORT FOR APPROVED FILL MATERIALS.
- WHERE FIRM FOUNDATION MATERIAL IS NOT ENCOUNTERED AT THE GRADE ESTABLISHED, DUE TO UNSUITABLE SOIL, ALL SUCH UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH APPROVED COMPACTED GRANULAR MATERIAL.
- TOPSOIL SHALL BE STRIPPED IN ALL STRUCTURAL FILL AREAS BEFORE PLACEMENT OF FILL MATERIAL AND SHALL BE STOCKPILED IN AREAS DESIGNATED BY THE OWNER OR PER PLAN.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM EARTHWORK CALCULATIONS BASED ON THE PROVIDED PLANS AND TO LAWFULLY DISPOSE OF AND REMOVE ANY EXCESS MATERIAL FROM THE PROJECT SITE, OR TO PROVIDE ANY NECESSARY FILL MATERIAL THAT MAY BE REQUIRED TO MEET THE FINAL PLAN GRADES. THE DISPOSAL OR PROVIDING OF MATERIAL SHALL BE INCIDENTAL TO THE CONTRACT.
- ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS URBAN MANUAL."
- THE OWNER/ENGINEER SHALL PROVIDE THE SOIL EROSION AND SEDIMENT CONTROL PLANS INCLUDED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN BOOKLET AND ASSOCIATED DOCUMENTS IN ACCORDANCE WITH THE "GENERAL NPDES PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES," AND A COPY SHALL BE KEPT ONSITE AT ALL TIMES.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION, ALL ALLOWED ONE, OF ALL EROSION CONTROL FACILITIES REQUIRED BY THE GENERAL NPDES PERMIT UNTIL FINAL STABILIZATION OF ALL AREAS DISTURBED BY CONSTRUCTION OCCURS. MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY MUST BE SEEDED, SODDED, BLANKETED OR OTHERWISE PROTECTED WITHIN 14 DAYS OF FINAL DISTURBANCE. ALL AREAS DISTURBED BY THE CONTRACTOR DURING THE CONSTRUCTION OF THIS PROJECT WHICH ARE LOCATED OUTSIDE OF THE PROPOSED SEEDING LIMITS SHALL BE GRADED TO DRAIN, FERTILIZED, SEEDED, MULCHED AND WATERED. THE COST ASSOCIATED WITH THE PLACEMENT OF ADDITIONAL FERTILIZER, SEED, MULCH AND WATERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. A MINIMUM OF 70% VEGETATIVE COVERAGE IS REQUIRED PRIOR TO ACCEPTANCE.
- ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM MEASURES REQUIRED. UNLESS CHANGES IN SCOPE, SEEDING OR CONSTRUCTION METHODS MAY RESULT IN CHANGES OR ADDITIONS TO THIS PLAN AND THE SWPPP. ANY CHANGES OR ADDITIONS NECESSARY TO MAINTAIN COMPLIANCE WITH THE NPDES PERMIT SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER.
- SHOULD PROJECT SCHEDULING PROHIBIT THE ABILITY TO SEED DISTURBED EARTH UPON COMPLETION OF GRADING, CONTRACTOR SHALL EMPLOY ALTERNATE SOURCE CONTROLS IN ADDITION TO THOSE ON THIS PLAN, INCIDENTAL TO THE CONTRACT.
- DUST CONTROL MUST BE PROVIDED AS NEEDED, BY WATERING OR OTHER MEANS.
- CONTRACTOR SHALL INSTALL INLET FILTER PROTECTION BASKETS INSIDE ALL EXISTING AND PROPOSED MANHOLES AND INLET FRAMES.
- CONTRACTOR IS REQUIRED TO PROVIDE AND USE A CONCRETE WASHOUT AREA FOR RINSING CONCRETE TRUCKS.
- CONTRACTOR IS REQUIRED TO PROVIDE AND USE A TEMPORARY CONSTRUCTION ENTRANCE FOR ALL CONSTRUCTION TRAFFIC PER PLAN.
- CONTRACTOR SHALL PROVIDE AND USE A WHEEL WASH SYSTEM TO ENSURE THAT ALL CONSTRUCTION TRAFFIC ENTERING AND EXITING THE SITE MAINTAIN CLEAN TIRES. ANY SEDIMENT TRACKED ONTO ADJACENT ROADWAYS OR PAVED AREAS SHALL BE REMOVED BY THE CONTRACTOR BY THE END OF THE SAME WORK DAY.
- ALL ELEVATIONS SHOWN ARE TO FINISHED PAVEMENT UNLESS SPECIFIED OTHERWISE.
- ALL SLOPES GREATER THAN OR EQUAL TO 4:1 SHALL BE STABILIZED WITH NAG S758N OR EQUIVALENT.
- CONTRACTOR SHALL PROVIDE A MINIMUM OF 6" TOPSOIL IN ALL ISLANDS, LANDSCAPE AREAS, AND OPEN SPACES.

SITE UTILITIES:

- THIS CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", CURRENT EDITION.
 - ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
 - VILLAGE OF BUFFALO GROVE OFFICE OF PUBLIC WORKS STANDARDS AND SPECIFICATIONS
- ALL UTILITY TRENCHES UNDER OR WITHIN 2' OF EXISTING OR PROPOSED PAVEMENT OR BUILDING SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH IDOT SPECIFICATIONS. CONTROLLED LOW-STRENGTH MATERIAL (CLSM) SHALL BE USED TO BACKFILL TRENCHES WITHIN PUBLIC RIGHT OF WAY. THE CLSM SHALL EXTEND 2 FT PAST THE PROPOSED PAVEMENT, CURB, OR SIDEWALK.
- OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE, FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE, PROPERTY OR THE WORK.
- CONTRACTOR SHALL AT ALL TIMES DURING CONSTRUCTION PROVIDE AND MAINTAIN SUFFICIENT MEANS AND DEVICES TO REMOVE AND PROPERLY DISPOSE OF ALL WATER ENTERING THE EXCAVATIONS. WATER SHALL BE FILTERED AND DISCHARGED IN ACCORDANCE WITH THE NPDES REQUIREMENTS.
- ALL PIPE SHALL BE INSTALLED ON A BEDDING OF APPROVED, COMPACTED GRANULAR MATERIAL UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE BEDDING MATERIAL SHALL BE INSTALLED PER STANDARD SPECIFICATIONS AND PROVIDED PLAN DETAILS.
- A MINIMUM HORIZONTAL SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN ALL WATER MAINS AND SEWERS. IF SEPARATION IS NOT POSSIBLE, WATER MAIN ENCASEMENT SHALL BE REQUIRED OR THE SEWER SHALL BE CONSTRUCTED OF WATER MAIN QUALITY PIPE.
- WATER MAINS SHALL CROSS ABOVE SEWERS WITH A MINIMUM VERTICAL SEPARATION OF 18 INCHES WHILE STILL MAINTAINING THE REQUIRED DEPTH OF COVER. IF PROPER SEPARATION IS NOT POSSIBLE, OR IF THE WATER MAIN MUST BE ROUTED UNDER THE SEWER, WATER MAIN ENCASEMENT SHALL BE REQUIRED OR THE SEWER SHALL BE CONSTRUCTED OF WATER MAIN QUALITY PIPE.

- ALL SANITARY SEWERS SHALL BE TESTED FOR EXFILTRATION OF AIR UNDER PRESSURE. INFILTRATION OF WATER, AND/OR EXFILTRATION OF WATER AS PER STANDARD SPECIFICATIONS. ALL SANITARY SEWERS SHALL BE DEFLECTION TESTED NO SOONER THAN 30 DAYS AFTER INSTALLATION. ALL MANHOLES SHALL BE TESTED FOR WATERTIGHTNESS BY EITHER ASTM C 969 OR ASTM C 1244.
- STORM SEWER SHALL BE IN CONFORMANCE WITH THE FOLLOWING:
 - REINFORCED CONCRETE PIPE (RCP), ASTM C76
 - GASKETS - ASTM C443
 - FITTINGS - ASTM C443
 - PVC STORM SEWER PIPING, ASTM D 3034, SDR 35
 - BELL-AND-SPIGOT ENDS
 - ASTM F 477, ELASTOMERIC SEALS FOR GASKETED JOINTS
 - FRAME AND GRATES
 - TYPE 1 CLOSED LID = NEENAH R-1713
 - TYPE 1 OPEN LID = NEENAH R-2504
 - TYPE 3 = NEENAH R-3281-A
 - DITCH GRATE = NEENAH R-4342

- CLEANOUT RIMS SHALL BE CONSTRUCTED FLUSH WITH THE FINISHED GROUND SURFACE.
- CONTRACTOR SHALL COORDINATE WATER MAIN, FIRE AND DOMESTIC WATER SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS.
- GENERAL CONTRACTOR SHALL COORDINATE ALL UTILITY LINES THAT ENTER THE BUILDING. IN GENERAL, PLUMBING PLANS SHOW ALL INTERIOR BUILDING PIPING AND PIPING UP TO 5 FEET OUTSIDE THE BUILDING. CIVIL PLANS SHOW SITE PIPING BEGINNING FROM 5-FEET OUTSIDE THE BUILDING. GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONNECTIONS.
- CONTRACTOR SHALL COORDINATE ALL UTILITY LINE CROSSINGS TO ENSURE ALL PIPES MAINTAIN MINIMUM COVER, MINIMUM CLEARANCES, AND PROPER SEPARATION. GRAVITY LINES SHALL HAVE PRECEDENCE OVER PRESSURIZED LINES.
- ALL TRENCH BACKFILL SHALL BE IMPORTED GRANULAR MATERIAL UNLESS EXISTING GRANULAR MATERIALS ARE SPECIFICALLY APPROVED BY THE OWNER'S REPRESENTATIVE.
- ALL MANHOLES AND INLET CASTINGS LOCATED WITHIN BITUMINOUS ASPHALT PAVEMENT SHALL BE CONSTRUCTED WITH A CONCRETE APRON AT THE SURFACE.
- FOR ALL WATERMAIN CONSTRUCTION:
 - WATER MAIN AND SERVICES TO BE INSTALLED WITH A MINIMUM OF 5'-6" OF COVER FROM FINISHED GRADE TO TOP OF WATER PIPE.
 - TWO COMPLETE PIPE LENGTHS OF RESTRAINED JOINT PIPE SHALL BE CONSTRUCTED ON THE BRANCH LEG OF ALL TEES AND BOTH SIDES OF ALL 90 DEGREE BENDS.
 - ONE COMPLETE PIPE LENGTH OF RESTRAINED JOINT PIPE SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL 11-14 AND 22-10 DEGREE BENDS.
 - ALL BENDS, TEES, PLUGS, VALVES AND HYDRANTS SHALL BE RESTRAINED JOINT.
 - ALL WATERMAIN PIPE 4" AND LARGER SHALL BE POLY WRAPPED DUCTILE IRON PIPE SPECIAL, CLASS 52, 250 PSI RATING, WITH SINGLE GASKET JOINTS. CEMENT LINING SHALL BE PROVIDED FOR ALL PIPE.
 - ALL WATER SERVICE PIPE LESS THAN 4" SHALL BE COPPER PIPE, TYPE K OR PVC SDR 9 WITH A PRESSURE RATING OF 200 PSI.

INDEMNIFICATION:

- THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE VILLAGE OF BUFFALO GROVE AND CAGE ENGINEERING, INC. FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACTOR'S WORK. IN ANY AND ALL CLAIMS AGAINST THE OWNER OR CAGE ENGINEERING, INC. BY ANY EMPLOYEE OF THE CONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOM ACTS THE CONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR UNDER WORKER'S COMPENSATIONS ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

INSURANCE REQUIREMENTS

- THE CONTRACTOR SHALL PURCHASE AND MAINTAIN COMPREHENSIVE GENERAL LIABILITY AND OTHER INSURANCE SET FORTH BELOW WHICH WILL PROVIDE PROTECTION FROM CLAIMS WHICH MAY ARISE OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR BY ANYONE FOR WHOM ACTS THE CONTRACTOR MAY BE LIABLE.
 - COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERING ALL AUTOMOBILES, TRUCKS, TRAILERS AND ANY OTHER MOTORIZED EQUIPMENT OWNED OR LEASED BY THE CONTRACTOR.
 - WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE IN ANY AMOUNT NOT LESS THAN STATUTORY LIMITS REQUIRED BY LAW.
 - COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING COVERAGE IN THE AMOUNT OF \$500,000 PER ACCIDENT FOR PROPERTY DAMAGE AND \$1,000,000 PER PERSON AND \$3,000,000 AGGREGATE PER ACCIDENT FOR BODILY INJURY, SICKNESS OR DISEASE, OR DEATH OF ANY PERSON.
- CERTIFICATE OF INSURANCE
 - THE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL HE HAS FILED WITH THE MUNICIPALITY AND ITS INSPECTOR A CERTIFICATE OF INSURANCE SHOWING COMPLETE COVERAGE OF ALL INSURANCE REQUIRED, SIGNED BY THE INSURANCE COMPANIES OR THEIR AUTHORIZED AGENTS. EACH CERTIFICATE SHALL PROVIDE THAT COVERAGE SHALL NOT BE TERMINATED OR REDUCED WITHOUT 30 DAYS ADVANCE WRITTEN NOTICE TO THE MUNICIPALITY AND ITS INSPECTOR. THE CONTRACTOR SHALL NAME THE OWNER, THE VILLAGE OF BUFFALO GROVE AND CAGE ENGINEERING, INC. AS ADDITIONAL INSURED ON THE COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES.

CONSTRUCTION MEANS, METHODS, SAFETY

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS, INCLUDING OSHA STANDARDS AND WITH ANY OTHER APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR TO PROTECT THEM FROM DAMAGE, INJURY OR LOSS. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT AND SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS UTILIZED BY THE CONTRACTOR AND HIS SUB-CONTRACTORS IN THE PERFORMANCE OF THEIR WORK AND SHALL TAKE ANY OTHER ACTIONS NECESSARY TO PROTECT THE LIFE AND HEALTH OF EMPLOYEES ON THE JOB AND THE SAFETY OF THE PUBLIC AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES, EQUIPMENT, AND FOR SAFETY PRECAUTIONS OR PROGRAMS, UNLESS SUCH MEANS AND EQUIPMENT ARE SPECIFIED IN THESE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH SECTION 108.06 LABOR, METHODS, AND EQUIPMENT OF THE "STANDARD SPECIFICATIONS."



2025 BUILDING RENOVATIONS

at Pritchett Elementary School 200 Horatio Blvd. Buffalo Grove, IL 60089

Tripp Elementary School 850 Highland Grove Drive Buffalo Grove, IL 60089

Meridian Middle School 2195 Brandywyn, Ln. Buffalo Grove, IL 60089

Aptakisic Junior High School 1231 Weiland Road Buffalo Grove, IL 60089

for the BOARD of EDUCATION Aptakisic-Tripp Community Consolidated School District 102

1351 Abbott Court Buffalo Grove, IL 60089



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No.	Date	By
01	10/30/24	AD1
02	11/05/24	AD2
03	11/08/24	AD3
04	12/19/24	IFC

Project Number: 23153

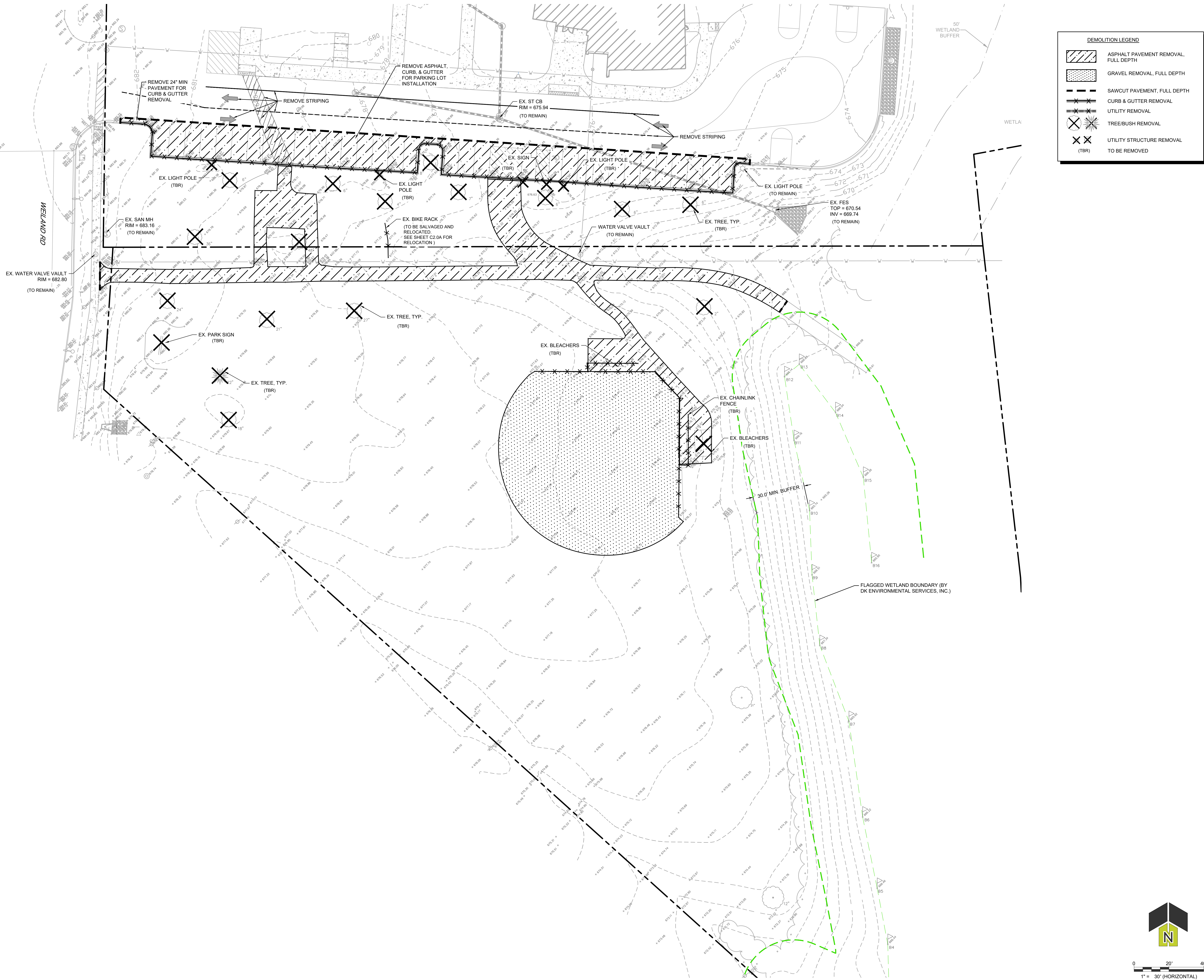
Issue Date: December 19, 2024

Drawn by: DJB/RAK

Sheet Title: GENERAL NOTES & SPECIFICATIONS

Sketch Number:

Sheet Number:



2050 south finley road, suite 40
lombard, illinois 60148
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www.arconassoc.com

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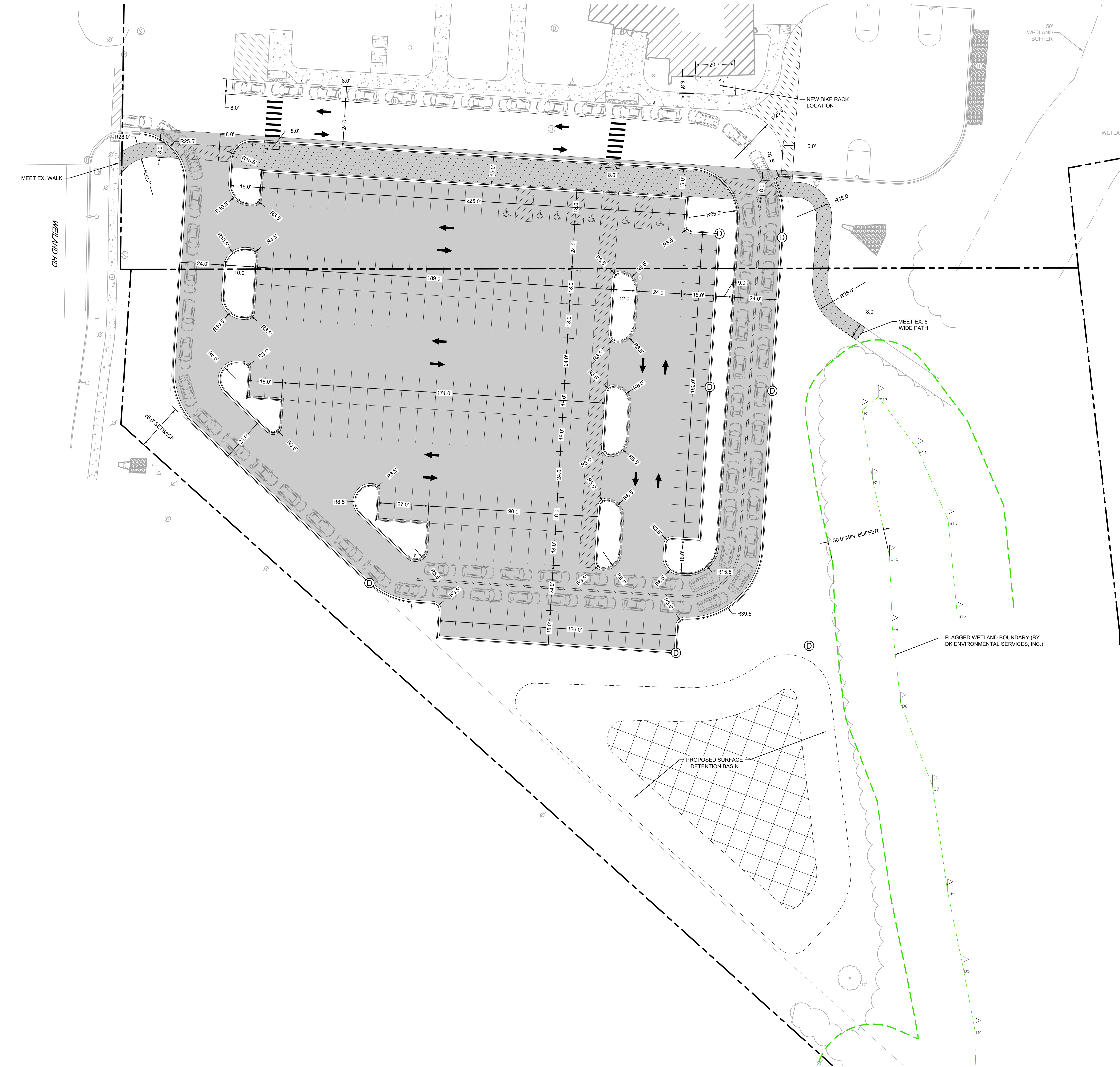
Drawn by:
DJB/RAK

Sheet Title:
EXISTING CONDITIONS &
DEMOLITION PLAN

Sketch Number:

Sheet Number:

C1.0A



PROPOSED LEGEND

- COMBINATION CURB & GUTTER
- DEPRESSED CURB & GUTTER
- FULL-DEPTH ASPHALT PARKING LOT PAVEMENT
- FULL-DEPTH ASPHALT WALKING PATH PAVEMENT
- PCC SIDEWALK
- BIORETENTION FACILITY

SHEET NOTES:

- ALL DIMENSIONS ARE TO BE TAKEN FROM THE FACE OF CURB (GUTTER FLOWLINE).
- ALL CURB RADII ARE TO BE TAKEN FROM THE FACE OF CURB (GUTTER FLOWLINE).

PARKING SUMMARY:

REQUIRED PARKING = 1 SPACE/STAFF MEMBER
94 SPACES

EXISTING PARKING = 31 SPACES
(29 STANDARD + 2 ADA)

PROPOSED PARKING = 152 SPACES
(146 STANDARD + 6 ADA)

**NET CHANGE = +121 SPACES
(117 STANDARD + 4 ADA)**

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EXISTING QUEUE LENGTH = 820 FEET
(41 CAR CAPACITY)

PROPOSED QUEUE LENGTH = 1,380 FEET*
(69 CAR CAPACITY)

**NET CHANGE = +560 FEET
(+28 CAR CAPACITY)**

* INCLUDING DOUBLE-STACK LANE AS SHOWN ON SOUTH AND EAST OF PARKING LOT PERIMETER.

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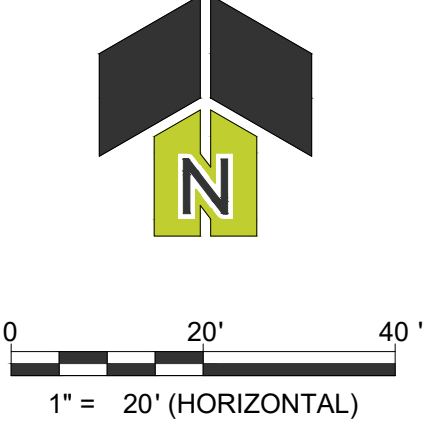
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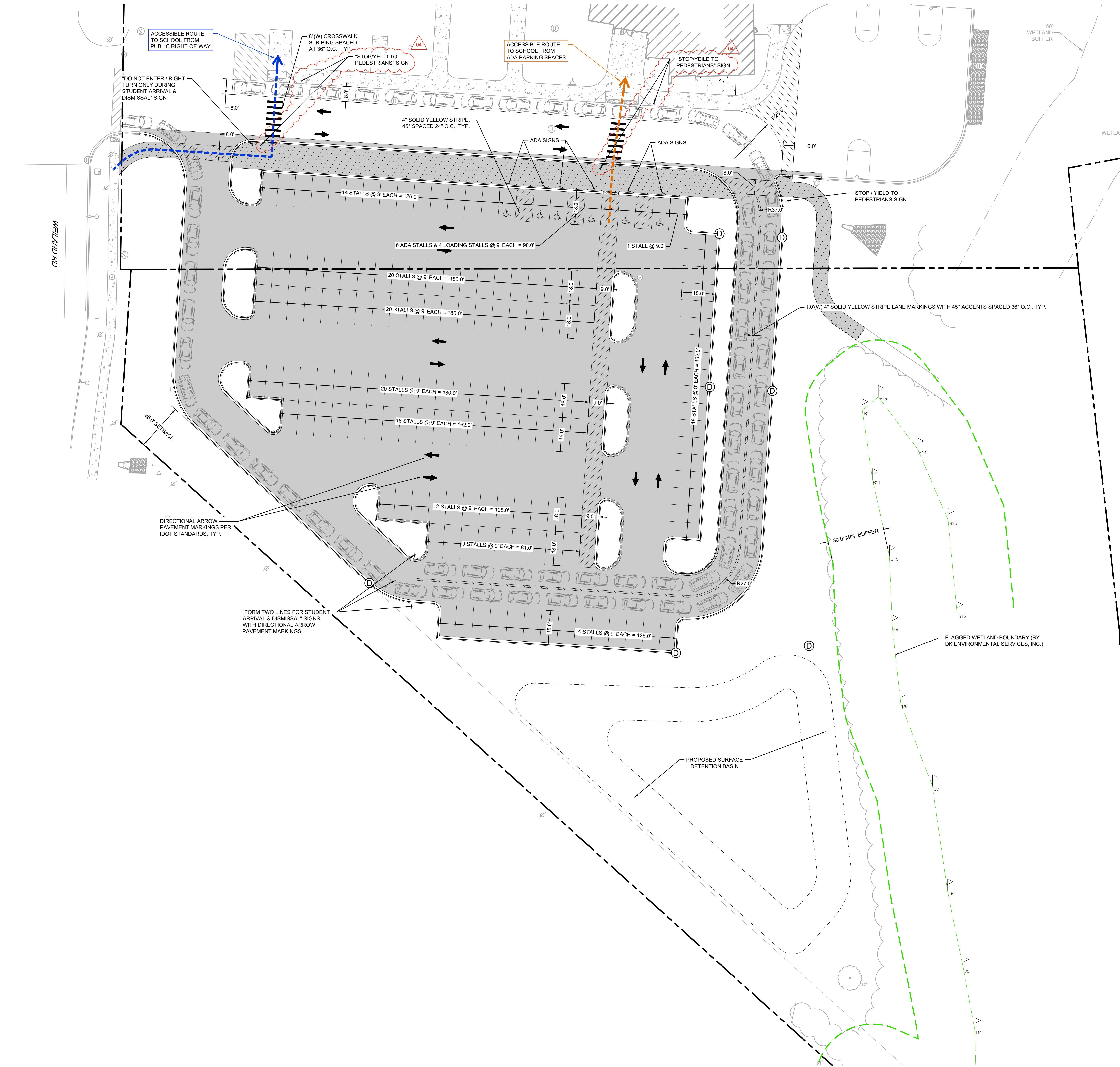
Sheet Title:
SITE LAYOUT PLAN

Sketch Number:

Sheet Number:

C2.0A





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- DEPRESSED CURB & GUTTER
- REVERSE PITCH CURB & GUTTER
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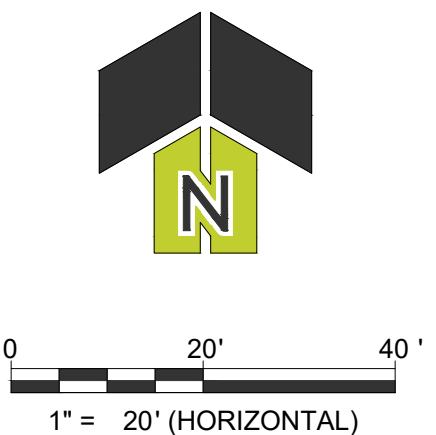
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DJB/RAK

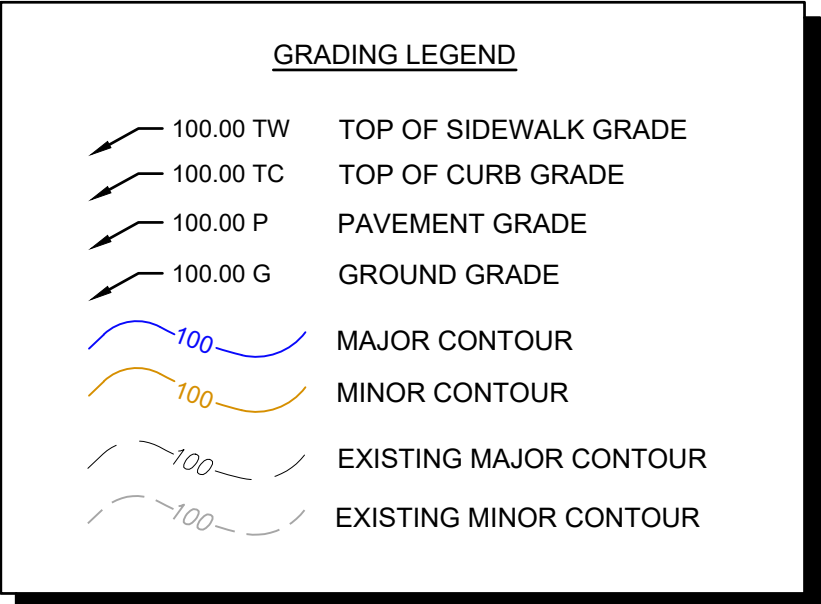
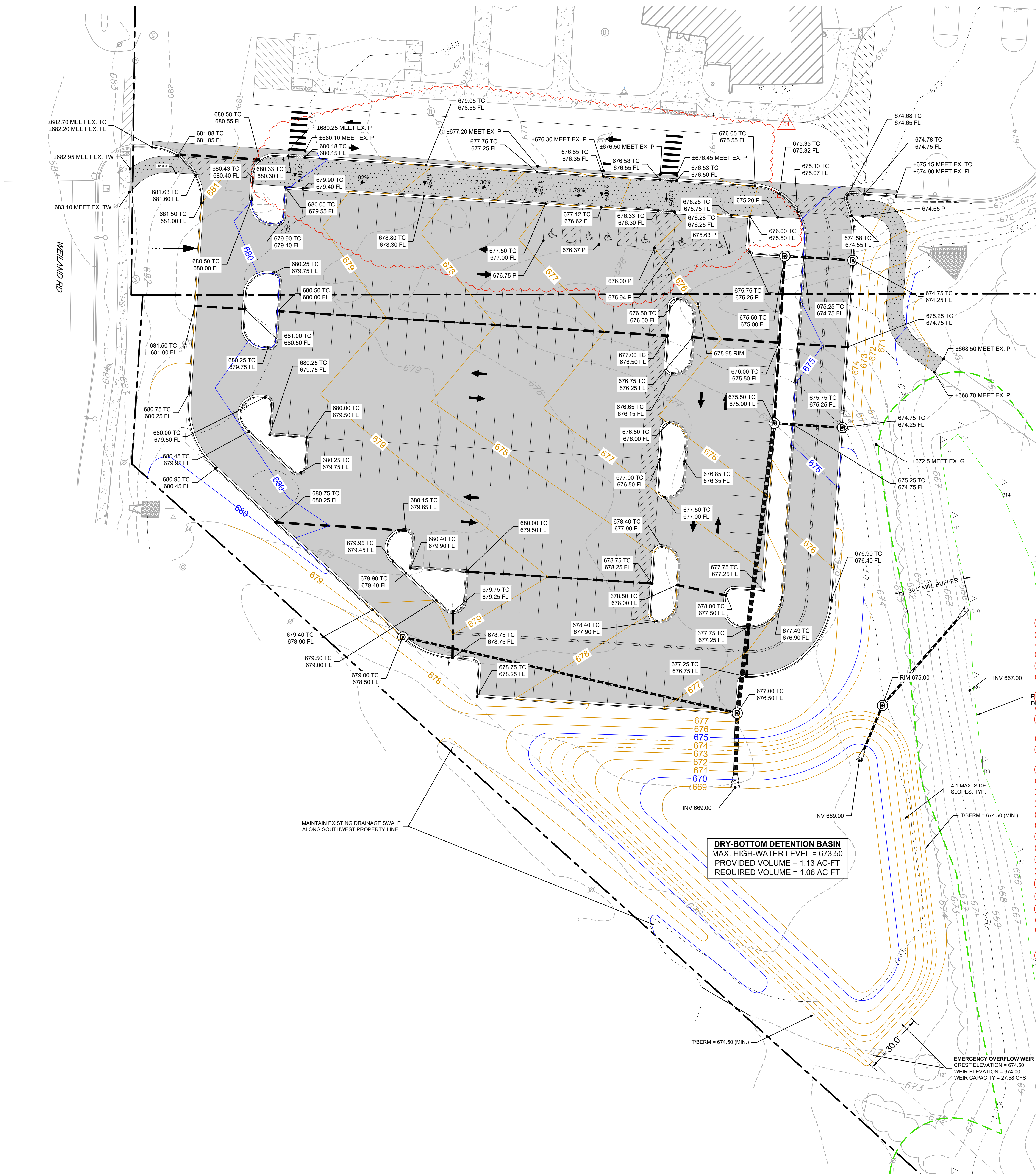
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SITE SIGNAGE & STRIPING
PLAN

Sketch Number:

Sheet Number:

C2.1A





2025
BUILDING
RENOVATIONS

at
Pritchett Elementary
School
200 Horatio Blvd.
Buffalo Grove, IL 60089

Tripp Elementary
School
850 Highland Grove
Drive
Buffalo Grove, IL 60089

Meridian Middle School
2195 Brandywyn, Ln.
Buffalo Grove, IL 60089

Aptakisic Junior High
School
1231 Weiland Road
Buffalo Grove, IL 60089

for the
BOARD of EDUCATION
Aptakisic-Tripp
Community
Consolidated School
District 102

1351 Abbott Court
Buffalo Grove, IL 60089



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BASE BID #.

REVISIONS		
No.	Date	By
01	10/30/24	AD1
02	11/05/24	AD2
03	11/08/24	AD3
04	12/19/24	IFC

Project Number:
23153

Issue Date:
December 19, 2024

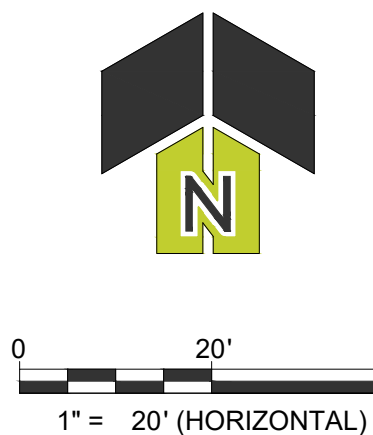
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DJB/RAK

Sheet Title:
SITE GRADING PLAN

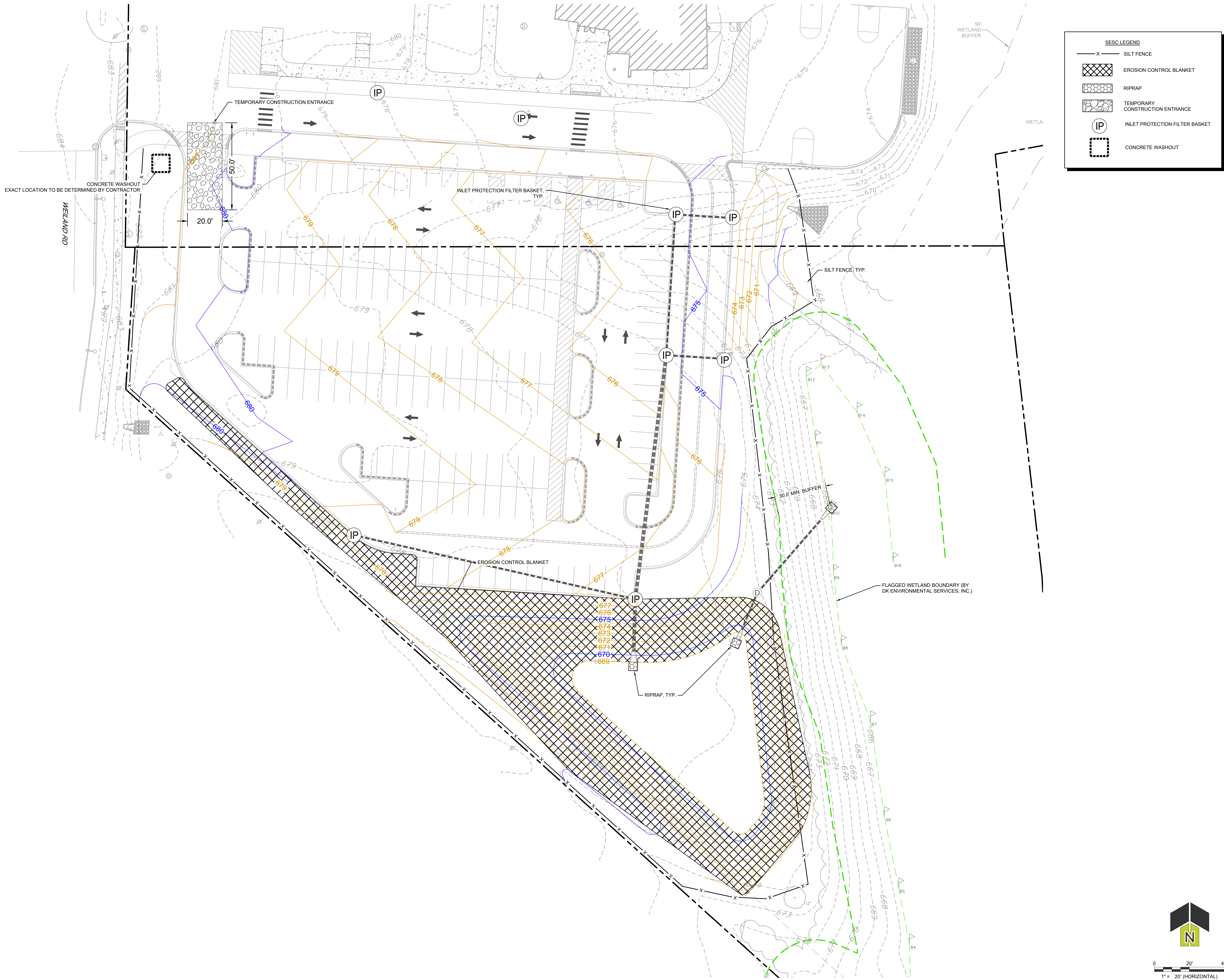
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Sheet Number:

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BASE BID #2

REVISIONS		
No.	Date	By
01	10/30/24	AD1
02	11/05/24	AD2
03	11/08/24	AD3
04	12/19/24	IFC

Project Number:
23153

Issue Date:
December 19, 2024

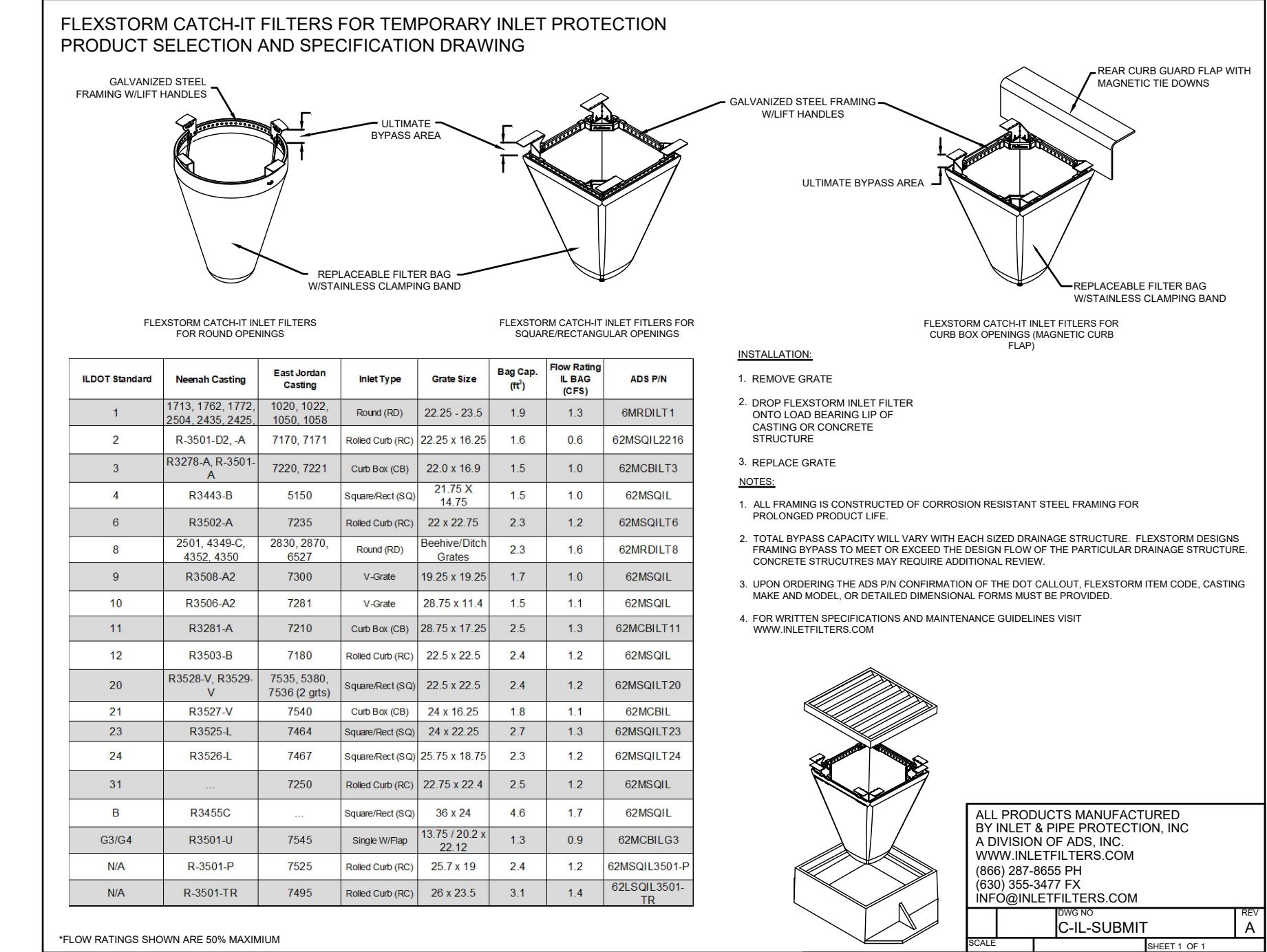
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DJB/RAK

Sheet Title:
SOIL EROSION & SEDIMENT
CONTROL PLAN

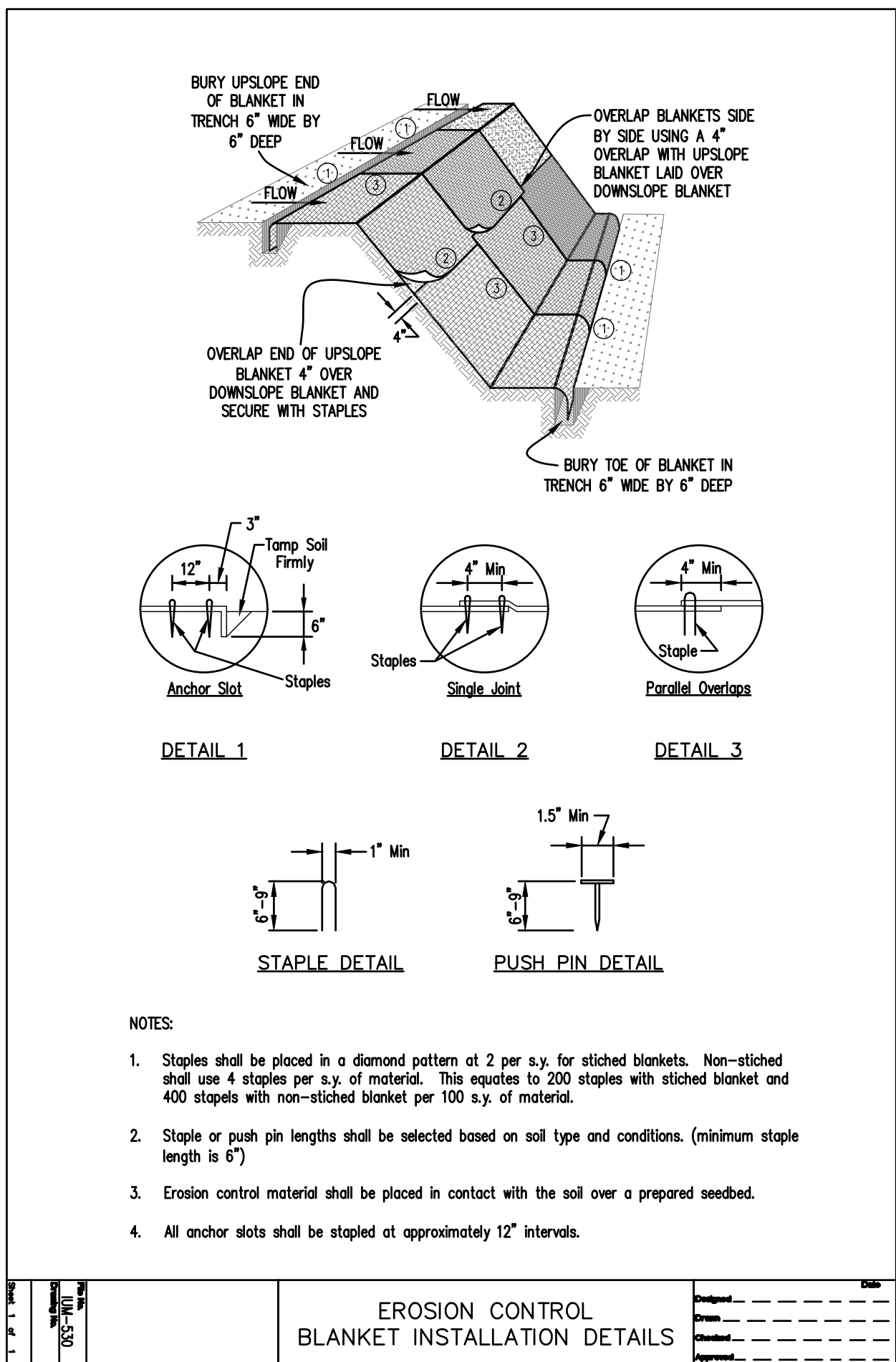
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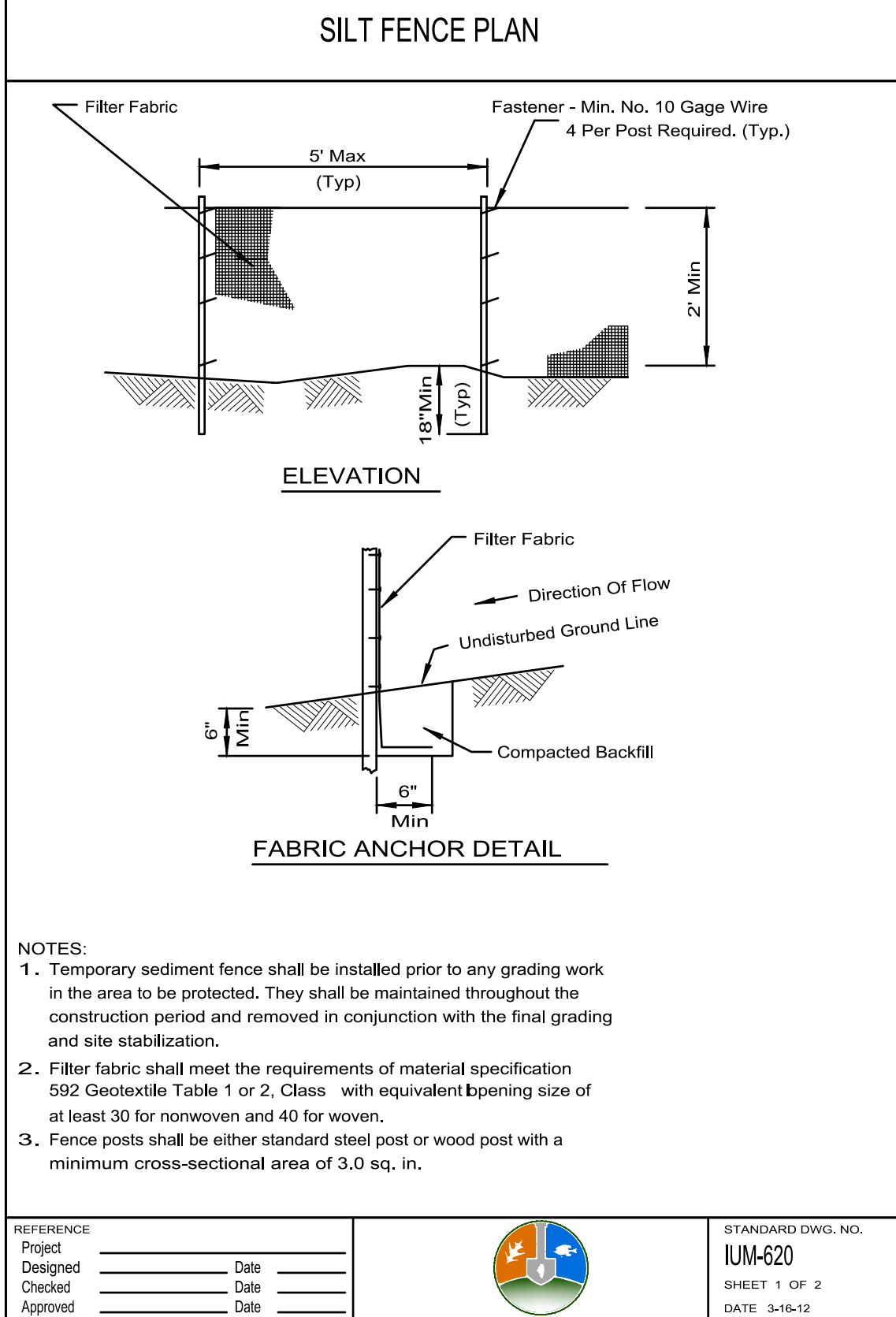
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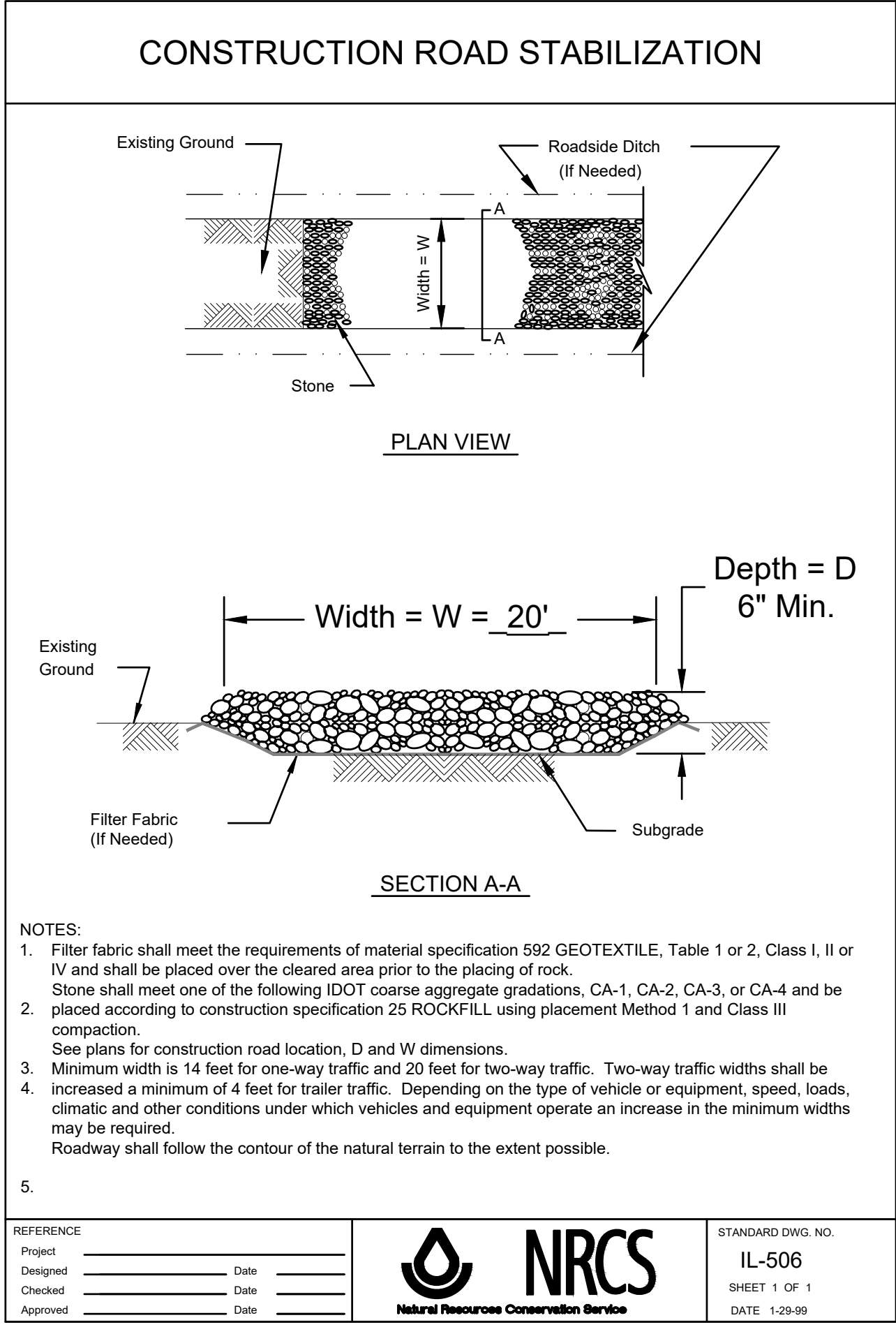
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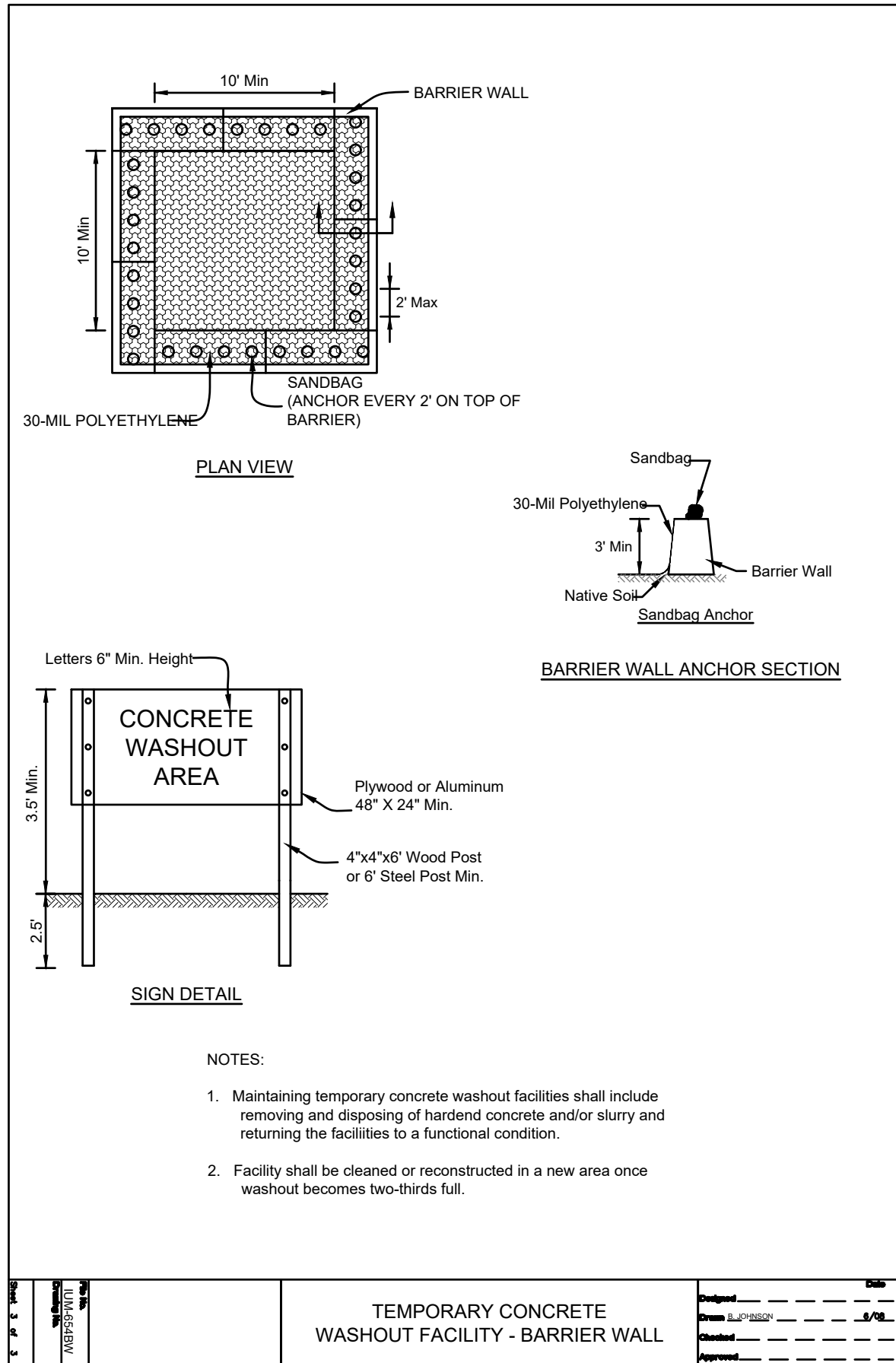
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SILT FENCE DETAIL
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CONSTRUCTION ROAD STABILIZATION DETAIL
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CONCRETE WASHOUT DETAIL
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REVISIONS		
No.	Date	By
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02	11/05/24	AD2
03	11/08/24	AD3
04	12/19/24	IFC

Project Number:
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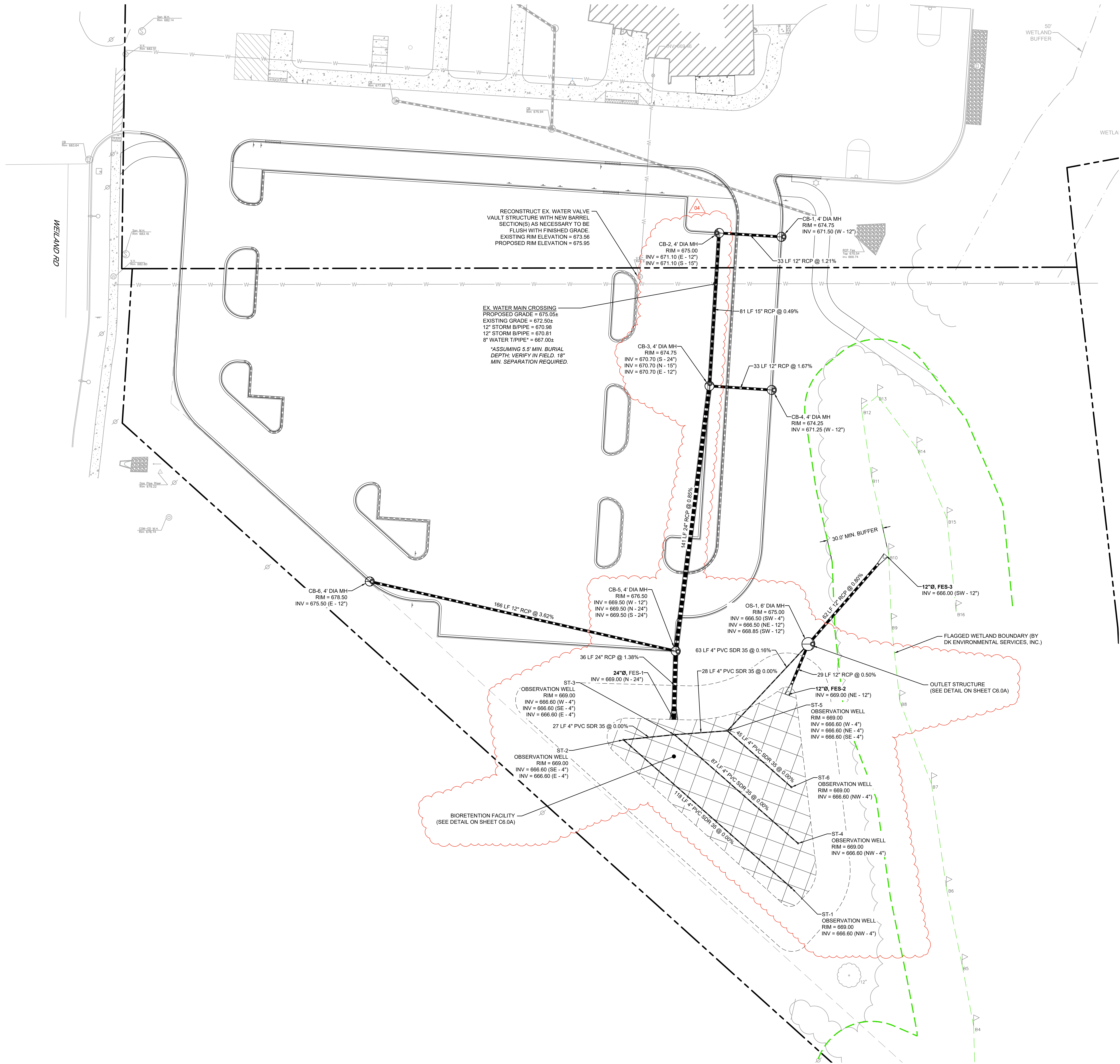
Issue Date:
December 19, 2024

Drawn by:
DJB/RAK

Sheet Title:
SOIL EROSION & SEDIMENT
CONTROL DETAILS

Sketch Number:

Sheet Number:



UTILITY LEGEND

- PROPOSED STORM PIPE
- PROPOSED STORM STRUCTURE
- PROPOSED FLARED END SECTION
- EXISTING WATER LINE
- EXISTING STORM SEWER LINE
- EXISTING SANITARY MANHOLE
- EXISTING WATER VALVE
- EXISTING STORM STRUCTURE

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Project Number:
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December 19, 2024

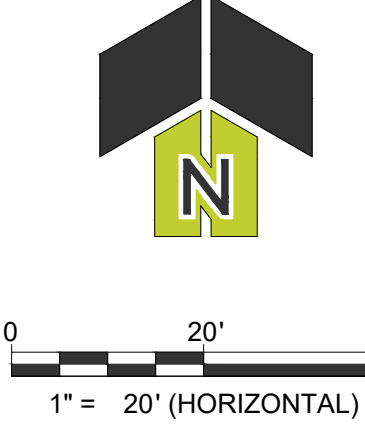
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DJB/RAK

Sheet Title:
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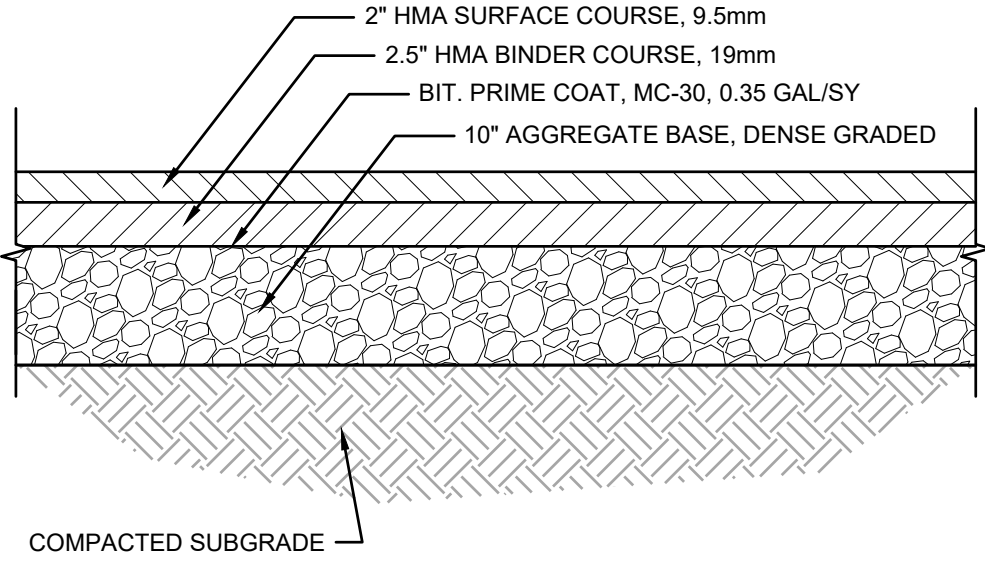
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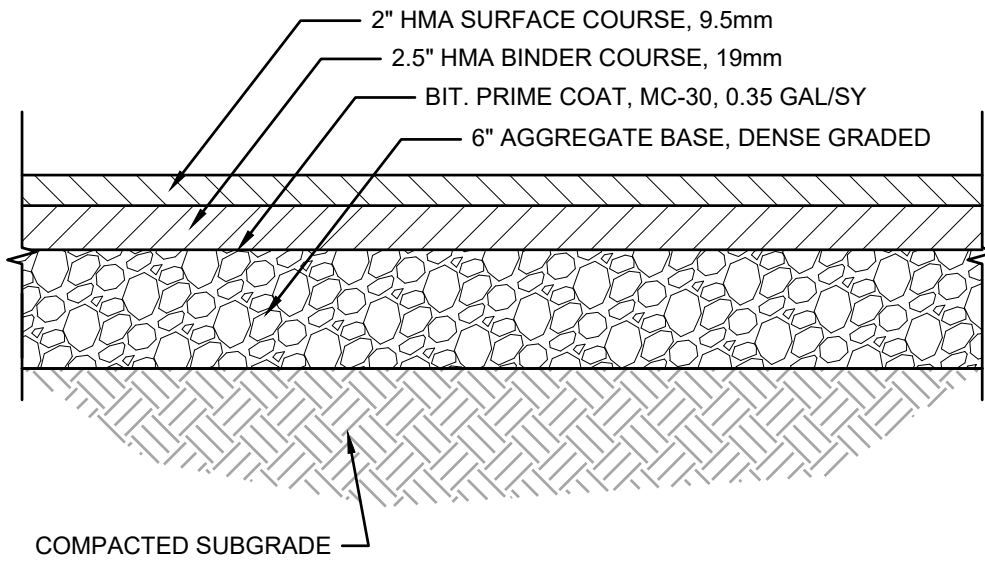
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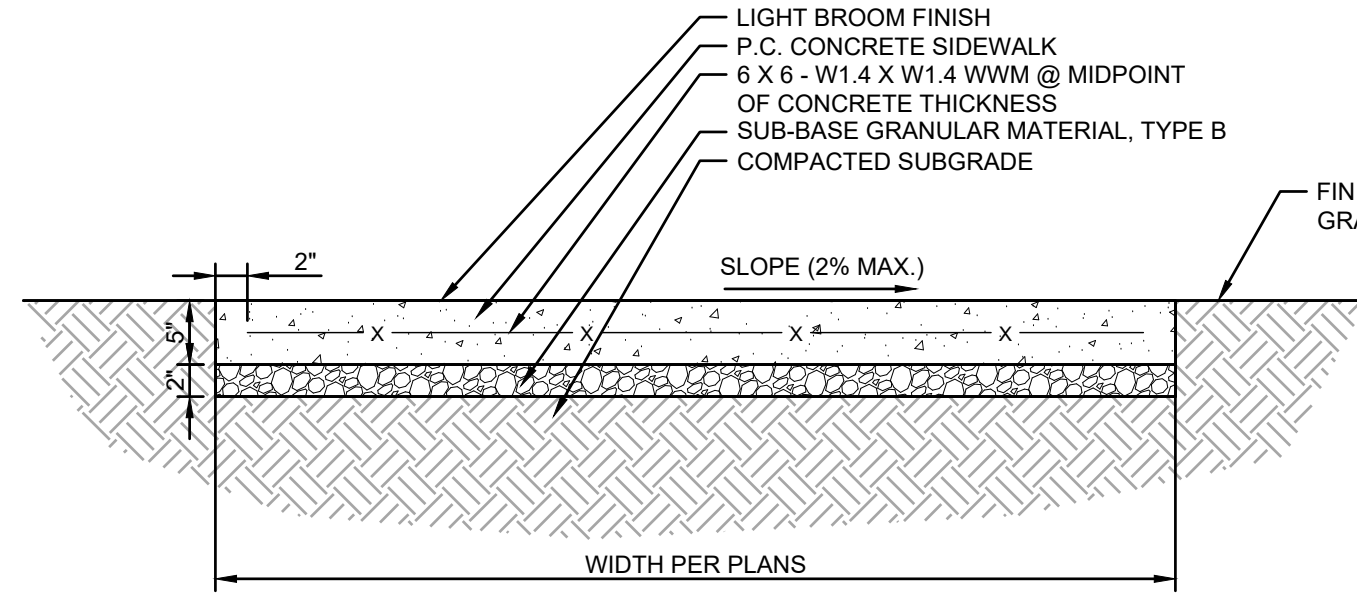
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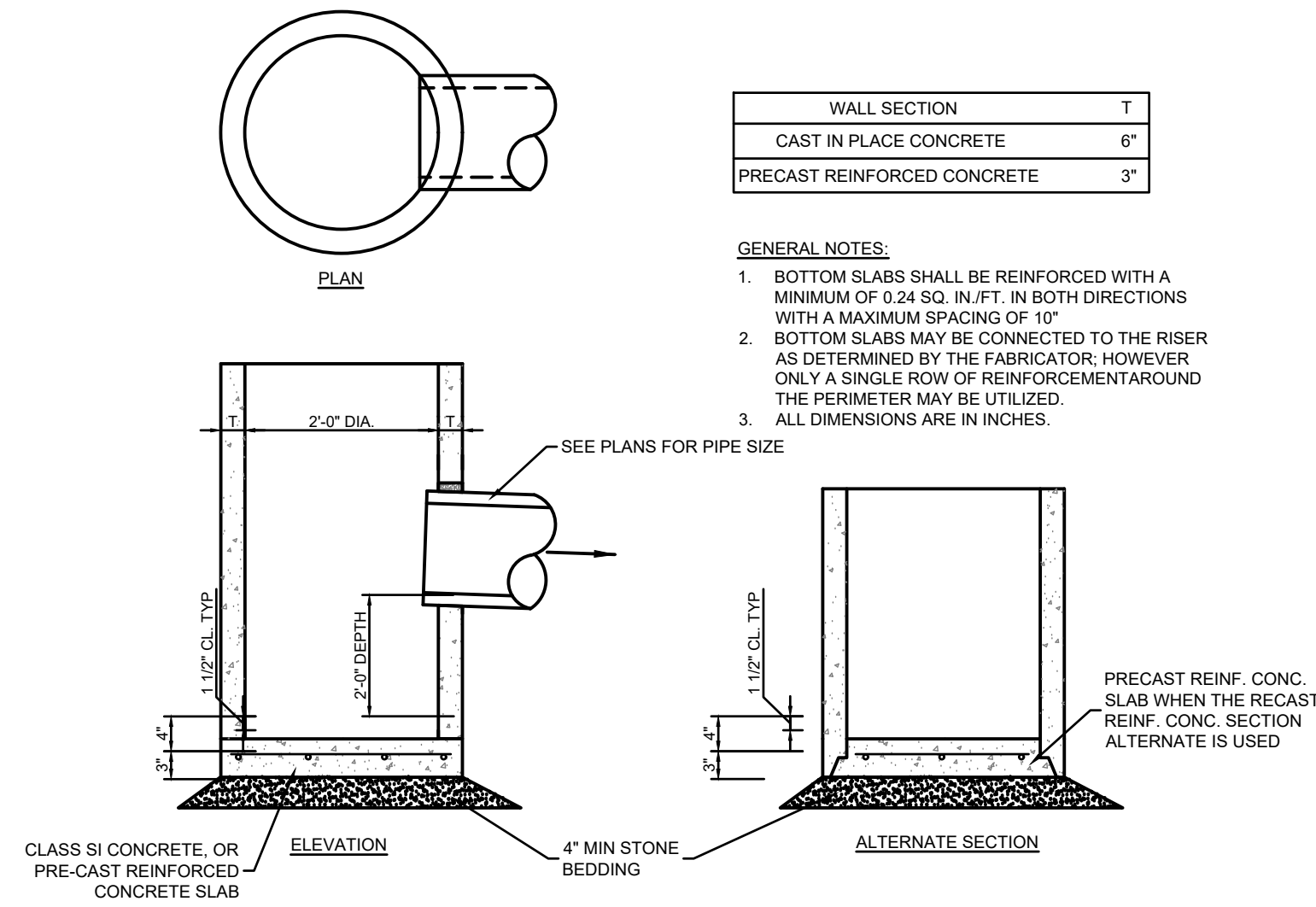
ASPHALT PARKING LOT PAVEMENT DETAIL
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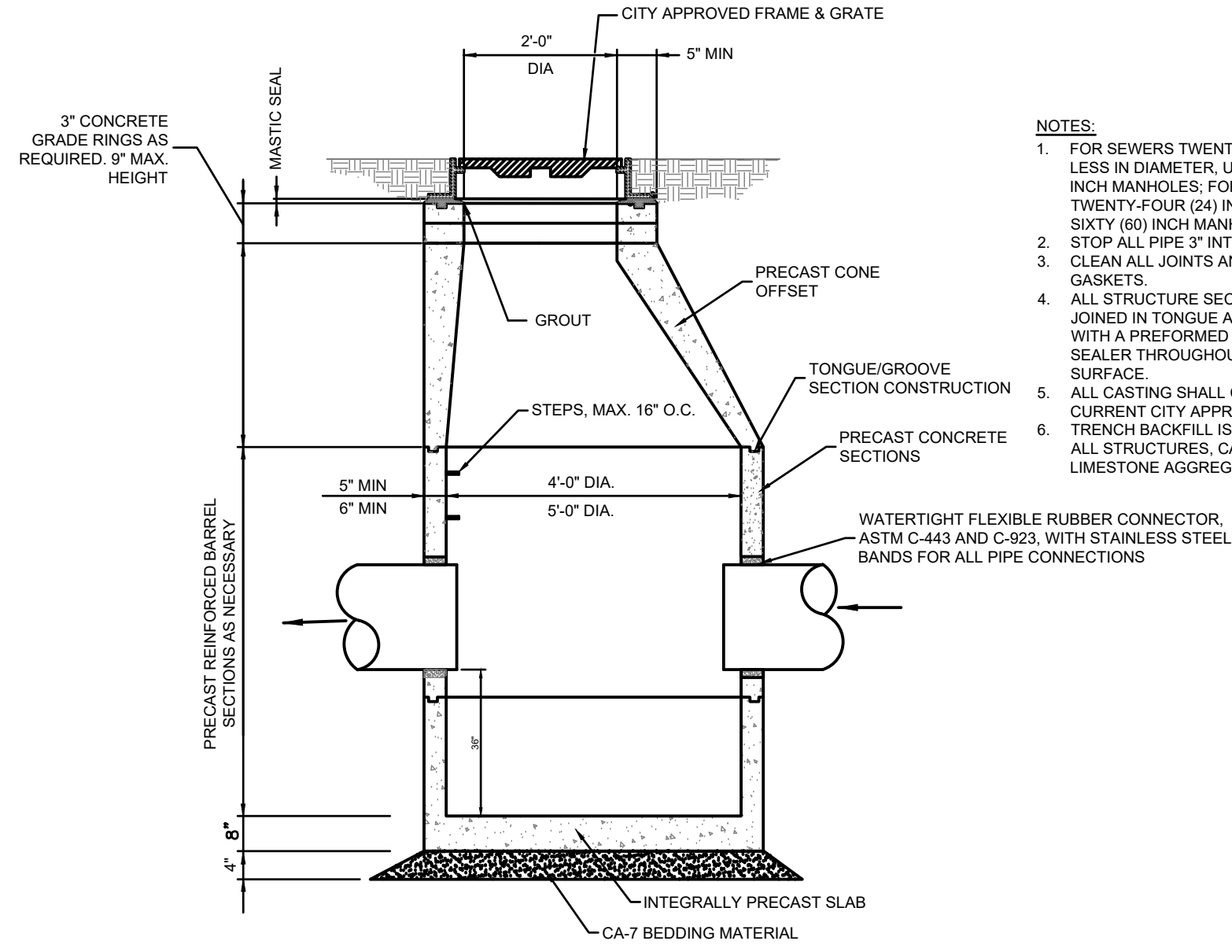
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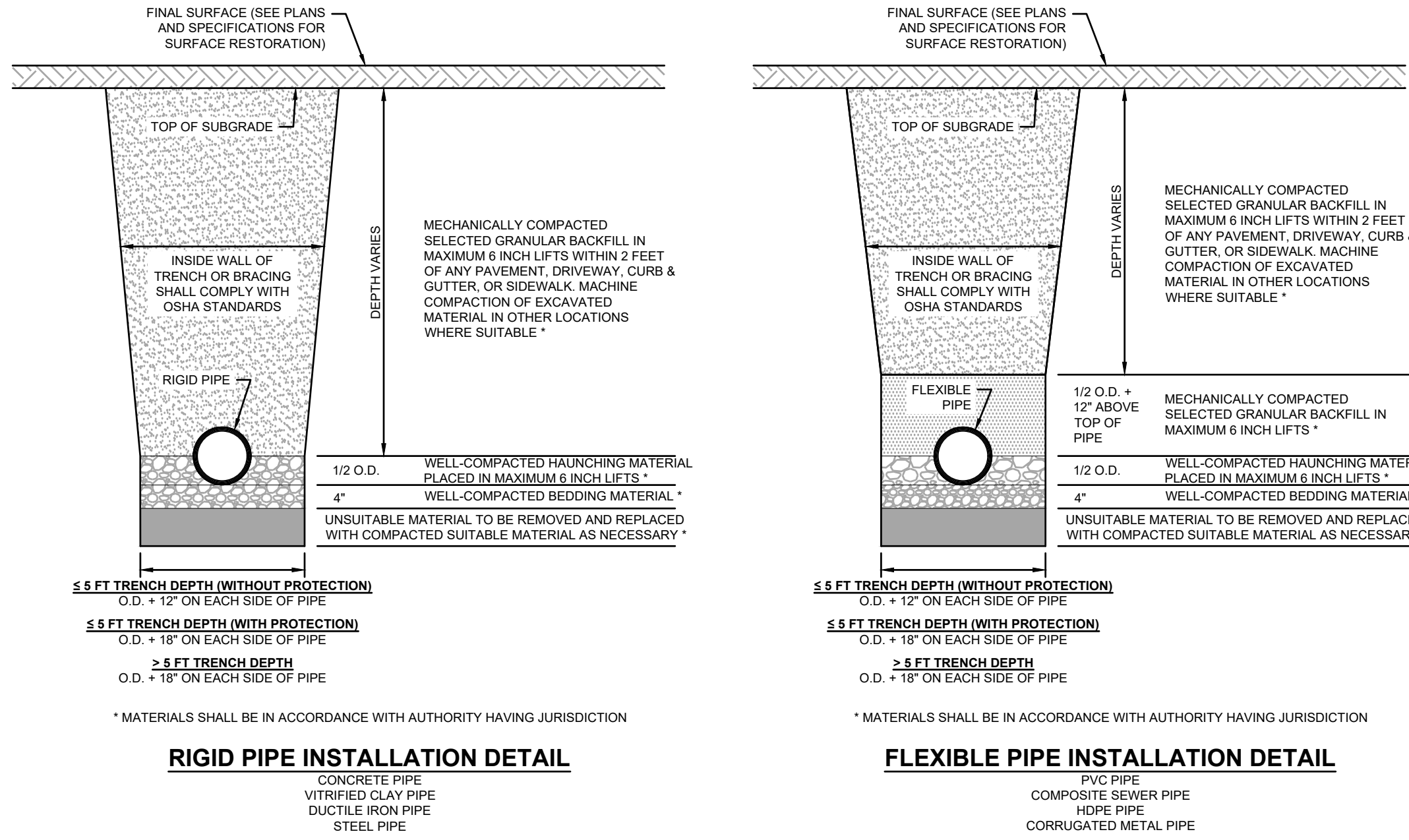
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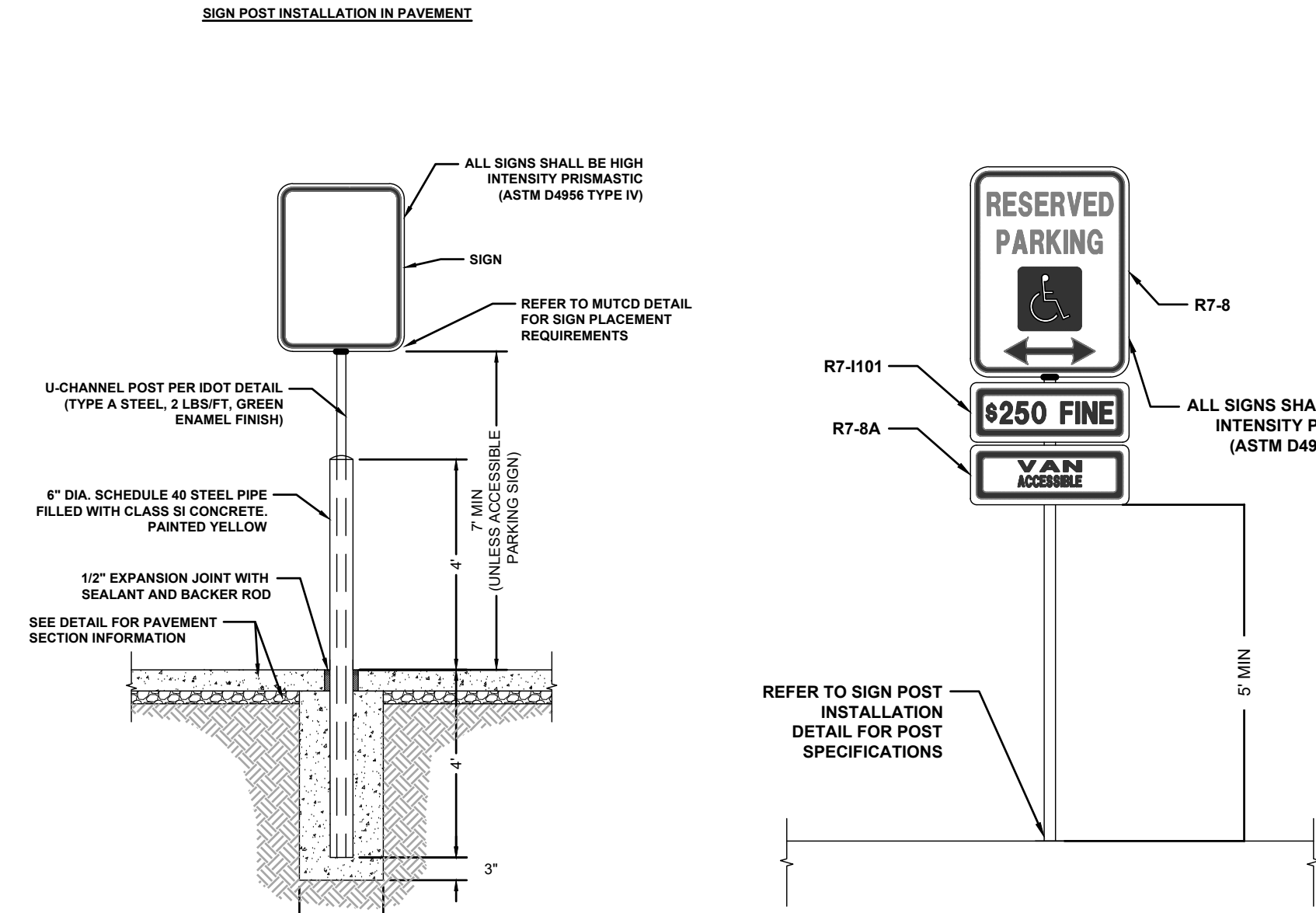
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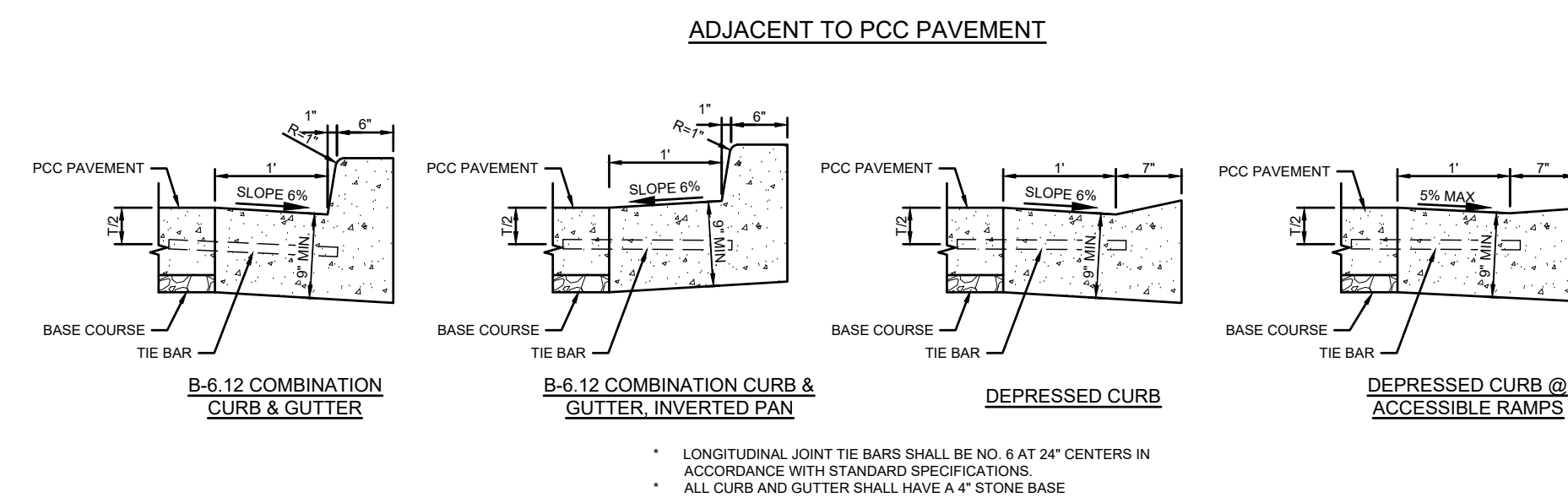
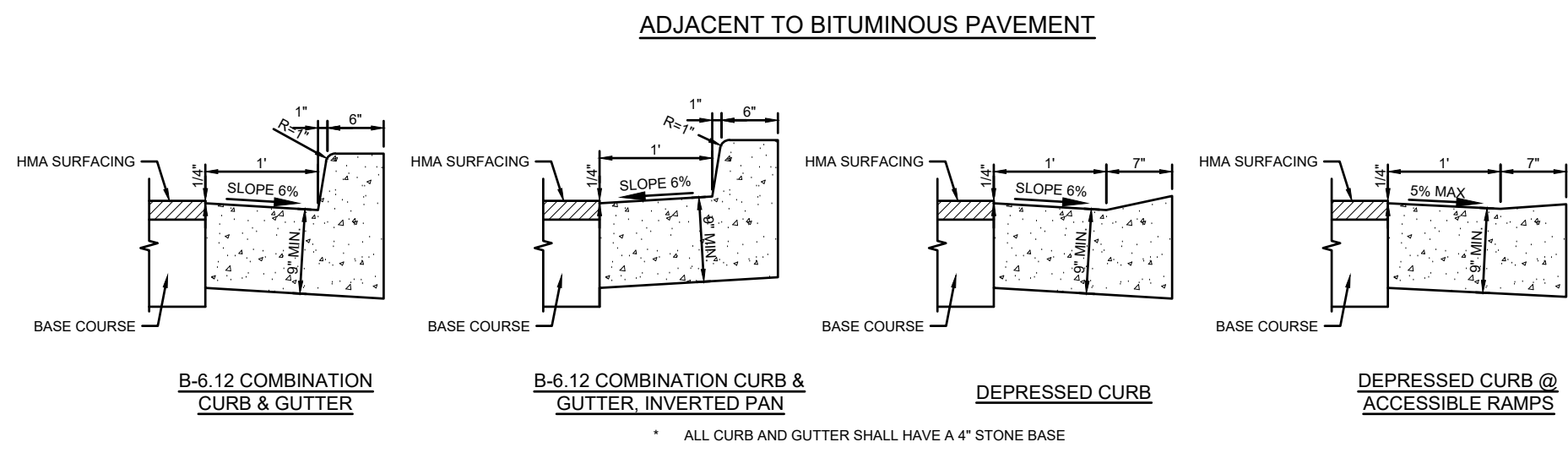
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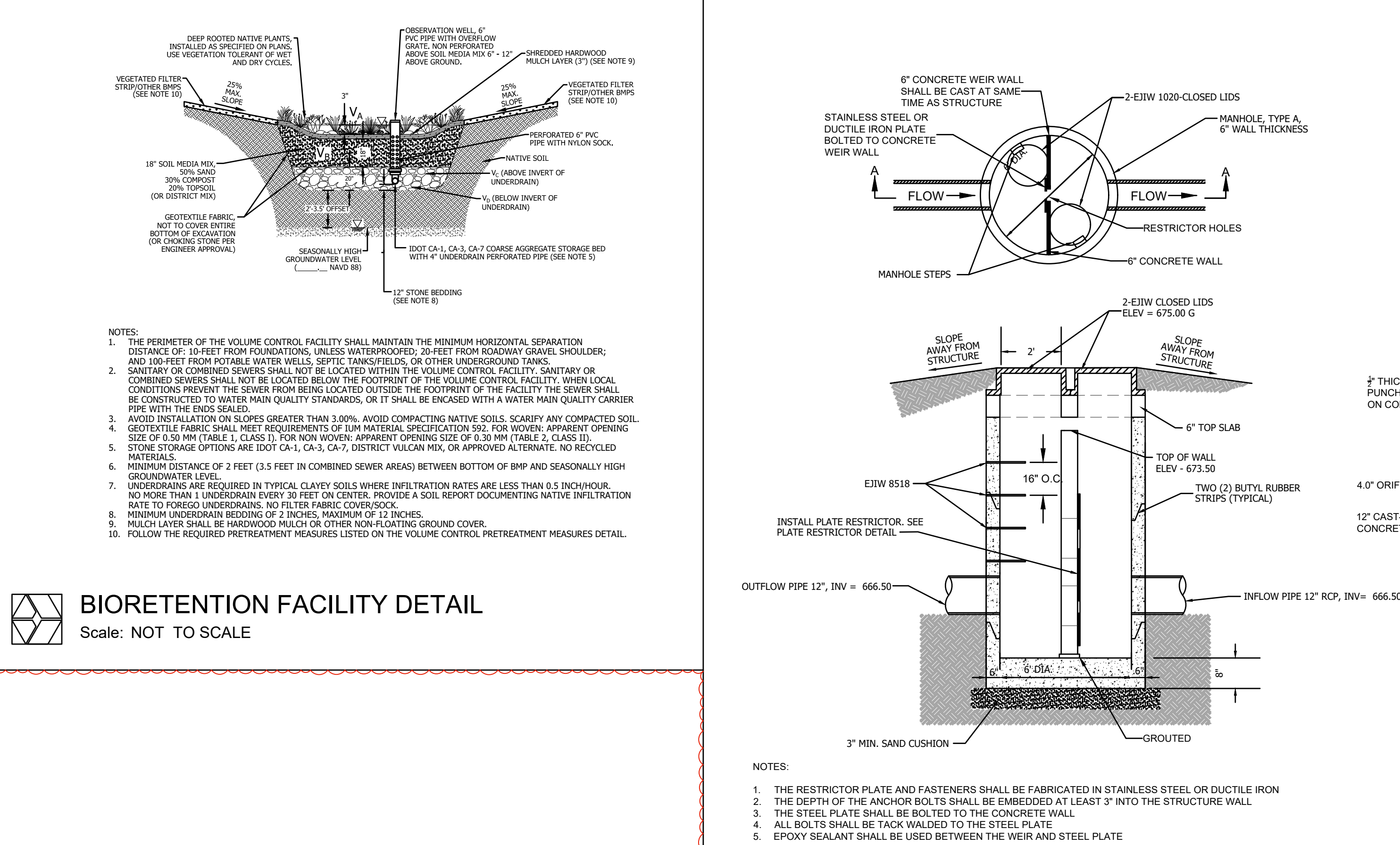
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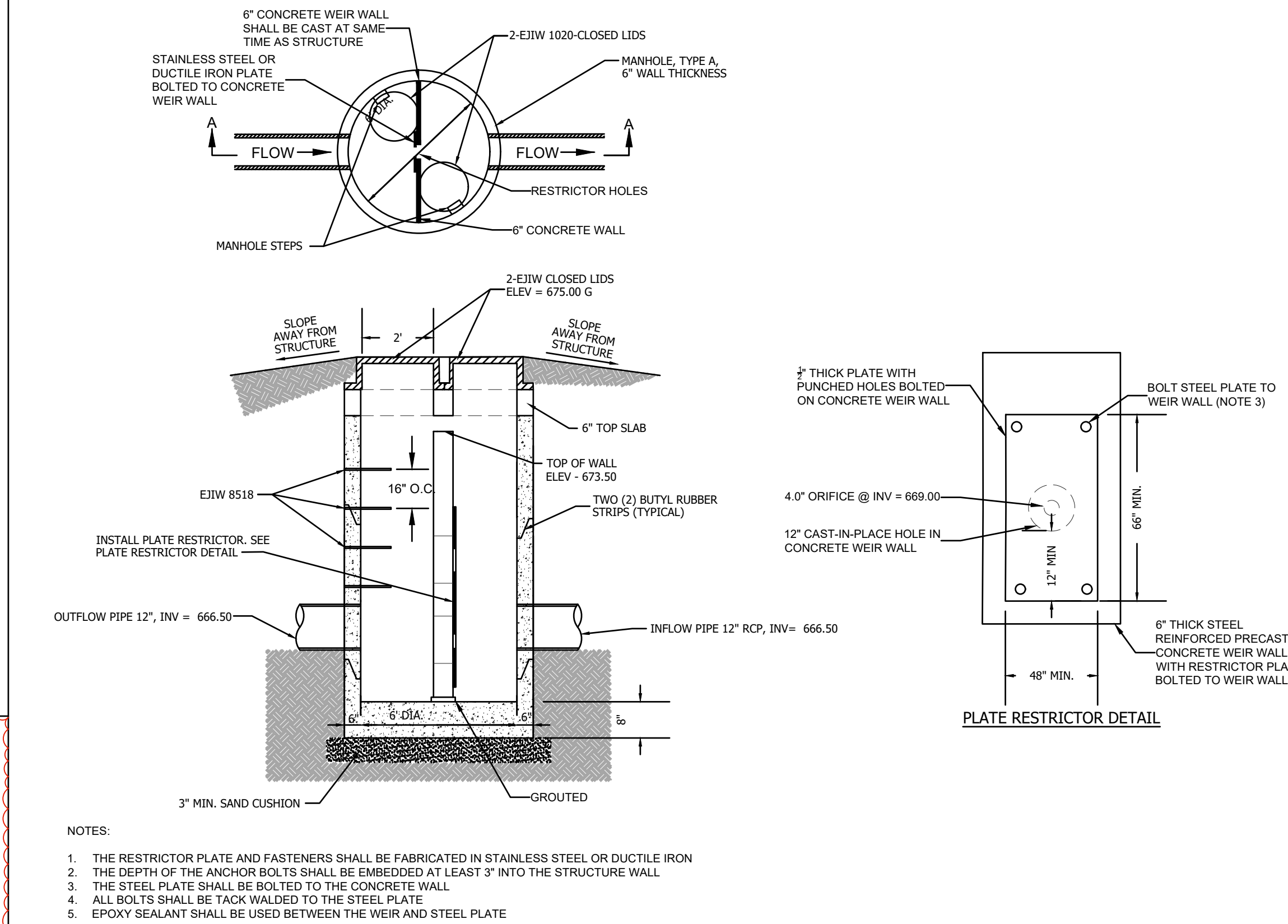
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CONCRETE CURB & GUTTER DETAILS
Scale: NOT TO SCALE



BIORETENTION FACILITY DETAIL
Scale: NOT TO SCALE



RESTRICTOR MANHOLE #1 (ST-16)
Scale: NOT TO SCALE

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BASE BID #2

REVISIONS		
No.	Date	By
01	10/30/24	AD1
02	11/05/24	AD2
03	11/08/24	AD3
04	12/19/24	IFC

Project Number:
23153

Issue Date:
December 19, 2024

Drawn by:
DJB/RAK

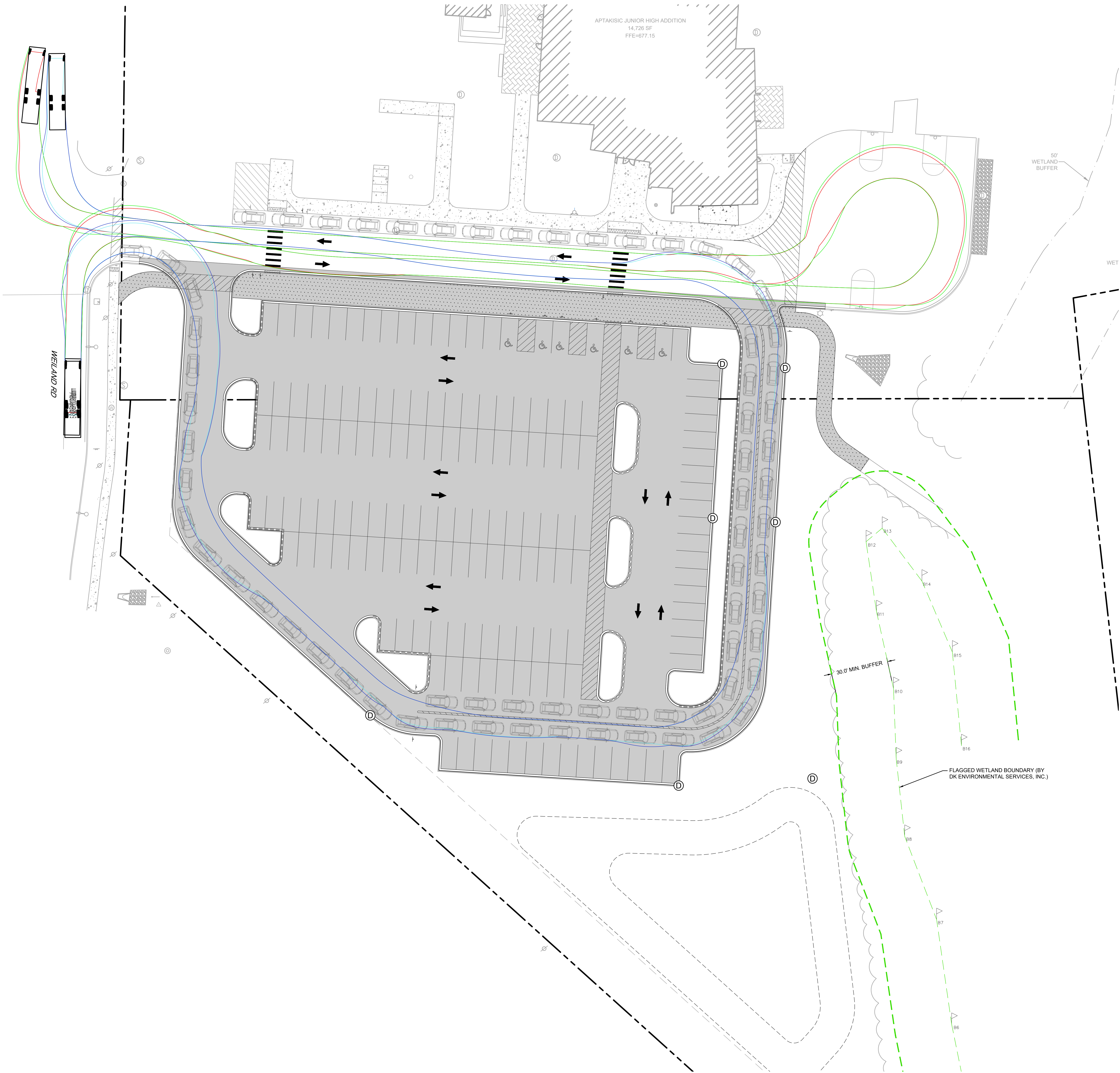
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CONSTRUCTION DETAILS

Sketch Number:

Sheet Number:

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TRUCK TURN SPECIFICATIONS

E-ONE HP100 Platform
Overall Length 40.000ft
Overall Width 8.500ft
Overall Body Height 11.000ft
Min Body Ground Clearance 6.33ft
Track Width 6.00ft
Lock-to-lock time 45.00s
Max Wheel Angle 45.00°

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03	11/08/24	AD3
04	12/19/24	IFC

Project Number:
23153
Issue Date:
December 19, 2024
Drawn by:
DJB/RAK
Sheet Title:
TRUCK TURN EXHIBIT

Sketch Number:

Sheet Number:

C7.0A

Aptakisic JH Additions and Renovations

1231 Weiland Rd
Buffalo Grove, Illinois 60089

Aptakisic-Tripp CCSD 102
1351 Abbott Court
Buffalo Grove, Illinois 60089



WOLD ARCHITECTS
AND ENGINEERS
220 North Smith Street, Suite 310
Palatine, Illinois 60067



ERIKSSON
ENGINEERING
ASSOCIATES, LTD.

145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL: INFO@EEA-LTD.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed

ENGINEER

Under the laws of the State of ILLINOIS

Name Here
License Number: XXXX Date Issue Date

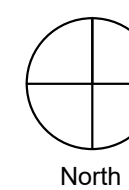
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	Date	Num
Planning and Zoning	10/23/2023	
50% Construction Drawings	11/17/2023	
90% Construction Drawings	12/11/2023	
Issue For Bid	01/08/2024	

Comm: 233064

Date: 01/08/2024

Drawn: MO

Check: KC



SITE DEMOLITION
PLAN



Scale: 1"=20'

LEGEND

EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Inlet	Inlet
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Downspout	Downspout
Ballard	Ballard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Electric Manhole	Electric Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Swale	Swale
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brushline	Brushline
Tree Protection	Tree Protection
Fencing at Drip Line	Fencing at Drip Line

GENERAL NOTES

- The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility in The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of These Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
- Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify The Owner, Engineer and The Village of Buffalo Grove A Minimum of 48 Hours In Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
- These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Store All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
- No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
- The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions and Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
- Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
- The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

SURVEY PROVIDED BY:

Plot of Survey and Topography Provided By Daniel Creaney Company For Eriksson Engineering Associates on 08/08/2023. Order Number 8289

PROJECT BENCHMARKS

- Fire Hydrant NorthEast Bury Blt. on south side of Aptakisic Junior High School. Elevation 676.37

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

Not For Construction

Scale: 1"=20'-0"

C1.00

IL

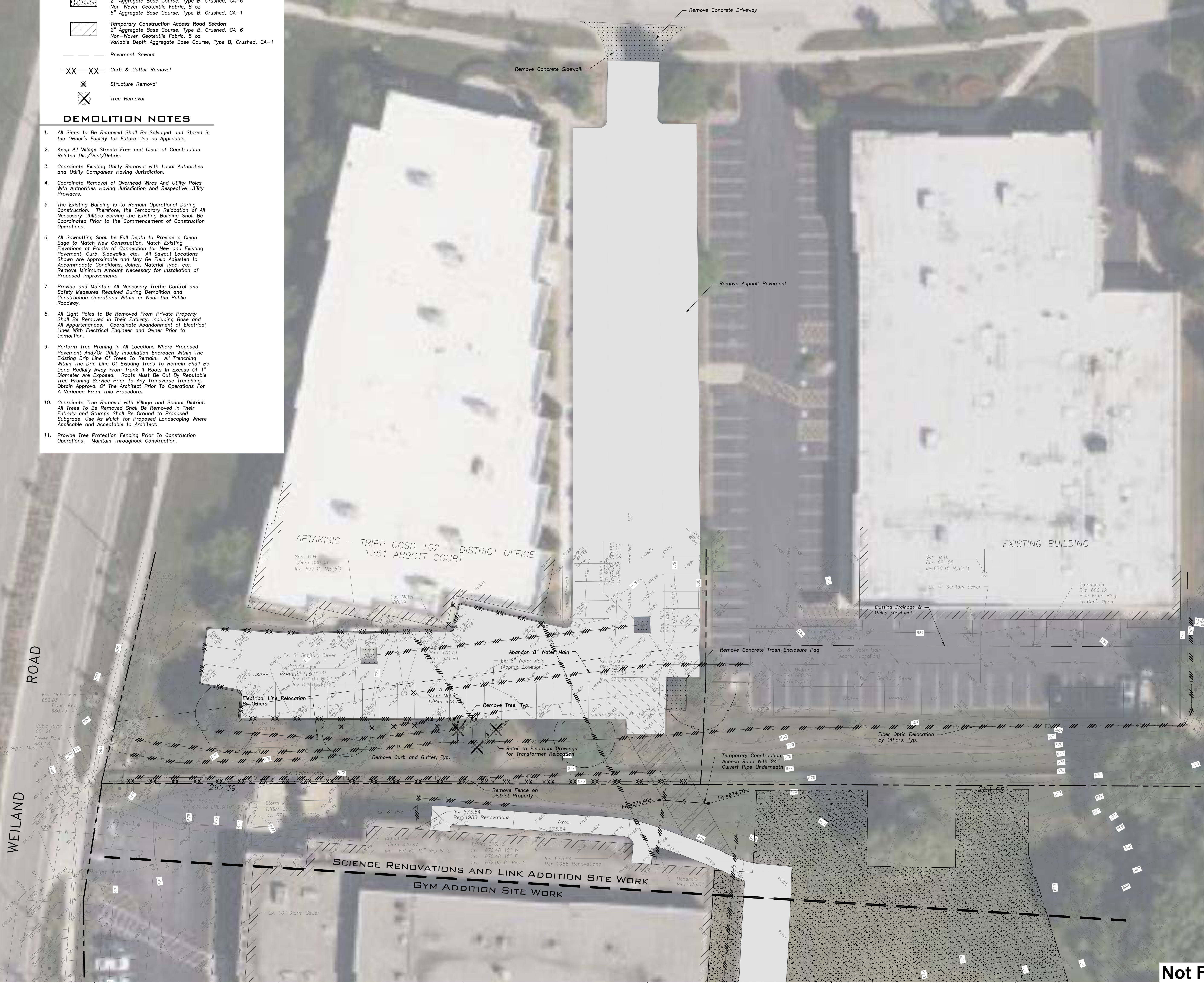
C

DEMOLITION LEGEND

- Utility Line Removal
- Bituminous Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Staging Area Section
- 2" Aggregate Base Course, Type B, Crushed, CA-6
- Non-Woven Geotextile Fabric, 8 oz
- 6" Aggregate Base Course, Type B, Crushed, CA-1
- Temporary Construction Access Road Section
- 2" Aggregate Base Course, Type B, Crushed, CA-6
- Non-Woven Geotextile Fabric, 8 oz
- Variable Depth Aggregate Base Course, Type B, Crushed, CA-1
- Pavement Sawcut
- Curb & Gutter Removal
- Structure Removal
- Tree Removal

DEMOLITION NOTES

- All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.
- Keep All Village Streets Free and Clear of Construction Related Dirt/Dust/Debris.
- Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
- Coordinate Removal of Overhead Wires And Utility Poles With Authorities Having Jurisdiction And Respective Utility Providers.
- The Existing Building is to Remain Operational During Construction. Therefore, the Temporary Relocation of All Necessary Utilities Serving the Existing Building Shall Be Coordinated Prior to the Commencement of Construction Operations.
- All Sawcutting Shall Be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
- Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
- All Light Poles to Be Removed From Private Property Shall Be Removed in Their Entirety, Including Base and All Appendages. Coordinate Abandonment of Electrical Lines With Electrical Engineer and Owner Prior to Demolition.
- Perform Tree Pruning in All Locations Where Proposed Pavement And/Or Utility Installation Encroach Within The Existing Drip Line Of Trees To Remain. All Trenching Within The Drip Line Of Existing Trees To Remain Shall Be Done Radially Away From Trunk If Roots In Excess Of 1" Diameter Are Exposed. Roots Must Be Cut By Reputable Tree Pruning Service Prior To Any Transverse Trenching. Obtain Approval Of The Architect Prior To Operations For A Variance From This Procedure.
- Coordinate Tree Removal with Village and School District. All Trees To Be Removed Shall Be Removed in Their Entirety and Stumps Shall Be Ground to Proposed Substrate. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.
- Provide Tree Protection Fencing Prior To Construction Operations. Maintain Throughout Construction.



LEGEND	
EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Inlet	Inlet
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electric Cable (Buried)	Electric Cable (Buried)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Buffalo Box	Buffalo Box
Downspout	Downspout
Ballard	Ballard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Electric Manhole	Electric Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
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SURVEY PROVIDED BY:

Plot of Survey and Topography Provided By Daniel Creaney Company For Eriksson Engineering Associates on 08/08/2023. Order Number 8289

PROJECT BENCHMARKS

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J.U.L.I.E.

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Aptakisic JH Additions and Renovations

1231 Weiland Rd
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Aptakisic-Tripp CCSD 102

1351 Abbott Court
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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed
ENGINEER
under the laws of the State of **ILLINOIS**

Name Here			
License Number:	XXXX	Date	Issue Date
Revisions			
Description	Date	Author	Num
Planning and Zoning	10/23/2023		
50% Construction Drawings	11/17/2023		
90% Construction Drawings	12/11/2023		
Issue For Bid	01/08/2024		

Comm: 233064
Date: 01/08/2024
Drawn: MO
Check: KC

SITE DEMOLITION PLAN - NORTH

Scale: 1" = 20'-0"

C1.01

Not For Construction

IL

C

PAVING & SURFACE
LEGEND

Asphalt Pavement Section
1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50
2 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
8" Aggregate Base Course, Type B, Crushed, CA-6

Concrete Sidewalk Section
8" Portland Cement Concrete
6"x6" W1.4xW1.4 Welded Wire Fabric
2" Aggregate Base Course, Type B, Crushed

Heavy-Duty Asphalt Pavement Section
1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50
3 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
6" Aggregate Base Course, Type B, Crushed, CA-6
4" Drainage Course, CA-7
Non-Woven Geotextile Fabric, 8 oz

Concrete Driveway Section
8" Portland Cement Concrete
6"x6" W2.9xW2.9 Welded Wire Fabric
6" Aggregate Base Course, Type B, Crushed

Stormwater Overland Flow Path

Ridge Line/High Point

GRADING NOTES

- The Grading and Construction of Proposed Improvements Shall Be Done in a Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.
- All Landscaped Areas Disturbed By Construction Shall Be Respread With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and Sodded.
- Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.
- Accessible Parking Spaces and Loading Spaces Shall Be Sloped at Maximum 2.0% in Any Direction. Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall be 4.9%. Contact Engineer if Conflicts Exist.

LEGEND

EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Inlet	Inlet
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
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Not For Construction

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Aptakisic-Tripp CCSD
102

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed

ENGINEER

under the laws of the State of ILLINOIS

Name Here
License Number: XXXX Date Issue Date

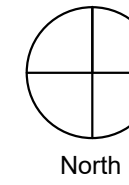
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Comm: 233064

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Check: KC



PROPOSED
CONDITIONS
PLAN - NORTH

Scale: 1" = 20'-0"

C2.01

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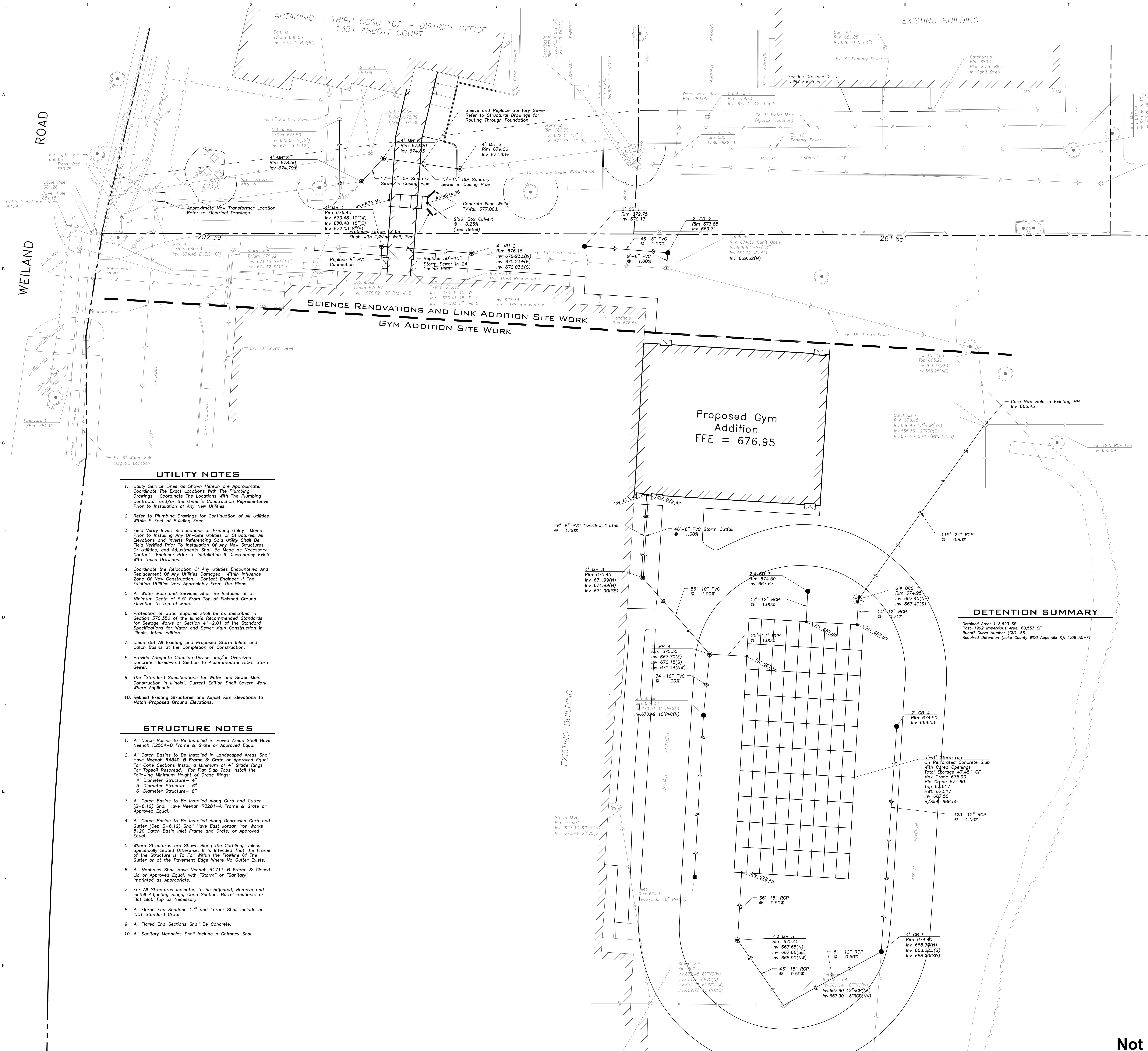
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Scale: 1" = 20'-0"

C3.00

Not For Construction



UTILITY NOTES

- Utility Service Lines as Shown Hereon are Approximate. Coordinate The Exact Locations With The Plumbing Drawings. Coordinate The Locations With The Plumbing Contractor and/or the Owner's Construction Representative Prior to Installation of Any New Utilities.
- Refer to Plumbing Drawings for Continuation of All Utilities Within 5 Feet of Building Face.
- Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Inverts Referencing Said Utility Shall Be Field Verified Prior to Installation of Any New Structures or Utilities, and Adjustments Shall Be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.
- Coordinate the Relocation of Any Utilities Encountered And Replacement of Any Utilities Damaged. Within Influence Zone of New Construction. Contact Engineer if The Existing Utilities Vary Appreciably From The Plans.
- All Water Main and Services Shall Be Installed at a Minimum Depth of 5.5' From Top of Finished Ground Elevation to Top of Main.
- Protection of water supplies shall be as described in Section 370.350 of the Illinois Recommended Standards for Sewage Works or Section 41-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
- Clean Out All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.
- Provide Adequate Coupling Device and/or Oversized Concrete Flared-End Section to Accommodate HDPE Storm Sewer.
- The "Standard Specifications for Water and Sewer Main Construction in Illinois", Current Edition Shall Govern Work Where Applicable.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.

STRUCTURE NOTES

- All Catch Basins to Be Installed in Paved Areas Shall Have Neenah R2504-D Frame & Grate or Approved Equal.
- All Catch Basins to Be Installed in Landscaped Areas Shall Have Neenah R4340-B Frame & Grate or Approved Equal. For Cone Sections Install a Minimum of 4" Grade Rings For Topsoil Restraint. For Flat Slab Tops Install the Following Minimum Height of Grade Rings:
4" Diameter Structure- 4"
5" Diameter Structure- 6"
6" Diameter Structure- 8"
- All Catch Basins to Be Installed Along Curb and Gutter (B-6.12) Shall Have Neenah R3281-A Frame & Grate or Approved Equal.
- All Catch Basins to Be Installed Along Depressed Curb and Gutter (Dep B-6.12) Shall Have East Jordan Iron Works 5120 Catch Basin Inlet Frame and Grate, or Approved Equal.
- Where Structures are Shown Along the Curbline, Unless Specifically Stated Otherwise, It is Intended That the Frame of the Structure is To Fall Within the Flowline Of the Gutter or at the Pavement Edge Where No Gutter Exists.
- All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.
- For All Structures Indicated to be Adjusted, Remove and install Adjusting Rings, Cone Section, Barrel Sections, or Flat Slab Top as Necessary.
- All Flared End Sections 12" and Larger Shall Include an IDOT Standard Grate.
- All Flared End Sections Shall Be Concrete.
- All Sanitary Manholes Shall Include a Chimney Seal.

DETENTION SUMMARY

Detained Area: 118,623 SF
Post-1992 Impervious Area: 60,553 SF
Runoff Curve Number (CN): 86
Required Detention (Lake County WDO Appendix K): 1.06 AC-FT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed

ENGINEER

under the laws of the State of ILLINOIS

Name Here
License Number: XXXX Date Issue Date

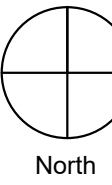
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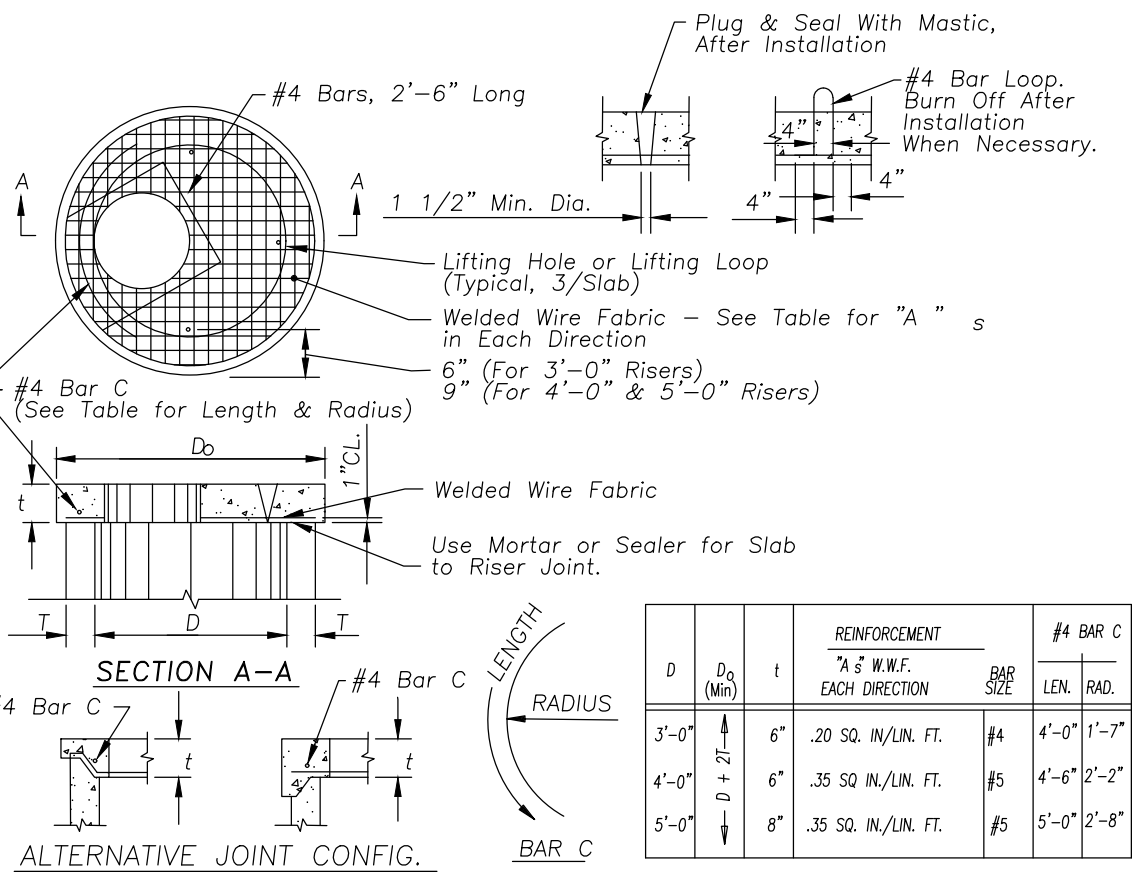
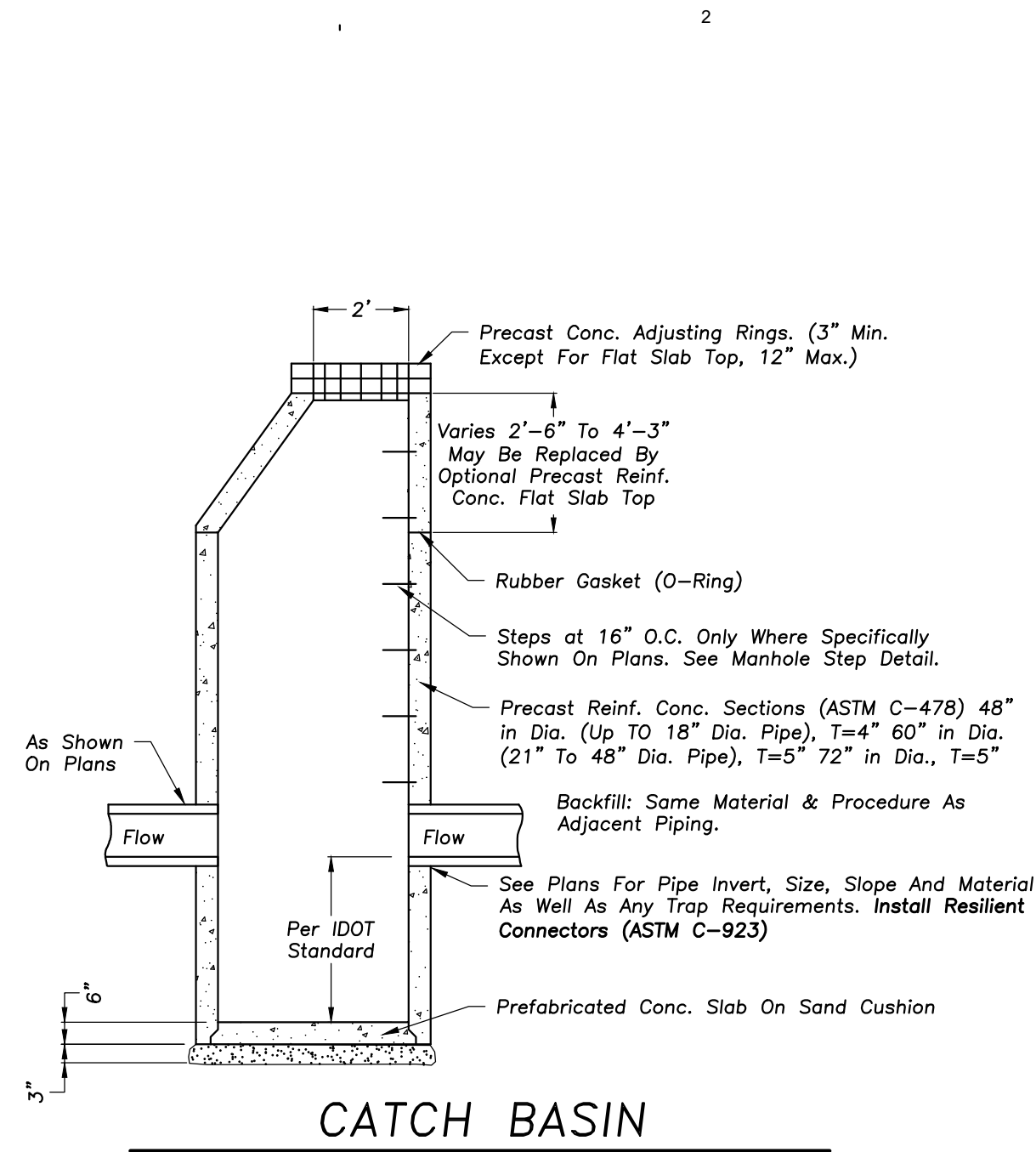
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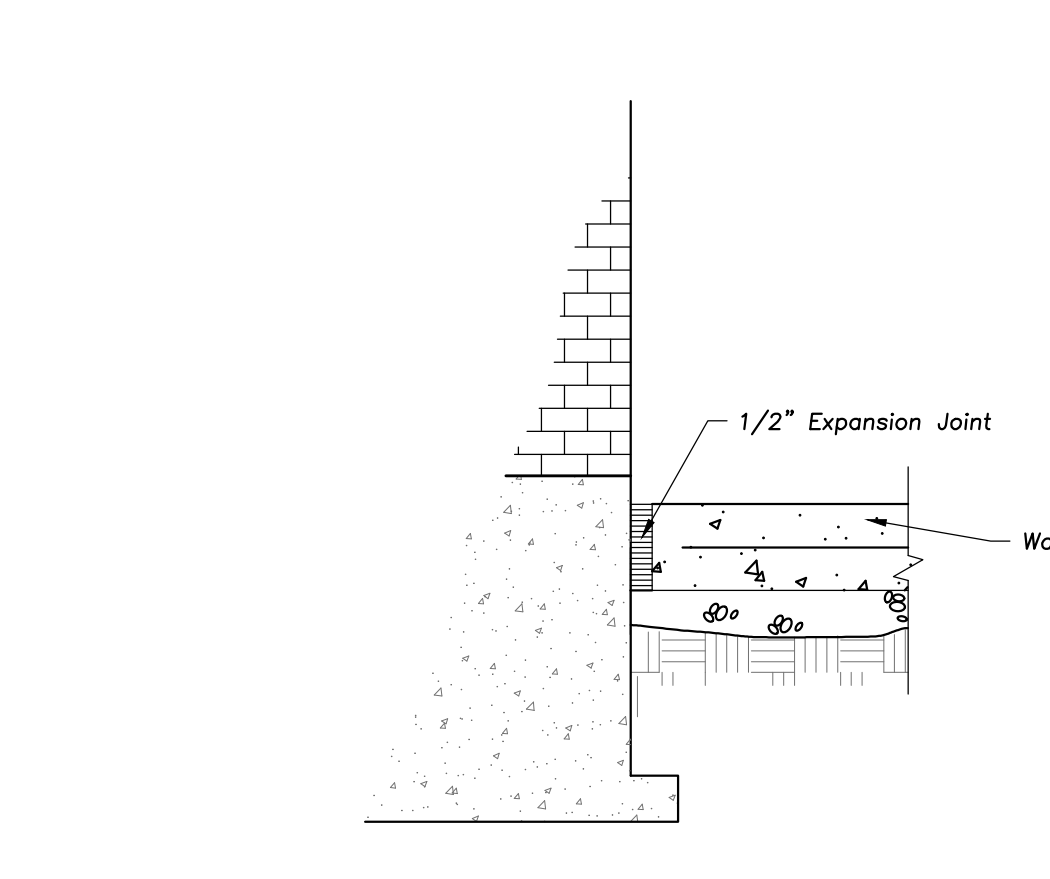
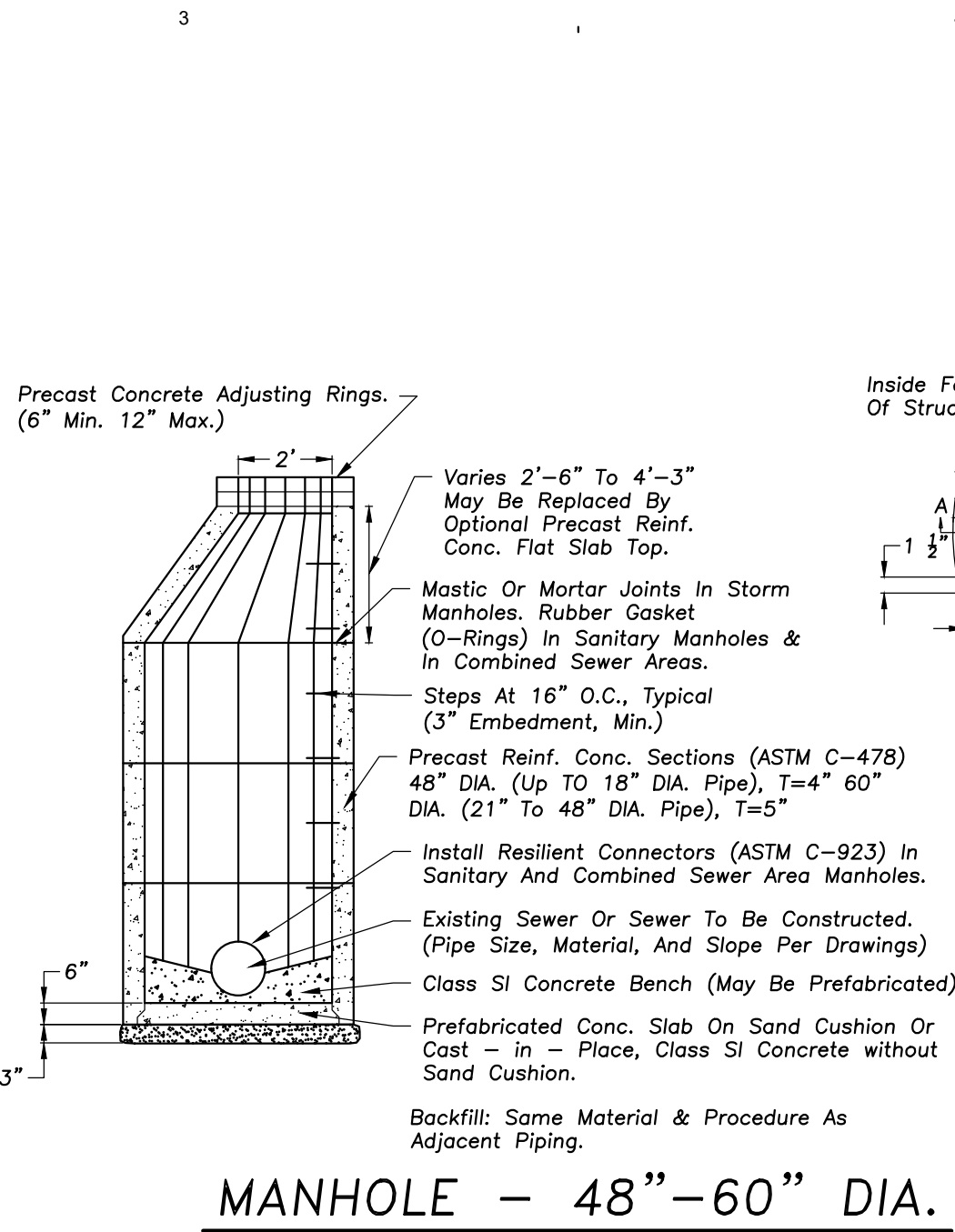
SITE UTILITY
PLAN

Scale: 1" = 20'-0"

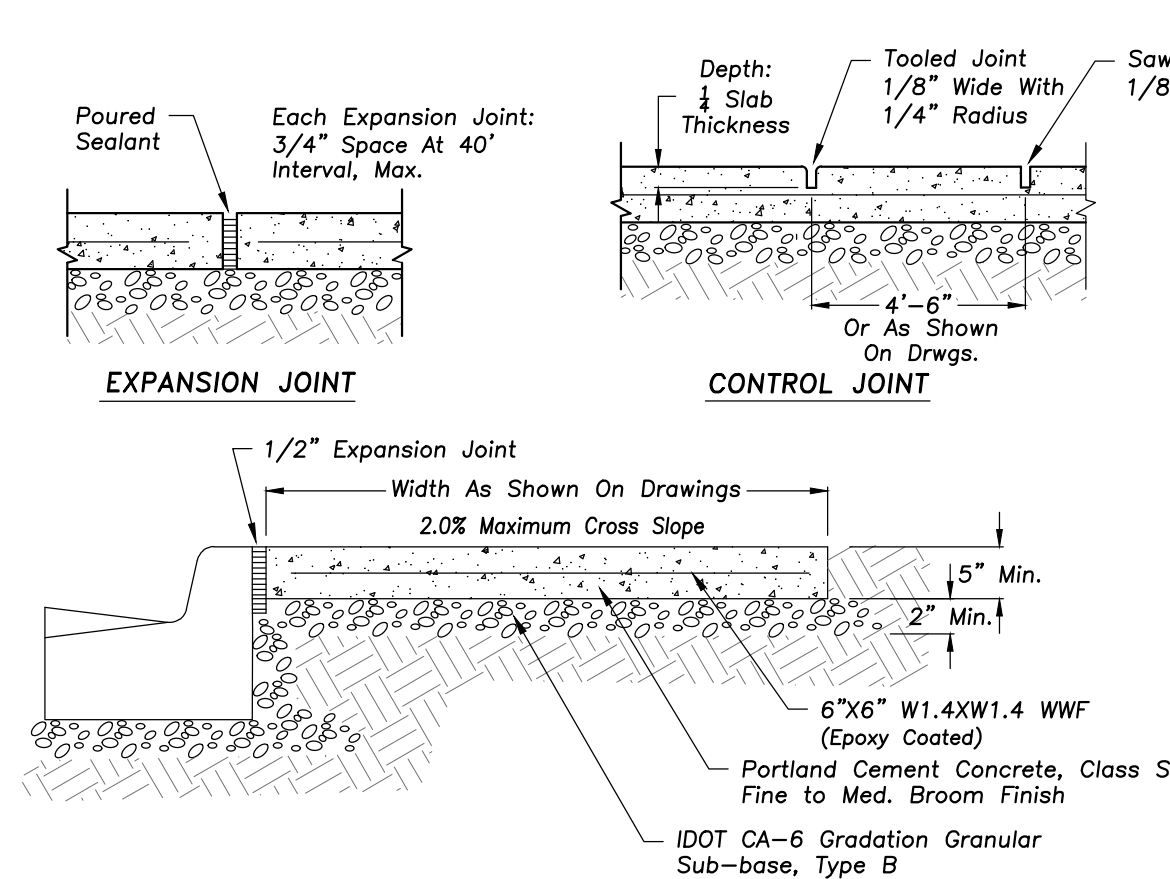
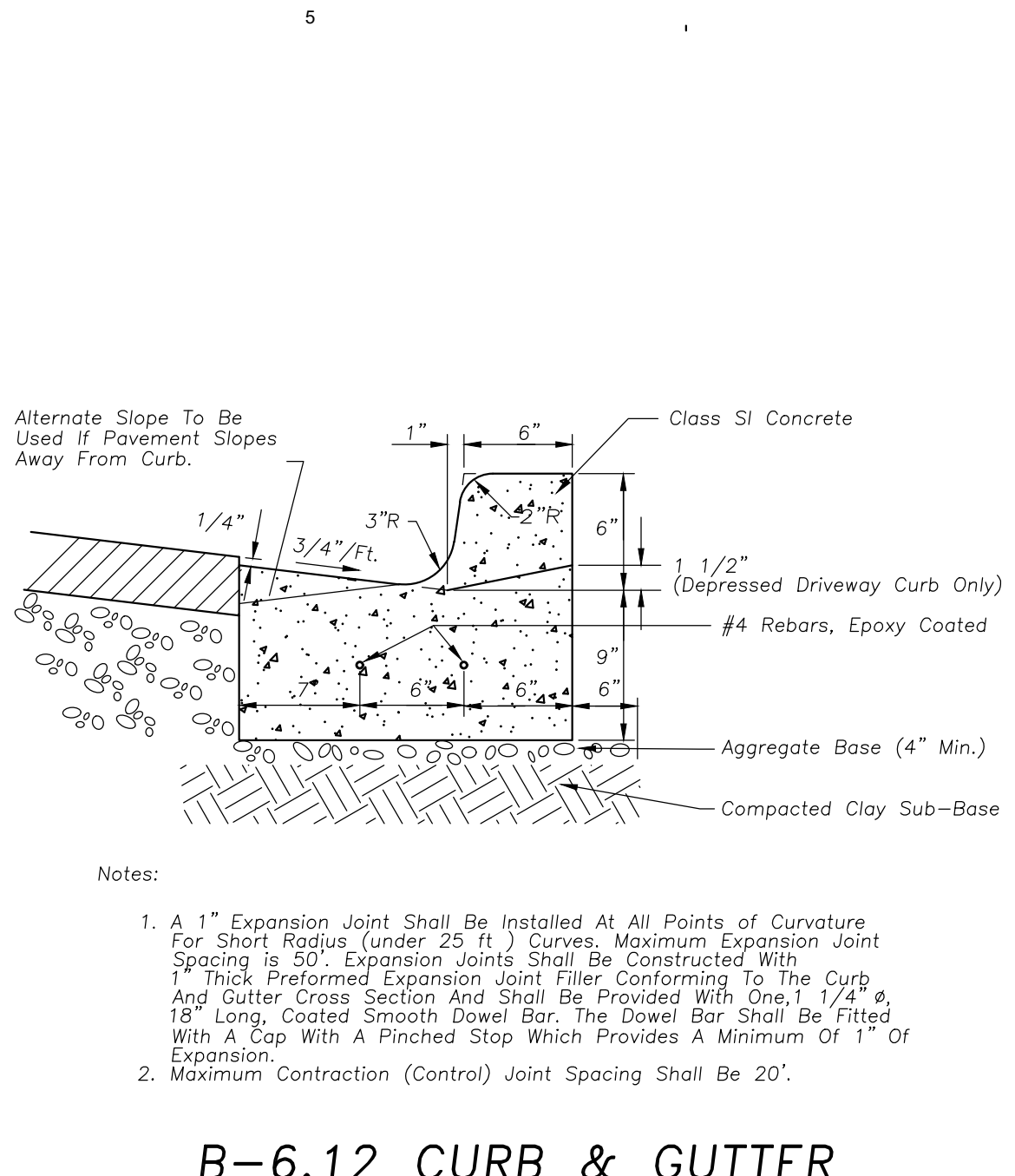
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PRECAST REINF. CONC. FLAT SLAB TOP

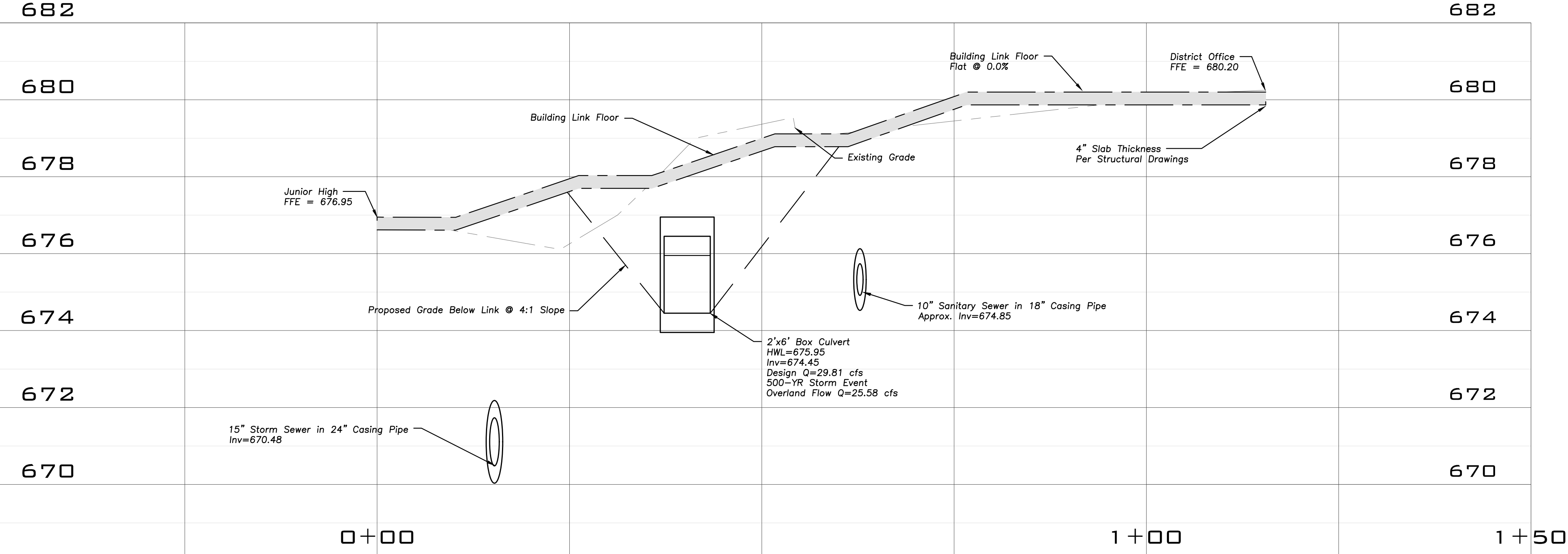


WALK ADJACENT TO BUILDING



PORTLAND CEMENT CONC. SIDEWALK

PROFILE VIEW OF BUILDING LINK



SCALE:
HORIZONTAL 1" = 10'
VERTICAL 1" = 2'

EXHIBIT NO.109
MATERIALS LIST

Date of revision: 9/23/19

Water Distribution Material Specifications:	
Water main pipe	Ductile Iron Pipe. Pipe class thickness—AWWA C150, minimum thickness, Class 52. Pipe—AWWA C151. Pipe lining—AWWA C104. Fittings—AWWA C153. Joints—mechanical and push-on, AWWA C111. Wrap—4 mil. X-Lam conforming to AWWA C105.A21.5 and AWWA C600. No 90-degree bends allowed. All stainless steel trim.
Valves	American Flow Control, Series 2500 resilient wedge gate valve, all sizes two inch to fourteen inch, counterclockwise to open, AWWA C500, AWWA C504. Clow AWWA C-504 Butterfly Valve for sixteen inch and above. Joint end—mechanical, AWWA C111. All stainless steel trim.
Valve Vault	All structures shall be monolithically precast with designed openings or mechanically cored in the field and shall have rubber boots conforming to ASTM C-923. Doghouse vaults are excluded from these requirements when permitted by Village Engineer. Size: For six and eight inch diameter valves, valve vaults shall have a forty-eight inch inside diameter; for pressure connections and valves ten inches and larger in diameter, valve vaults shall have a sixty inch inside diameter. All valve vault cones must be eccentric centers with valve properly aligned.
Castings	Neenah No. R-1772, embossed per Exhibit No. 401.
Fire Hydrant	Waterous Pacer Model WB67-250, AWWA C502, painted fire engine red above ground, with resilient wedge auxiliary gate valve. Nozzles, two to two and one half inch, one at four and one half inch, with threads conforming to National Standard Specifications. Frangible section (breakaway type) with the break line flange located one inch above finished grade. Joint end, six inch, mechanical or push-on. Stainless steel trim below ground. Auxiliary boxes and hydrants shall be a direct flange-to-flange connection.
Fire hydrant extension	Fire hydrant extensions and parts to be manufactured by Waterous only. All stainless steel trim.
Hydrant Valve Box \ Valve boxes	Hydrant Valve Box Tyler 664-S. Lid embossed "WATER." Rubber valve box stabilizer required.
Service Pipe	Copper tube, two inches and smaller, ASTM B88, Type K (1" minimum). Ductile iron, larger than two inches. Conform to Water main section above. Service upgrade for existing water main requires a stainless-steel tap repair clamp. Ford model FSI-CC, minimum length 15" long.
Corporation Stop	Mueller H15000, 1" minimum, AWWA C800, 1" Direct tap or 1 1/4" and larger shall use Ford FC202 stainless steel band, epoxy coated saddle.
Curb Stop	Copper service, Mueller H-15154. Ductile iron service, Resilient wedge counterclockwise to open, AWWA C500, Joint end—mechanical, AWWA C111.
Curb box	Copper service, Mueller H-10302. Ductile iron service, conform to Hydrant Valve Box section above. Ductile iron service, 6" and larger, conform to Valve Vault section above.
Copper to Copper Fittings	Mueller Company Model #H-15400. An all-flared coupling is required, no sweat joint or compression allowed.
Pressure Connections	Ford FTSS style tapping sleeve, American Flow Control Series 2500 tapping valve four inch minimum. All stainless steel trim.

Sanitary Sewer Material Specifications:	
Sewer and Service Connection Pipe	Reinforced concrete pipe—circular reinforcement, minimum Class 3, ASTM C76, with epoxy lining. PVC solid wall (SDR-26H) pipe—ASTM D-3034 for six to fifteen inches in diameter.
Sewer and Service Connection Pipe Joints	Reinforced concrete pipe—ASTM C443. PVC solid wall (SDR-26H) pipe—ASTM D-3212 for six to eighteen inches in diameter.
Sewer and Service Connection Pipe Fittings	PVC solid wall (SDR-26H) pipe—ASTM D3034 for six to fifteen inches in diameter.
Casing Pipes	Steel pipe—ASTM A120, three-eighths inch minimum thickness.
Manholes	Size: For sewer eighteen-inch diameter or less, manhole shall have a forty-eight inch inside diameter. For sewer twenty-one inch to thirty-six inch diameter, manhole shall have a sixty inch inside diameter. For sewer greater than thirty-six inch diameter, manhole shall have an offset riser pipe of forty-eight inch inside diameter. All structures shall be monolithically precast including bases and invert flow lines.
Castings	Neenah No. R-1772, with self-sealing lid and recessed pick hole, embossed per Exhibit No. 301.

Storm Sewer System Material Specifications:	
Structures	All structures shall be precast with designed openings or mechanically cored in the field.
Castings	Closed Lid, Type 1—Neenah No. R-1772, embossed per Exhibit No. 201, Open Lid, Type 1—Neenah No. R-1772, Standard B4.12 or any other barrier curb, Type 11—Neenah No. R-3170 (open curb box) Box height must be 6" minimum with 5" tapers to match curb height. Depressed barrier curb, Type 10—Neenah No. R-3205. Yard inlet - Neenah R-2579, convex grate.
Sewer Pipe Joints	Reinforced concrete pipe—ASTM C443 or C361. PVC solid wall (SDR-26H) pipe—ASTM D-3212 for six to eighteen inches in diameter.
Sump pump service connection pipe/sub surface drain pipe	4" PVC solid wall sewer pipe SDR-35. Blind connections must be cored in storm sewer and pipe connection shall be made with a rubber boot and stainless-steel band. Sump pump per Exhibit No. 202 and underdrain per Exhibit No. 203.

Material Specifications For All Utilities:	
Bedding	CA-11, Class B or better. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 90% modified proctor density as required by ASTM D1557 or AASHTO T-180. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Trench Backfill	CA-11, Class B or better. This item shall meet the requirements of Class B CA-11, per the IDOT Standard Specifications for Road and Bridge Construction. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 90% modified proctor density as required by ASTM D1557 or AASHTO T-180. Jetting of trenches is not permitted. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Adjustments	No more than two precast concrete adjusting rings with six-inch maximum height adjustment shall be allowed, minimum one 2" ring installed on new structures. Only one HDPE ring with a max of 2" may be used within the precast tolerances. Only precast concrete or HDPE adjustment rings permitted. 1/2" x 3.5" mastic to be used between all frames, rings, and structures. Mortar around rings, but none between.

Miscellaneous Material Specifications:	
Detectable Warnings	Quick connect plates or bolted plates by Neenah Enterprises, Inc. Color shall be brick red.
Concrete	In accordance with IDOT Standard Specifications for Road and Bridge Construction
Asphalt	In accordance with IDOT Standard Specifications for Road and Bridge Construction and Chapter 16.50.070 of the Village of Buffalo Grove Municipal Code

* The Village Engineer shall have the authority to approve the use of alternative materials than those specifically required by Exhibit 109 in the manner provided for in this Title. The Village Engineer may approve alternative materials that are not specifically required by this title when:

- The materials or their components required by this title are no longer manufactured and available for purchase; and
- The alternative materials are generally consistent with requirements of this title, including but not limited to those standards relating to production, composition, safety, and aesthetics.

Testing Specifications:

(In addition to the requirements of IDOT's Standard Specifications for Road and Bridge Construction or the Standard Specifications for Water and Sewer Construction in Illinois)

Storm Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer
Sanitary Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer

Aptakisic JH
Additions and
Renovations

1231 Weiland Rd
Buffalo Grove, Illinois 60089

Aptakisic-Tripp CCSD
102
1351 Abbott Court
Buffalo Grove, Illinois 60089

**WOLD ARCHITECTS
AND ENGINEERS**
220 North Smith Street, Suite 310
Palatine, Illinois 60067
woldac.com | 847.241.6100

**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**
145 COMMERCE DRIVE, SUITE A
GRAYBLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL: INFO@EEA-LTD.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed
ENGINEER
under the laws of the State of **ILLINOIS**

Name Here		
License Number:	XXXX	Date Issue Date
Revisions		
Description	Date	Num
Planning and Zoning	10/23/2023	
50% Construction Drawings	11/17/2023	
90% Construction Drawings	12/11/2023	
Issue For Bid	01/08/2024	

Comm: 233064
Date: 01/08/2024
Drawn: MO
Check: KC
North

DETAILS

Scale:

C5.00

Not For Construction

Aptakisc Junior High Gym and Parking Lot Additions
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)



2200 Cabot Drive, Suite 325
Lisle, IL 60532
O: 630.598.0007

Project Name: Aptakisic Jr. High School Parking Expansion
Project Location: 1231 Weiland Road, Buffalo Grove, IL
Date Prepared: 11/13/2024
Engineer: HKC
Plan Date: 10/29/2024

ENGINEER'S OPINION OF PROBABLE COST

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					
1	Mobilization	1	LUMP SUM	\$5,000.00	\$5,000.00
2	Silt Fence	1,350	LF	\$3.00	\$4,050.00
3	Tree Protection Fence	75	LF	\$2.25	\$168.75
4	Inlet Protection	8	EACH	\$300.00	\$2,400.00
5	Concrete Washout	1	EACH	\$500.00	\$500.00
6	Construction Entrance	1	LUMP SUM	\$5,000.00	\$5,000.00
7	Tree Removal - 6" to 15" Diameter	15	EACH	\$250.00	\$3,750.00
8	Topsoil Stripping and Stockpiling	1,500	CY	\$3.00	\$4,500.00
9	Clay Excavation (On-Site Cut & Fill)	3,500	CY	\$10.00	\$35,000.00
10	Clay Excavation (Off-Site Haul-Off)	3,000	CY	\$35.00	\$105,000.00
11	6" Topsoil Respread and Lawn Seeding	3,544	SY	\$4.00	\$14,176.00
12	6" Topsoil Respread and Native Seeding	826	SY	\$8.00	\$6,608.00
13	6" Topsoil Respread and Mulch	520	SY	\$4.00	\$2,080.00
14	Erosion Control Blanket (NAG SC-150)	1,500	SY	\$3.00	\$4,500.00
15	Landscape Restoration (Plantings/Trees)	1	LUMP SUM	\$100,000.00	\$100,000.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$292,732.75
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
A. WATER MAIN IMPROVEMENTS					
1	Valve Vault Structure Adjustment	1	EACH	\$2,500.00	\$2,500.00
SUBTOTAL A - WATER MAIN IMPROVEMENTS					\$2,500.00
B. STORM SEWER IMPROVEMENTS					
1	12" RCP Storm Sewer Pipe	569	LF	\$35.00	\$19,915.00
2	Precast Concrete Flared End Section w/Grate 12"	1	EACH	\$1,000.00	\$1,000.00
3	2'-0" Diameter Catch Basin	3	EACH	\$2,500.00	\$7,500.00
4	4'-0" Diameter Catch Basin	3	EACH	\$4,000.00	\$12,000.00
5	6'-0" Diameter Restrictor Catch Basin	1	EACH	\$8,000.00	\$8,000.00
6	Trench Backfill	461	LF	\$45.00	\$20,745.00
7	Temporary PVC Riser	1	EACH	\$800.00	\$800.00
SUBTOTAL B - STORM SEWER IMPROVEMENTS					\$69,960.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$72,460.00
SCHEDULE III - ON-SITE PAVING IMPROVEMENTS					
1	Subgrade Preparation - Fine Grading	11,500	SY	\$2.00	\$23,000.00
2	Aggregate Base Course - 8"	525	SY	\$12.00	\$6,300.00
3	Aggregate Base Course - 10"	6,700	SY	\$15.00	\$100,500.00

Project Name: Aptakisic Jr. High School Parking Expansion
Project Location: 1231 Weiland Road, Buffalo Grove, IL
Date Prepared: 11/13/2024
Engineer: HKC
Plan Date: 10/29/2024

ENGINEER'S OPINION OF PROBABLE COST

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
4	Bituminous Material Prime Coat	2,500	GAL	\$2.50	\$6,250.00
5	Hot-Mix Asphalt Binder Course, N50 - 2"	525	SY	\$12.00	\$6,300.00
6	Hot-Mix Asphalt Binder Course, N50 - 2.5"	6,700	SY	\$15.00	\$100,500.00
7	Hot-Mix Asphalt Surface Course, N50 - 2"	7,225	SY	\$13.00	\$93,925.00
8	Concrete Curb Type B-6.12	2,400	LF	\$20.00	\$48,000.00
9	Curb & Gutter Removal	425	LF	\$12.00	\$5,100.00
10	Pavement Removal	1,600	SY	\$10.00	\$16,000.00
11	Sawcut Pavement, Full-Depth	400	LF	\$3.50	\$1,400.00
12	PCC Sidewalk - 6" with Subbase	200	SF	\$10.00	\$2,000.00
13	Baseball Field Gravel Removal	1,100	SY	\$8.00	\$8,800.00
14	Pavement Markings	1	LS	\$5,000.00	\$5,000.00
15	Parking Lot Lights	12	EACH	\$5,000.00	\$60,000.00
16	Parking Lot Signage	10	EACH	\$500.00	\$5,000.00
TOTAL SCHEDULE III - ON-SITE PAVING IMPROVEMENTS					\$488,075.00
SUBTOTAL SCHEDULES I-IV					\$853,267.75
CONTINGENCY @ 10%					\$85,326.78
TOTAL					\$938,594.53

Note: The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Engineer's Opinion of Probable Costs

Aptakisic Jr High Gym Addition

Buffalo Grove, Illinois
January 12, 2024



Site Demolition					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Utility Removal	LS	1	\$20,000.00	\$20,000.00
	Asphalt Removal, Full Depth	SY	5437	\$7.00	\$38,059.00
	Concrete Removal, Full Depth	SY	31	\$26.00	\$806.00
	Sign Removal	Ea.	6	\$150.00	\$900.00
	Concrete Curb and Gutter Removal	LF	366	\$5.00	\$1,830.00
	Tree Removal	Ea.	3	\$500.00	\$1,500.00
	Fence Removal	LF	340	\$7.00	\$2,380.00
	Subtotal				\$65,475.00

Earthwork					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Topsoil Stripping (6")	SY	2160	\$2.50	\$5,400.00
	Topsoil Respreading (6")	SY	1195	\$3.00	\$3,585.00
	Earth Excavation (Cut/Fill On Site)	CY	300	\$5.00	\$1,500.00
	Earthwork Haul-In	CY	1000	\$36.00	\$36,000.00
	Construction Staging Stone (CA-1)	CY	900	\$32.00	\$28,800.00
	Construction Staging Stone (CA-6)	CY	300	\$27.00	\$8,100.00
	Subtotal				\$83,385.00

Site Pavement Improvements					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Asphalt Pavement	SY	3280	\$25.00	\$82,000.00
	Heavy-Duty Asphalt Pavement	SY	1120	\$38.00	\$42,560.00
	Concrete Pavement	SY	51	\$58.00	\$2,958.00
	Concrete Walk	SY	119	\$30.00	\$3,570.00
	Concrete Curb and Gutter	LF	92	\$13.50	\$1,242.00
	Sawcut	LF	140	\$2.50	\$350.00
	Subtotal				\$132,680.00

Sewer Improvements					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	5'-8" SingleTrap StormTrap System	acre-ft	1.1	\$1,000,000.00	\$1,100,000.00
	2'x6" Box Culvert	LF	21	\$625.00	\$13,125.00
	6" PVC	LF	92	\$15.00	\$1,380.00
	8" PVC	LF	55	\$28.00	\$1,540.00
	10" DIP	LF	60	\$48.00	\$2,880.00
	10" PVC	LF	178	\$21.00	\$3,738.00
	12" RCP	LF	235	\$30.00	\$7,050.00
	15" Steel Casing Pipe	LF	60	\$45.00	\$2,700.00
	18" RCP	LF	79	\$32.00	\$2,528.00
	24" RCP	LF	115	\$40.00	\$4,600.00
	24" Steel Casing Pipe	LF	50	\$80.00	\$4,000.00
	2' Catch Basin	Ea.	4	\$750.00	\$3,000.00
	4' Catch Basin	Ea.	2	\$1,350.00	\$2,700.00
	Inlet, Type A	Ea.	1	\$1,000.00	\$1,000.00
	4' Manhole	Ea.	7	\$1,500.00	\$10,500.00
	Adjusting Structure	Ea.	2	\$250.00	\$500.00
	Subtotal				\$1,161,241.00

SESC					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Silt Fence	LF	1170	\$3.00	\$3,510.00
	Inlet Protection	Ea.	12	\$75.00	\$900.00
	Subtotal				\$4,410.00

	Total Costs from Above	\$1,447,191.00
	10% Contingency	\$144,719.10
	8% LOC	\$115,775.28
	Opinion of Total Construction Costs	\$1,707,685.38

Aptakisic Tripp Gym and Parking Lot

	EOPC	\$	2,646,279.91	
	10% contingency	\$	2,910,907.90	
	108%	\$	3,122,611.00	LOC amount
	Engineering Review Fee	\$	26,463.00	Reduced to 1% per Ordinance 2004-34
	Cash Deposit	\$	31,226.00	or \$5,000 Minimum \$5,000.00
1	LOC Amount	\$	3,091,385.00	
2	LOC Amount	\$	3,117,611.00	



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.c. O-2025-3

Ordinance Authorizing a Development Improvement Agreement with the Buffalo Grove Park District for the Pump Track at Mike Rylko Park

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of a Development Improvement Agreement with the Buffalo Grove Park District for the Pump Track at Mike Rylko Park

Summary

The Buffalo Grove Park District continues to make significant improvements to the Mike Rylko Community Park located at 1000 Buffalo Grove Road and 951 McHenry Road. Separate of the continual updates near the amphitheater and spray n' play, this project will include significant improvements to the Pump Track at the northeast corner of the park.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include stormwater management, parking lots, and all of the utilities such as water main and sanitary sewer. This DIA was written specifically for the work on the Pump Track at 1000 Buffalo Grove Road and will be held separate of the phased work at the amphitheater.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT Ordinance Rylko Pump Track DIA 12.19.24
2. DIA Mike Rylko Park Pump Track Improvements





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT WITH THE BUFFALO GROVE PARK DISTRICT FOR THE PUMP TRACK AT MIKE RYLKO COMMUNITY PARK

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to approve a Development Improvement Agreement with the Buffalo Grove Park District for the Pump Track at Mike Rylko Community Park.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village President is authorized to execute a Development Improvement Agreement with the Buffalo Grove Park District for the Pump Track at Mike Rylko Community Park, pending attorney review.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Mike Rylko Park Community Park Pump Track Improvements
Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 6th day of January 2024 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Buffalo Grove Park District, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by Gewalt Hamilton Associates, Inc., who have hired and included plans from registered professional engineers (the "Site Plan"), which Preliminary Plans were approved by the Village pursuant to Ordinance No. 2024-86 and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to assure the Village as to the completion of certain site improvements, as a condition precedent to the issuance of building permits for any buildings to be constructed on the Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Developer is a municipal entity in the Village authorized under the Park District Code to improve Parks under its jurisdiction. The Buffalo Grove Park District shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the "Improvements"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Village's Development Ordinance). All utility lines

and services to be installed in the street shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto.

3. All work shall be subject to inspection by and the approval of the Village Engineer. It is agreed that the contractors who are engaged to construct the Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. The Developer has paid or will pay the Village a Review and Inspection Fee, as required by Ordinance. It is understood that said fee is based on the amount of the contracts or cost estimate for those items in Exhibit "B".

5. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer, and/or its contractors shall furnish the Village with evidence of insurance covering their employees in such amounts and coverage as is acceptable to the Village. Nothing herein shall waive any immunities the Village May assert in response to or defense of any such claim.

In addition, by its execution of this Agreement, the Developer agrees, to the extent authorized under the Park District Code, to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents, against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the performance of the work of the Developer, independent contractors or sub-contractors or their officers, agents, or employees. The Developer shall have no liability or damages for the costs incident thereto to the extent caused by the sole negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents, or employees.

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time

limits shown on the Plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence.

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all parking lots or access drives (to include curbs) set forth in the Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which parking lots or access drives have been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9. No occupancy permit shall be issued until all exterior lighting specified on Exhibit "C" is installed and operational.

10. The Developer acknowledges that he is responsible for the proper control of weeds, grass, refuse, and junk on all property which he owns within the Village in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. It is further agreed that the Developer shall continue to be responsible for the proper maintenance of any parcels of property for which the Developer transfers ownership to the Village until such time as the development's Improvements are accepted by the Village in writing in accordance with the provisions of this Agreement.

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is

provided this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the Village's financial contribution to the Developer's project as described in Village Ordinance 2023-10.

11. The Developer agrees that no Improvements constructed in conjunction with this project are sized or located in such a way as to warrant any recapture payment to the Developer pursuant to any applicable previous agreements.

12. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one-year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

13. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Preliminary Plan dated April 15, 2023 per Village Ordinance 2024-86, and the obligations contained therein.

14. Neither party shall cause this Agreement (or any memorandum hereof) to be recorded against the Property.

15. Neither party shall assign this Agreement or any of its terms without the prior, express and written consent of the other party. Furthermore, no assignment of the Developer's obligations shall be effective unless and until the Village approves the language of any proposed assignment and substitute security in the amounts required by this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, IL 60089

By: _____
Name: Erika Strojinc, CPRE
Title: Executive Director

Mike Rylko Park Community Park Pump Track Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

The Southeast quarter of the Southeast quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, excepting therefrom the East 51.0 feet (Except the North 33.0 feet thereof) in Lake County, Illinois.

KNOWN AS: **1000 Buffalo Grove Road, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-29-400-019

AREA = 1,597,709 SQ. FT. OR 36.7 ACRES

Mike Rylko Park Community Park Pump Track Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including (to the extent applicable) earthwork, grading, roads or streets, parking lots, areas and/or parking facilities, sidewalks, sanitary and storm sewers, water main, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

Mike Rylko Park Community Park Pump Track Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: Gewalt Hamilton Associates, Inc.

Entitled: Rylko 2024 Skate Park

Consisting of: 6 sheet(s), last revised 011/19/2024

(see following pages)

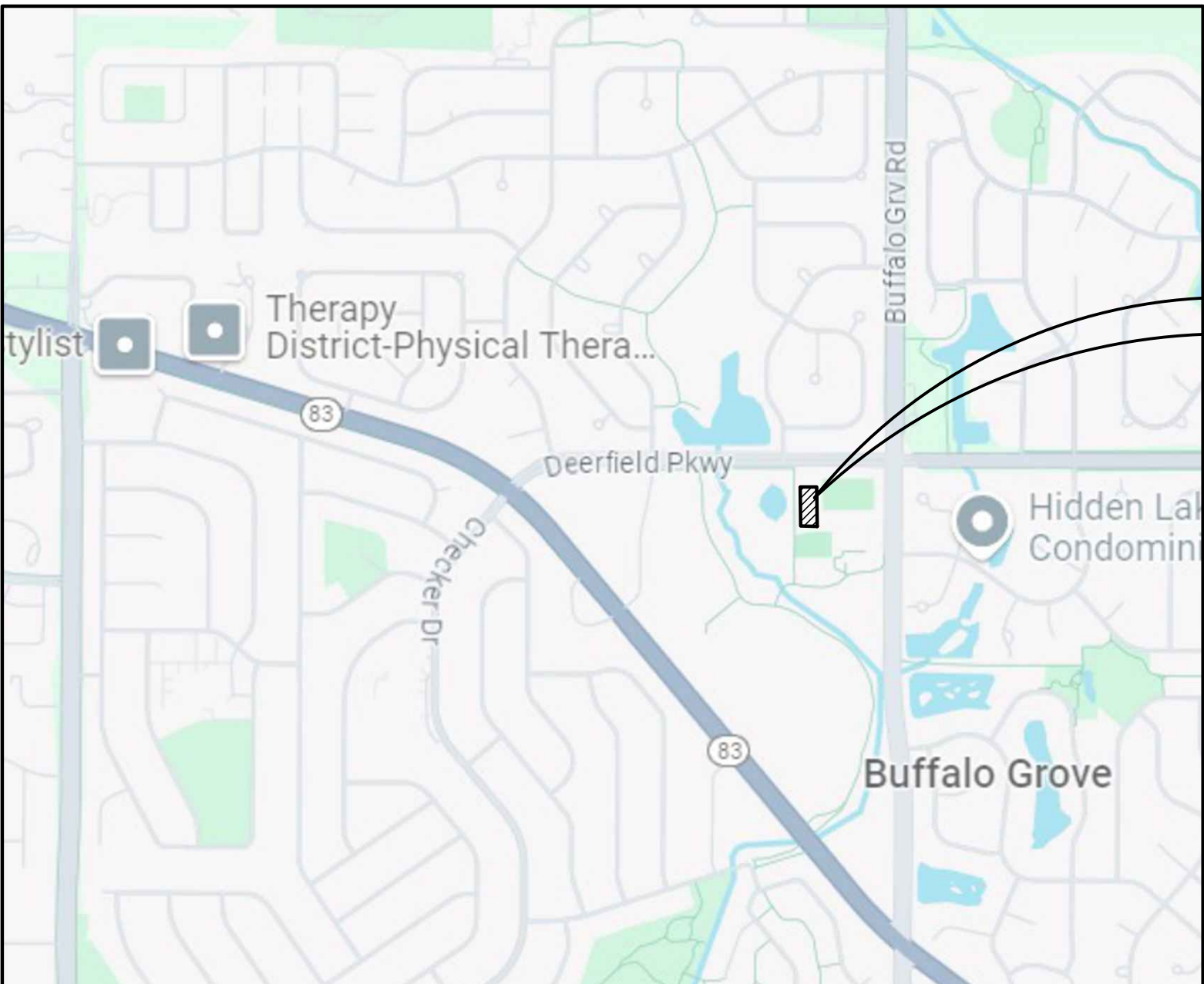
RYLKO 2024 SKATE PARK

BUFFALO GROVE PARK DISTRICT

BUFFALO GROVE, ILLINOIS

STANDARD SYMBOLS

FEATURE	EXISTING	PROPOSED
BUFFALO BOX		
BUSH/SHRUB		
CATCH BASIN		
CLEANOUT		
COMBINE SEWER LINE		
CONTOUR		
CULVERT		
DITCH/SWALE		
ELECTRIC LINE		
ELECTRIC MANHOLE		
FENCE		
FIRE HYDRANT		
FLARED END SECTION		
GAS LINE		
GAS MANHOLE		
GAS VALVE		
INLET		
LIGHT POLE		
OVERHEAD WIRES		
POWER POLE		
R.O.W LINE		
R.O.W MARKER		
SANITARY FORCEMAIN LINE		
SANITARY SEWER LINE		
SANITARY SEWER MANHOLE		
SIGN		
SPOT ELEVATION		
STORM SEWER LINE		
STORM SEWER MANHOLE		
TELEPHONE LINE		
TELEPHONE MANHOLE		
TELEPHONE BOX/PEDESTAL		
TREE-CONIFEROUS (SIZE/TAG#)		
TREE-DECIDUOUS (SIZE/TAG#)		
VALVE BOX		
VALVE VAULT		
WATER VALVE		
WATERMAIN LINE		



PROJECT LOCATION
BUFFALO GROVE ROAD
BUFFALO GROVE, ILLINOIS

TOPOGRAPHIC SURVEY BY:

GEWALT HAMILTON ASSOCIATES, INC.
625 FOREST EDGE DRIVE
VERNON HILLS, ILLINOIS 60061
TELEPHONE: 847-478-9700

PLANS PREPARED FOR:

BUFFALO GROVE PARK DISTRICT
530 BERNARD DRIVE
BUFFALO GROVE, IL 60089

LOCATION MAP (Not to Scale)

BENCHMARK:
ELEVATIONS SHOWN HEREON ARE OBTAINED VIA GPS USING
TRIMBLE VRS@NOW™ (NO PUBLISHED MONUMENT VERIFIED)
DATUM: NAVD88

PROFESSIONAL DESIGN FIRM LICENSE:

GEWALT HAMILTON ASSOCIATES, INC.
DESIGN FIRM — LAND SURVEYOR/PROF ENG
LICENSE NUMBER: 184.000922-0010
EXPIRES: 6/30/2025

COORDINATING/PERMITTING AGENCIES:

VILLAGE OF BUFFALO GROVE

EXISTING UTILITIES: WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. HE SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES, DETAILED INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

CONTRACTOR IS RESPONSIBLE FOR CONTACTING J.U.L.I.E. AT 1-800-892-0123 AND MUST ACQUIRE A DIG NUMBER A MINIMUM OF 72 HOURS PRIOR TO ANY WORK BEING DONE.

NOTE: CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR



SIGNED: Edward J. Speckart P.E.

EDWARD J. SPECKART

DATE: 11/19/2024

ILLINOIS LICENSE NO.: 062-070391

EXPIRATION DATE: NOVEMBER 30, 2025

ISSUED FOR CLIENT REVIEW 11-19-2024



625 Forest Edge Drive ■ Vernon Hills, IL. 60061
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TITLE SHEET

**2024 RYLKO SKATE PARK
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE, ILLINOIS**

FILE: 4647.157-DT.dwg

DRAWN BY: DGC
DATE: 11-19-24
GHA PROJECT #
4647.157

CHECKED BY: EJS
DATE: 11-19-24
SCALE: N.A.

SHEET NUMBER:

1

OF 6 SHEETS

GENERAL NOTES

1.

ALL CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" LATEST EDITION, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION, THE ILLINOIS PLUMBING CODE, THE DETAILS IN THESE PLANS, THE CONTRACT DOCUMENTS, ALL APPLICABLE REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE IEPA AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION AND ALL ADDENDA THERETO.
2.

EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.
3.

WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THE LOOSE MATERIAL WILL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.
4.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE PRIOR TO ORDERING MATERIALS. IN ADDITION, THE CONTRACTOR MUST VERIFY THE LINE AND GRADES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSION OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS/HER OWN RISK AND EXPENSE AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY COSTS INCURRED..
5.

ALL PAVEMENT DIMENSIONS ARE SHOWN TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
6.

WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE THE MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL CAREFULLY PRESERVE ALL PROPERTY MARKS AND MONUMENTS UNTIL THE OWNER, AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.
7.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO BEGINNING WORK.
8.

IF DURING CONSTRUCTION THE CONTRACTOR ENCOUNTERS OR OTHERWISE BECOMES AWARE OF ANY SEWERS OR UNDERDRAINS OTHER THAN THOSE SHOWN ON THE PLANS, HE/SHE SHALL INFORM THE ENGINEER, WHO SHALL DIRECT THE WORK NECESSARY TO MAINTAIN OR REPLACE THE FACILITIES IN SERVICE AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION IF MAINTAINED. EXISTING FACILITIES TO BE MAINTAINED THAT ARE DAMAGED BECAUSE OF NON-COMPLIANCE WITH THIS PROVISION SHALL BE REPLACED AT THE CONTRACTOR'S OWN EXPENSE.
9.

THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES AND HAND SANITIZING STATIONS FOR THE USE OF ALL THE CONTRACTORS PERSONNEL EMPLOYED ON THE WORK SITE. THE FACILITIES SHALL BE MAINTAINED IN PROPER SANITARY CONDITION THROUGHOUT THE PROJECT. THE LOCATION OF THE TEMPORARY FACILITIES SHALL BE APPROVED BY THE ENGINEER.
10.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE NPDES PERMIT AND SWPPP MANUAL. IF NO NPDES PERMIT OR SWPPP MANUAL IS NEEDED FOR THE PROJECT THE CONTRACTOR SHALL PERFORM SOIL EROSION SEDIMENT CONTROL BEST PRACTICES OR AS DIRECTED BY THE OWNER TO PREVENT ILICIT DISCHARGES FROM THE SITE.

UTILITY NOTES

1.

UNDERGROUND WORK SHALL INCLUDE TRENCHING, DISPOSAL OF EXCESS MATERIAL, DEWATERING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION, AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCLUDED TO THE COST OF THE CONTRACT. ALL SEWER SHALL BE INSTALLED USING A LASER AND BEGIN AT THE DOWNSTREAM END.
2.

MACHINE CORE ALL CONNECTIONS TO EXISTING STRUCTURES USING A CORE DRILL. HAMMERING OR SAWING OF STRUCTURES WILL NOT BE ALLOWED.
3.

ALL CONNECTIONS TO EXISTING OR DISSIMILAR STORM/SANITARY LINES SHALL BE DONE WITH STAINLESS STEEL NON-SHEAR COUPLINGS.

PROJECT SPECIFIC NOTES

1.

THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS THAT INCLUDE; CRITICAL SPOT GRADES SUCH AS OVERFLOW ELEVATIONS, SPOT ELEVATIONS NEAR ENTRANCES, SPOT ELEVATIONS ALONG THE DESIGNATED ADA ROUTE, SUFFICIENT INFORMATION SUCH THAT THE ENGINEER MAY VERIFY DETENTION VOLUMES, RIM AND INVERT ELEVATIONS OF ALL SEWERS, RIM AND TOP OF PIPE ELEVATIONS OF ALL WATER MAIN, LOCATIONS OF ALL INSTALLED UNDERGROUND UTILITIES, LOCATIONS OF ALL BURIED BENDS AND FITTINGS AND ALL FIELD CHANGES FROM THE APPROVED DRAWINGS.
2.

ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INITIAL ACCEPTANCE OF THE WORK BY THE OWNER AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE.
3.

ALL CONSTRUCTION WILL BE INSPECTED BY THE OWNER'S REPRESENTATIVE. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MUNICIPALITY AS WELL AS THE STANDARD SPECIFICATIONS.
4.

THE SEWER AND WATER CONTRACTOR SHALL BE REQUIRED TO BE LICENSED AND BONDED WITH THE **VILLAGE OF BUFFALO GROVE** BEFORE WORK IS STARTED.
5.

CONTRACTOR SHALL NOTIFY THE **VILLAGE OF BUFFALO GROVE (847-457-2500) AND THE PROJECT ENGINEER (847-478-9700)** AT LEAST 72 HOURS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.
6.

THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, THE MUNICIPALITY AND THEIR AGENTS, FROM ALL LIABILITY INVOLVED IN CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK ON THIS PROJECT.
7.

THE CONTRACTOR MUST CARRY INSURANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. ALL OFFICIALS, EMPLOYEES AND AGENTS OF GEWALT HAMILTON ASSOCIATES MUST BE LISTED AS ADDITIONAL INSURED.
8.

ALL ELEVATIONS ARE ON **NAVD 88** VERTICAL DATUM.
9.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL TO ADEQUATELY INFORM AND PROTECT THE PUBLIC OF ALL CONSTRUCTION OPERATIONS.
10.

PRIOR TO PLACEMENT OF FABRIC AND STONE, THE SUBGRADE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER. PROOF-ROLLING SHALL BE DONE USING A THREE AXLE DUMP TRUCK TOGETHER WITH LOAD WEIGHING AT LEAST TWENTY-FIVE (25) TONS. THE LOAD SHALL BE UNIFORMLY PLACED IN THE DUMP BODY. ALL DEFICIENCIES SHALL BE REPAIRED AND RE-PROOF-ROLLED UNTIL FOUND ACCEPTABLE TO THE ENGINEER.
11.

CRUSHED CONCRETE IS NOT PERMITTED FOR USE ON THE PROJECT UNLESS PRIOR WRITTEN NOTICE IS GIVEN BY THE ENGINEER.
12.

ALL STONE USED ON THE PROJECT SHALL BE CRUSHED UNLESS SPECIFICALLY NOTED OTHERWISE.
13.

ALL PAVEMENT AND BUILDING SUBGRADE SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY (ASTM D-1557). ALL SUBGRADE IN LAWN AREAS SHALL BE COMPACTED TO 90% MODIFIED PROCTOR DENSITY (ASTM D-1557). ALL TOPSOIL AND SUBGRADE 6" BELOW TOPSOIL SHALL BE COMPACTED TO 80% STANDARD PROCTOR DENSITY (ASTM D-698)
14.

SPREAD SCREENED TOPSOIL ON ALL DISTURBED AREAS AND PROPOSED GREEN AREAS. TOPSOIL SHALL COMPLY WITH REQUIREMENTS OF ARTICLE 1081.05.

EROSION CONTROL NOTES

1.

AT A MINIMUM, THE CONTRACTOR SHALL INSTALL AND MAINTAIN SOIL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE LATEST EDITION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S URBAN MANUAL.
2.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.
3.

LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY ROAD OF MATERIAL THAT IS FROM THE PROJECT. THIS WILL BE DONE AT THE CLOSE OF EACH DAY OF WORK OR MORE FREQUENTLY AS FIELD CONDITIONS WARRANT.
4.

ALL STORM WATER STRUCTURES WITH OPEN LIDS SHALL BE PROTECTED WITH INLET FILTER BASKETS. DURING CONSTRUCTION, SEDIMENT SHALL BE REMOVED AS NEEDED, AND BASKETS SHALL BE REPAIRED OR REPLACED AS NEEDED.
5.

AFTER ACHIEVING PERMANENT VEGETATION, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED, AND THE DRAINAGE STRUCTURES SHALL BE CLEANED.
6.

THE CONTRACTOR SHALL KEEP A WATER SOURCE AT THEIR DISPOSAL FOR THE PURPOSE OF WATERING DOWN SOIL ON SITE AND ADJACENT ROADWAYS WHICH OTHERWISE MAY BECOME AIRBORNE.
7.

THE CONTRACTOR SHALL STABILIZE ALL IDLE, DISTURBED AREAS WITHIN SEVEN DAYS OF CESSATION OF THE CONSTRUCTION ACTIVITIES IN THAT AREA.
8.

THE CONTRACTOR IS EXPRESSLY ADVISED NOT TO DISTURB AREAS WHICH ARE OUTSIDE THOSE NECESSARY TO PROVIDE THE IMPROVEMENTS AS CALLED FOR IN THE PLANS.
9.

ALL EROSION CONTROL MEASURES SHALL BE REPLACED IF DAMAGED OR MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
10.

ALL BYPASS CHANNELS, MUST BE CONSTRUCTED SO THAT CHANNEL FLOWS WILL NOT CAUSE EROSION OF EXCAVATED MATERIAL. IN EACH CASE A SEDIMENTATION BASIN MUST BE CONSTRUCTED SO AS TO ALLOW THE SEDIMENT TO SETTLE PRIOR TO THE DOWNSTREAM OUTLET OF THE PROJECT AREA.
11.

PUMPS MAY BE USED AS BYPASS DEVICES, BUT IN NO CASE WILL THE WATER BE DIVERTED OUTSIDE THE PROJECT LIMIT. ALL PUMPED WATER SHALL BE FREE OF SILT. PUMPING MAY REQUIRE THE USE OF A SEDIMENT CONTAINMENT FILTER BAG AND OTHER SUPPLEMENTAL SEDIMENT CONTROL MEASURES.
12.

CONCRETE WASHOUT FACILITIES SHALL BE MADE AVAILABLE IF NEEDED, AND PROPERLY MAINTAINED THROUGHOUT THE PROJECT.
13.

PROPERLY MANAGE ALL MATERIAL STORAGE AREAS, PORTABLE TOILETS, AND EQUIPMENT FUELING, CLEANING, AND MAINTENANCE AREAS TO ENSURE THESE AREAS ARE FREE OF SPILLS, LEAKS, OR OTHER POTENTIAL POLLUTANTS.
14.

WASTE, CONSTRUCTION DEBRIS, AND BUILDING MATERIALS SHALL BE COLLECTED AND PLACED IN APPROVED RECEPTACLES.



STORMWATER MANAGEMENT COMMISSION

TYPICAL CONSTRUCTION SEQUENCING

- 1.)

Installation of soil erosion and sediment control SE/SC measures
a.) Selective vegetation removal for silt fence installation
b.) Silt fence installation
c.) Construction fencing around areas not to be disturbed
d.) Stabilized construction entrance
- 2.)

Tree removal where necessary (clear & grub)
- 3.)

Construct sediment trapping devices (sediment traps, basins...)
- 4.)

Construct detention facilities and outlet control structure with restrictor & temporary perforated riser
- 5.)

Strip topsoil, stockpile topsoil and grade site
- 6.)

Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
- 7.)

Install storm sewer, sanitary sewer, water and associated inlet & outlet protection
- 8.)

Permanently stabilize detention basins with seed and erosion control blanket
- 9.)

Temporarily stabilize all areas including lots that have reached temporary grade
- 10.)

Install roadways
- 11.)

Permanently stabilize all outlot areas
- 12.)

Install structures and grade individual lots
- 13.)

Permanently stabilize lots
- 14.)

Remove all temporary SE/SC measures after the site is stabilized with vegetation
- *

Soil erosion and sediment control maintenance must occur every two weeks and after every ½ or greater rainfall event

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES

- A.

SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
- B.

FOR THOSE DEVELOPMENTS THAT REQUIRE A DESIGNATED EROSION CONTROL INSPECTOR (DECI), INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
 - UPON COMPLETION OF SEDIMENT AND RUNOFF CONTROL MEASURES (INCLUDING PERIMETER CONTROLS AND DIVERSIONS), PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.
 - AFTER EVERY SEVEN (7) CALENDAR DAYS OR STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
- C.

SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
- D.

A STABILIZED MAT OF CRUSHED STONE MEETING IDOT GRADATION CA-1 UNDERLAIN WITH FILTER FABRIC AND IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, OR OTHER APPROPRIATE MEASURE(S) AS APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
- E.

TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN.
- F.

DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE OR REDISTURBANCE.
- G.

ALL STOCKPILES SHALL HAVE APPROPRIATE MEASURES TO PREVENT EROSION. STOCKPILES SHALL NOT BE PLACED IN FLOOD PRONE AREAS OR WETLANDS AND DESIGNATED BUFFERS.
- H.

SLOPES STEEPER THAN 3H:1V SHALL BE STABILIZED WITH APPROPRIATE MEASURESAS APPROVED BY THE ENFORCEMENT OFFICER.
- I.

APPROPRIATE EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN THE NORMAL WATER LEVEL AND HIGH WATER LEVEL.
- J.

STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.
- K.

IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DISCHARGES SHALL BE ROUTED THROUGH AN APPROVED ANIONIC POLYMER DEWATERING SYSTEM OR A SIMILAR MEASURE AS APPROVED BY THE ENFORCEMENT OFFICER. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE ENFORCEMENT OFFICER, OR APPROVED REPRESENTATIVE, MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
- L.

IF INSTALLED SOIL EROSION AND SEDIMENT CONTROL MEASURES DO NOT MINIMIZE SEDIMENT LEAVING THE DEVELOPMENT SITE, ADDITIONAL MEASURES SUCH AS ANIONIC POLYMERS OR FILTRATION SYSTEMS MAY BE REQUIRED BY THE ENFORCEMENT OFFICER.
- M.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.
- N.

ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
- O.

THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

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FILE: 4647.157-DT.dwg

DRAWN BY: DGC
DATE: 11-19-24

GHA PROJECT #
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DATE: 11-19-24

SCALE:
N.A.

SHEET NUMBER:

2

OF 6 SHEETS



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GENERAL NOTES

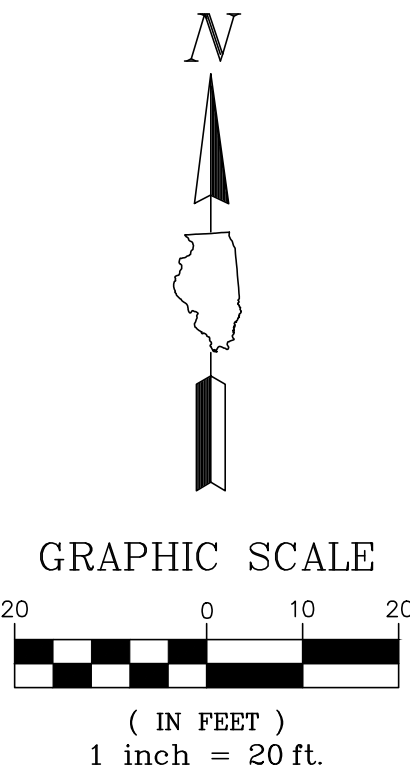
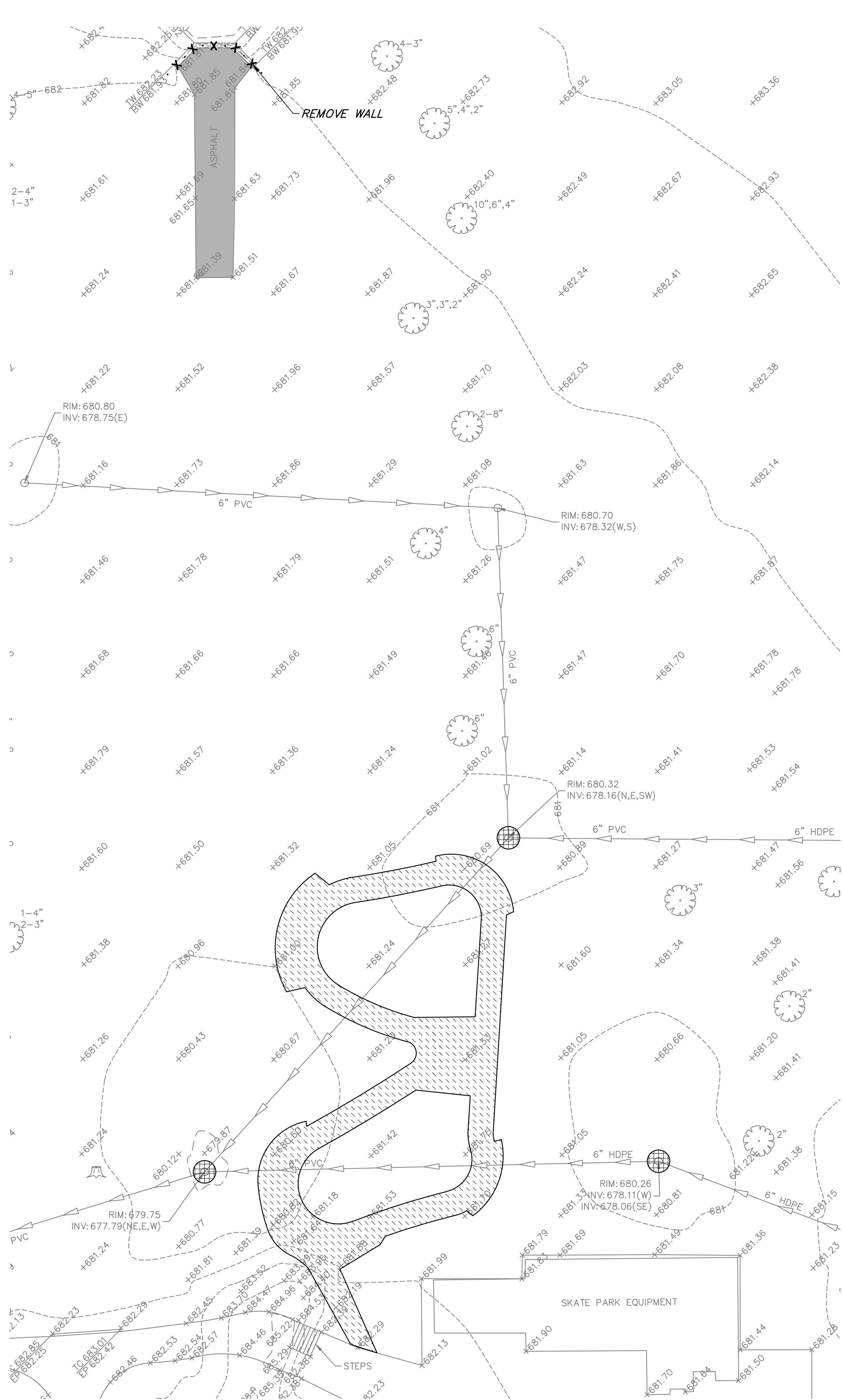
2024 RYLKO SKATE PARK
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE, ILLINOIS

STORM SEWERS	MODEL/SPECIFICATION	STANDARDS/REQUIREMENTS
PIPE BEDDING MATERIAL	CA-11	
TRENCH BACKFILL UNDERDRAIN	CA7/CA-11	CRUSHED CONCRETE NOT ALLOWED, ALL STONE MUST BE WASHED

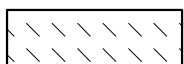
NO.	BY	DATE		REVISION		NO.	BY	DATE	REVISION

EXISTING CONDITION AND DEMOLITION NOTES

1. PRIOR TO STARTING ANY CONSTRUCTION, PROVIDE SOIL EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE PLANS AND AS REQUIRED PER IEPA NPDES GUIDELINES. REFER TO NOTES AND DETAILS THROUGHOUT THE ENTIRE PLAN SET.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION AND DISPOSAL OF ALL EXISTING IMPROVEMENTS ONSITE NECESSARY TO COMPLETE THE JOB. THESE IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, EXISTING PAVEMENTS, CURBS, SIDEWALKS, UTILITIES, LIGHTING, LIGHT BASES, MANHOLES, FENCES, FOUNDATIONS, AND OTHER STRUCTURES WITHIN THE WORK AREA. EXCAVATE AND GRADE TO PROPOSED PAVEMENT AND BUILDING SUBBASE GRADES. (REFER TO FOUNDATION PLANS FOR PROPOSED BUILDING SUBBASE GRADES.) THESE ITEMS SHALL BE COMPLETELY REMOVED AND LEGALLY DISPOSED OF OFFSITE.
3. TEMPORARILY REMOVE, STORE AND PROTECT SIGN AND POSTS WITHIN AFFECTED WORK ZONE FOR REINSTALLATION. COORDINATE ONSITE STORAGE WITH PROPERTY OWNER.
4. THE CONTRACTOR SHALL INCLUDE ALL ASSOCIATED COSTS WITH THE REMOVAL, TRANSPORT, DISPOSAL, TESTING AND CERTIFICATION OF "UNCONTAMINATED SOIL" AS DEFINED UNDER 415 ILCS 5/3.160 INCLUDING ANY FEES, TAXES, OR SURCHARGES CHARGED BY OR THROUGH THE OPERATOR(S) OF CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS OR UNCONTAMINATED SOIL FILL OPERATIONS FOR THE ACCEPTANCE OF UNCONTAMINATED SOIL.
5. CONTRACTOR TO STRIP EXISTING TOPSOIL AND STOCKPILE IN THE LOCATION SHOWN ON THE PLANS. PRIOR TO FINAL PLACEMENT OF TOPSOIL THE TOPSOIL SHALL BE PULVERIZED ON-SITE.



REMOVAL LEGEND

-  PAVEMENT REMOVAL FULL DEPTH
-  EARTH EXCAVATION
-  INLET FILTER BASKET

GHA **GEWALT HAMILTON ASSOCIATES, INC.**
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EXISTING CONDITIONS/DEMOLITION PLAN

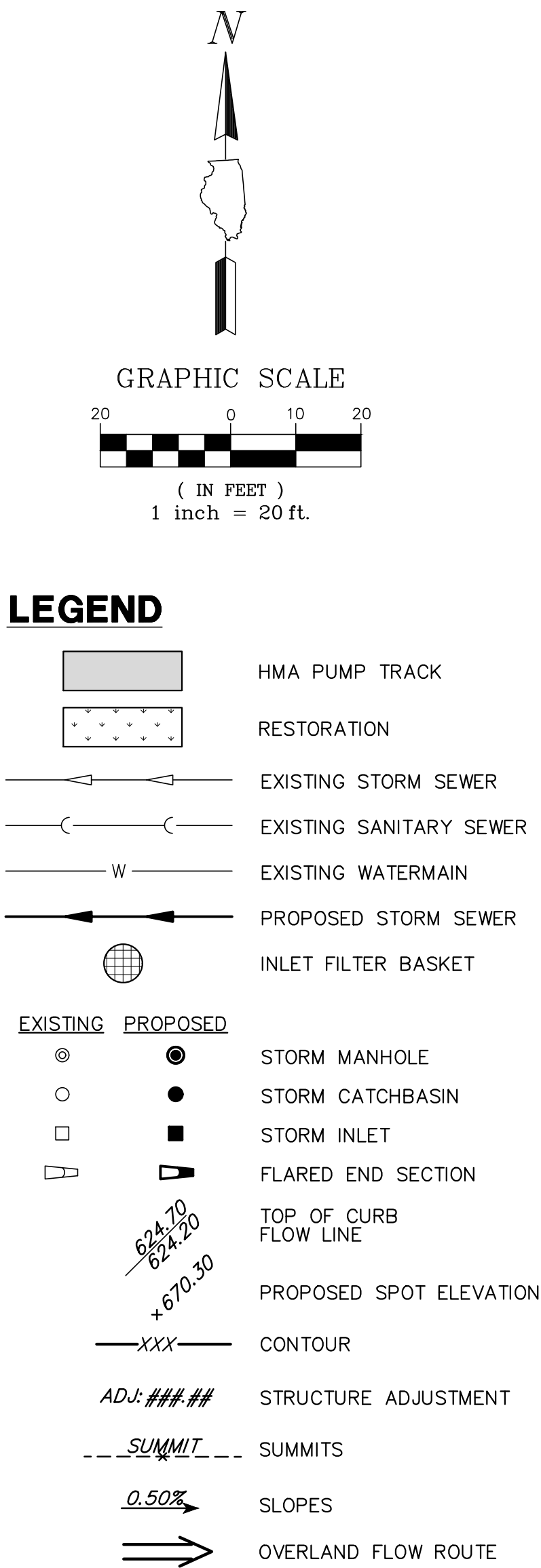
**2024 RYLKO SKATE PARK
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE, ILLINOIS**

				FILE: 4647.157-PR.dwg				SHEET NUMBER: 3	
				DRAWN BY: DGC		GHA PROJECT #			
				DATE: 11-19-24		4647.157			
				CHECKED BY: EJS		SCALE:		OF 6 SHEETS	
				DATE: 11-19-24		1"=20'			
NO.	BY	DATE	REVISION	NO.	BY	DATE	REVISION		

5. ALL PAVEMENT DIMENSIONS ARE TO EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. E=EDGE OF PAVEMENT, B=BACK OF CURB, F=FACE OF CURB. RADII DIMENSIONS ARE TO BACK OF CURB.
2. PROVIDE 1.90% CROSS SLOPE AND 4.5% MAXIMUM LONGITUDINAL SLOPE ON ALL SIDEWALKS AND PEDESTRIAN PATHWAYS UNLESS OTHERWISE INDICATED. ILLINOIS ACCESSIBILITY CODE REQUIRES A MAXIMUM CONSTRUCTED CROSS SLOPE OF 2.00% AND LONGITUDINAL SLOPE OF 5.00%.
3. INSTALL BITUMINOUS PAVEMENT AS SHOWN. REFER TO DETAIL SHEET FOR SPECIFIC PAVEMENT SECTIONS AND GENERAL NOTE SHEET FOR CONSTRUCTION, TESTING AND COMPACTION REQUIREMENTS.
4. CONTRACTOR SHALL INSTALL TEMPORARY EROSION CONTROL SEED AND BLANKET AS NECESSARY TO MEET SOIL EROSION AND SEDIMENT CONTROL REQUIREMENTS. REFER TO NOTES AND DETAILS THROUGHOUT THE PLAN SET FOR SPECIFIC MATERIAL REQUIREMENTS.
5. FOR FINAL RESTORATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED TURF AREAS AND PROPOSED TURF AREAS AS FOLLOWS:
 - a. PRIOR TO PLACEMENT OF TOPSOIL RESTORATION AREA SUBGRADE MATERIAL SHALL BE ROTOILLED AND RE-COMPACTED TO A MAXIMUM OF 80% STANDARD PROCTOR TO A DEPTH OF 6".
 - b. SPREAD A MINIMUM OF 6" OF EXISTING SITE SALVAGED SCREENED TOPSOIL OR NEW PULVERIZED TOPSOIL ON ALL DISTURBED AREAS. COMPACT TO 80% STANDARD PROCTOR.
 - c. TOPSOIL MUST BE FREE OF LITTER, BRUSH, ROCKS AND EARTH CLODS OF GREATER THAN 1 INCH IN ANY DIMENSION. CONTAIN BETWEEN 1%-10% ORGANIC MATTER, 12%-50% CLAY, AND LESS THAN 55% SAND CONTENT. PH SHALL BE BETWEEN 6.0 AND 8.0.
 - d. SEED RESTORATION AREAS AS FOLLOWS:
 - IDOT CLASS 1 SEED. (LAWN MIXTURE)
 - IDOT CLASS 4 SEED. (NATIVE GRASS)
 - FERTILIZER SHALL BE APPLIED FOLLOWING IDOT REQUIREMENTS.
 - EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN S75 OR APPROVED EQUAL INSTALLED FOLLOWING MANUFACTURER GUIDELINES.
 - e. SOD RESTORATION AREAS AS FOLLOWS:
 - SOD SHALL BE 24" WIDE X 54" LONG OR 2.5' BY 30' LONG THICK CUT (1-1/2") OF WELL ROOTED GROWTH MATERIAL.
 - SEED MIXTURE SHALL CLOSELY MATCH IDOT CLASS 1.
 - SOD SHALL BE ROLLED AFTER INSTALLATION.
 - f. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THE RESTORED AREA PER IDOT SPECIFICATIONS FOR A DURATION OF 30 DAYS PRIOR TO THE OWNER'S FINAL REVIEW AND ACCEPTANCE. IF RESTORATION HAS NOT SHOWN A "CATCH" OR UNIFORM STAND, THE CONTRACTOR SHALL REPEAT RESEEDING OR RESODDING UNTIL A UNIFORM STAND IS ACHIEVED.

1. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO INITIATING WORK. ANY DISCREPANCIES FOUND BETWEEN THE INFORMATION NOTED ON THE PLANS AND ACTUAL FIELD CONDITIONS, OR ANY CONFLICTS WITH PROPOSED IMPROVEMENTS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL NOT PROCEED ANY FURTHER UNTIL GIVEN WRITTEN CLARIFICATION ON HOW TO PROCEED.
2. INSTALL STORM SEWER AS SHOWN. REFER TO STORM SEWER REQUIREMENT TABLE ON GENERAL NOTES SHEET FOR PIPE MATERIAL, JOINT, FRAME AND GRATE, STONE BEDDING AND TESTING REQUIREMENTS.
3. CONTRACTOR SHALL PROVIDE THE FOLLOWING AS-CONSTRUCTED DOCUMENTS AT THE CONCLUSION OF THE PROJECT:
 - a. STORM SEWER
 - AS-CONSTRUCTED LOCATIONS OF STRUCTURES, SERVICE CONNECTIONS, CLEANOUTS.
 - RIM AND INVERT ELEVATIONS.
4. THE CONTRACTOR SHALL INCLUDE ALL ASSOCIATED COSTS WITH THE REMOVAL, TRANSPORT, DISPOSAL, TESTING AND CERTIFICATION OF "UNCONTAMINATED SOIL" AS DEFINED UNDER 415 ILCS 5/3.160 INCLUDING ANY FEES, TAXES, OR SURCHARGES CHARGED BY OR THROUGH THE OPERATOR(S) OF CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS OR UNCONTAMINATED SOIL FILL OPERATIONS FOR THE ACCEPTANCE OF UNCONTAMINATED SOIL.
5. ALL EXISTING STRUCTURES AS NOTED SHALL HAVE THE BOTTOM OF THE STRUCTURE AND SUMPS VACUUM CLEANED.
6. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO ALL INLETS AND CATCHBASINS. AREAS OF SURFACE PONDING SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
7. DRAINAGE, SEWER AND VALVE VAULT RIMS SHALL BE FLUSH WITH ADJACENT FINISHED GRADES. ALL RIM ELEVATION OF STRUCTURES SHALL BE ADJUSTED TO FINISHED GRADE OF ROADWAYS, ISLANDS, CURBLES, ETC. IF A CONFLICT EXISTS, NOTIFY ENGINEER PRIOR TO FINAL ADJUSTMENT OF STRUCTURE ELEVATION.

- PRIOR TO STARTING ANY CONSTRUCTION, PROVIDE SOIL EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE PLANS AND AS REQUIRED PER IEPA NPDES GUIDELINES. REFER TO NOTES AND DETAILS THROUGHOUT THE ENTIRE PLAN SET.
2. REFER TO GENERAL NOTES FOR GRADING, COMPACTION AND PROOF ROLL REQUIREMENTS.
3. CRUSHED CONCRETE MEETING IDOT CERTIFICATIONS FOR THE DESIGN PLAN GRADATIONS FOR NON-POROUS PAVEMENT AND SIDEWALK STONE BASE, STRUCTURAL FILL, AND TRENCH BACKFILL WILL BE PERMITTED.
4. CRUSHED CONCRETE MAY NOT BE USED FOR UNDERDRAIN TRENCH OR POROUS FILL CONDITIONS.
5. THE CONTRACTOR SHALL IMPORT OR EXPORT SOIL AS NECESSARY TO CONSTRUCT THE SITE TO SPECIFIED PLAN GRADES. SUCH WORK IS CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR SUCH WORK. MINOR ADJUSTMENTS TO GRADES CAN BE ACCOMMODATED WITH PROJECT ENGINEER APPROVAL.
6. THE CONTRACTOR SHALL INCLUDE ALL ASSOCIATED COSTS WITH THE REMOVAL, TRANSPORT, DISPOSAL, TESTING AND CERTIFICATION OF "UNCONTAMINATED SOIL" AS DEFINED UNDER 415 ILCS 5/3.160 INCLUDING ANY FEES, TAXES, OR SURCHARGES CHARGED BY OR THROUGH THE OPERATOR(S) OF CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS OR UNCONTAMINATED SOIL FILL OPERATIONS FOR THE ACCEPTANCE OF UNCONTAMINATED SOIL.
7. ALL STRUCTURES SHALL BE ADJUSTED TO MEET FINISHED TURF AND PAVEMENT GRADES.
8. REFER TO SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS FOR SEED AND BLANKET REQUIREMENTS FOR TEMPORARY STABILIZATION.
9. REFER TO GEOMETRIC PLAN OR LANDSCAPE PLAN FOR FINAL RESTORATION REQUIREMENTS.
10. CONTRACTOR SHALL PROVIDE THE FOLLOWING AS-CONSTRUCTED DOCUMENTS AT THE CONCLUSION OF THE PROJECT:
 - a. LAWN OR OPEN SPACE AREAS
 - SPOT ELEVATIONS AT A MAXIMUM 50 FOOT GRID.
 - SPOT ELEVATION TOP AND BOTTOM OF BERMS OR SWALES
 - SPOT ELEVATIONS AND RIDGE / HIGH AND LOW POINTS.
 - b. PARKING LOT AND HARD SURFACES
 - TOP OF CURB AND FLOWLINE ELEVATIONS AT SIMILAR LOCATIONS TO PROPOSED GRADING.
 - SPOT ELEVATIONS AT SUMMIT / HIGH AND LOW POINTS.
 - c. ADA PARKING STALLS, SIDEWALK RAMPS, AND ADA ROUTES
 - PROVIDE 6 SPOT ELEVATIONS WITHIN THE PARKING STALL 3' ALONG THE FRONT AND REAR OF THE STALL AT 8' FOOT SPACING ALONG THE STALL PAVEMENT MARKINGS.
 - PROVIDE 4 SPOT GRADES PER SQUARE AT LANDINGS AND ANY TAMPERS OR RAMPS.
 - PROVIDE SPOT ELEVATIONS ALONG ROUTE AT MAXIMUM 10 FOOT SPACING ON BOTH SIDES OF THE PATH TO CONFIRM CROSS AND LONGITUDINAL SLOPES REQUIREMENTS HAVE BEEN MET.



**2024 RYLKO SKATE PARK
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE, ILLINOIS**

GHA GEWALT HAMILTON
ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

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LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES

- A. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
- B. FOR THOSE DEVELOPMENTS THAT REQUIRE A DESIGNATED EROSION CONTROL INSPECTOR (DECI), INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
- UPON COMPLETION OF SEDIMENT AND RUNOFF CONTROL MEASURES (INCLUDING PERIMETER CONTROLS AND DIVERSIONS), PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.
 - AFTER EVERY SEVEN (7) CALENDAR DAYS OR STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.

C. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.

D. A STABILIZED MAT OF CRUSHED STONE MEETING IDOT GRADATION CA-1 UNDERLAIN WITH FILTER FABRIC AND IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, OR OTHER APPROPRIATE MEASURE(S) AS APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

E. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN.

F. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE OR REDISTURBANCE.

G. ALL STOCKPILES SHALL HAVE APPROPRIATE MEASURES TO PREVENT EROSION. STOCKPILES SHALL NOT BE PLACED IN FLOOD PRONE AREAS OR WETLANDS AND DESIGNATED BUFFERS.

H. SLOPES STEEPER THAN 3H:1V SHALL BE STABILIZED WITH APPROPRIATE MEASURES AS APPROVED BY THE ENFORCEMENT OFFICER.

I. APPROPRIATE EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN THE NORMAL WATER LEVEL AND HIGH WATER LEVEL.

J. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.

K. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DISCHARGES SHALL BE ROUTED THROUGH AN APPROVED ANIONIC POLYMER DEWATERING SYSTEM OR A SIMILAR MEASURE AS APPROVED BY THE ENFORCEMENT OFFICER. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE ENFORCEMENT OFFICER, OR APPROVED REPRESENTATIVE, MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.

L. IF INSTALLED SOIL EROSION AND SEDIMENT CONTROL MEASURES DO NOT MINIMIZE SEDIMENT LEAVING THE DEVELOPMENT SITE, ADDITIONAL MEASURES SUCH AS ANIONIC POLYMERS OR FILTRATION SYSTEMS MAY BE REQUIRED BY THE ENFORCEMENT OFFICER.

M. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.

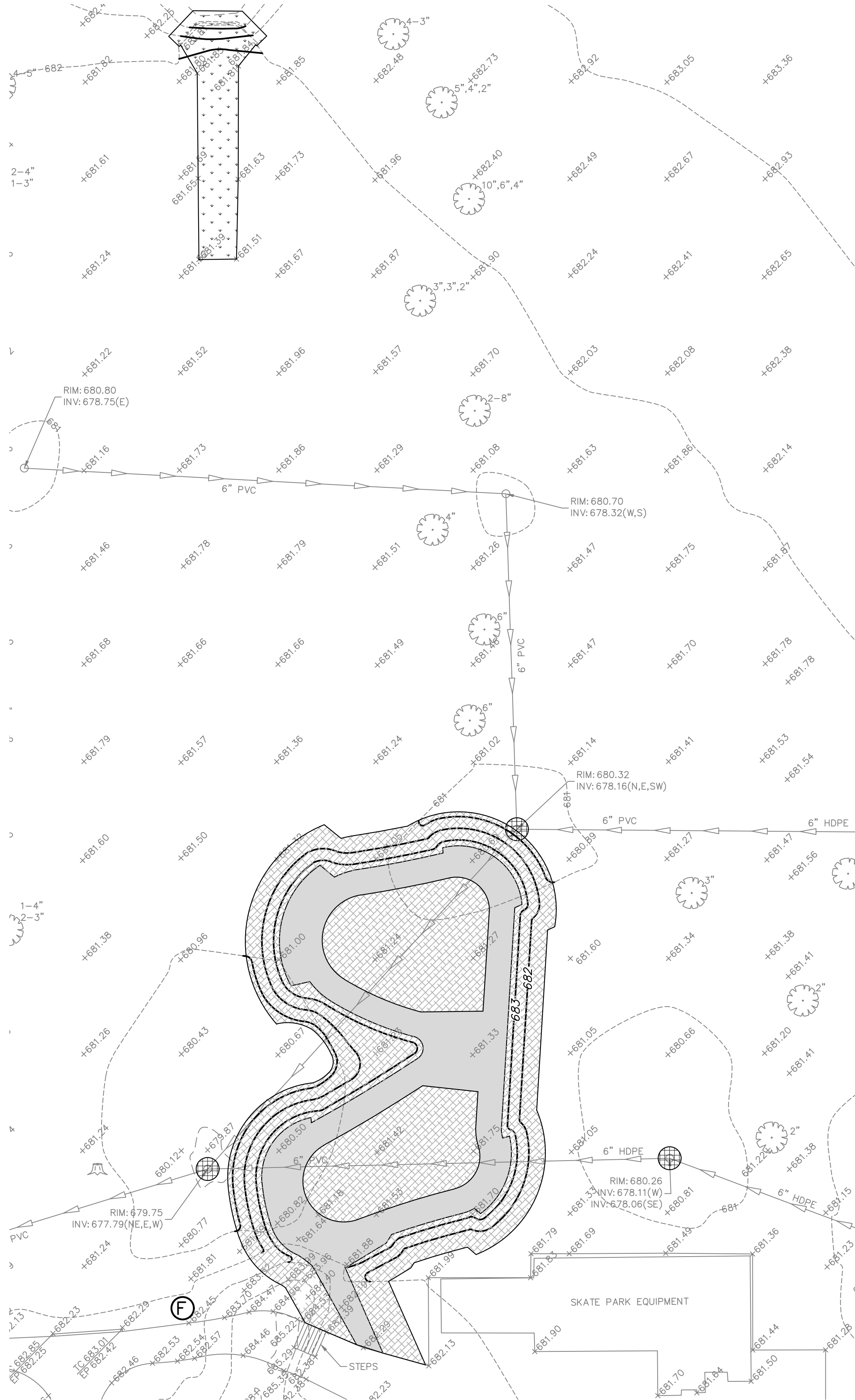
N. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

O. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

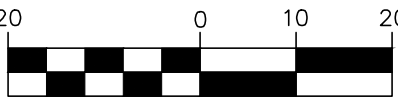


STORMWATER MANAGEMENT COMMISSION
TYPICAL CONSTRUCTION SEQUENCING

- 1.) Installation of soil erosion and sediment control SE/SC measures
 - a.) Selective vegetation removal for silt fence installation
 - b.) Silt fence installation
 - c.) Construction fencing around areas not to be disturbed
 - d.) Stabilized construction entrance
 - 2.) Tree removal where necessary (clear & grub)
 - 3.) Construct sediment trapping devices (sediment traps, basins...)
 - 4.) Construct detention facilities and outlet control structure with restrictor & temporary perforated riser
 - 5.) Strip topsoil, stockpile topsoil and grade site
 - 6.) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
 - 7.) Install storm sewer, sanitary sewer, water and associated inlet & outlet protection
 - 8.) Permanently stabilize detention basins with seed and erosion control blanket
 - 9.) Temporarily stabilize all areas including lots that have reached temporary grade
 - 10.) Install roadways
 - 11.) Permanently stabilize all outlot areas
 - 12.) Install structures and grade individual lots
 - 13.) Permanently stabilize lots
 - 14.) Remove all temporary SE/SC measures after the site is stabilized with vegetation
- * Soil erosion and sediment control maintenance must occur every two weeks and after every ½ or greater rainfall event



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

SESC LEGEND

- TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH, 6" MIN. SEEDING, CLASS 7
- EROSION CONTROL BLANKET NAG S150 (3:1 SLOPES OR STEEPER)
- STORM SEWER INLET PROTECTION:
– INLET FILTER BASKET
- PORTABLE RESTROOM FACILITY



625 Forest Edge Drive ■ Vernon Hills, IL. 60061
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SOIL EROSION & SEDIMENT CONTROL PLAN

2024 RYLKO SKATE PARK
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE, ILLINOIS

FILE: 4647.157-PR.dwg

DRAWN BY: DGC

DATE: 11-19-24

GHA PROJECT #

4647.157

CHECKED BY: EJS

DATE: 11-19-24

SCALE:

1"=20'

SHEET NUMBER:

5

OF 6 SHEETS

NO. BY DATE

REVISION

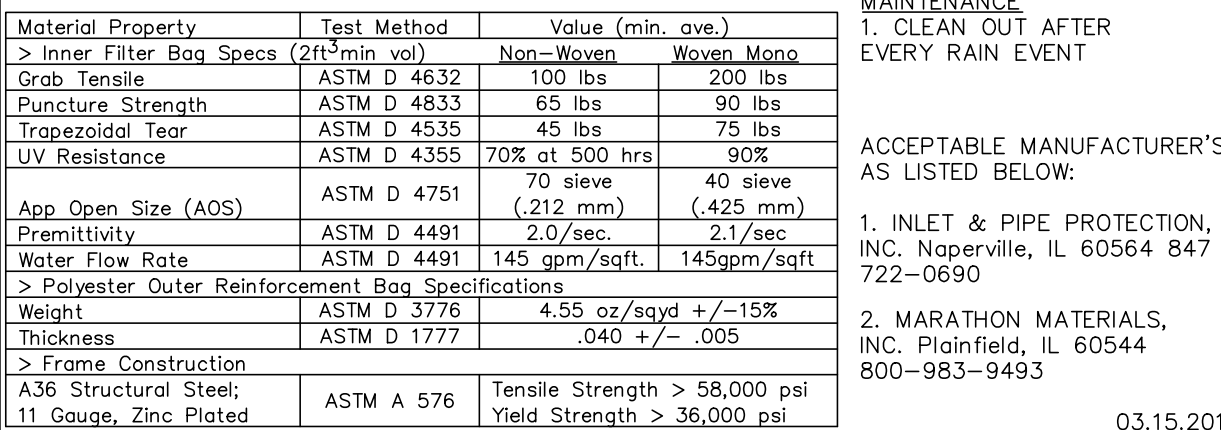
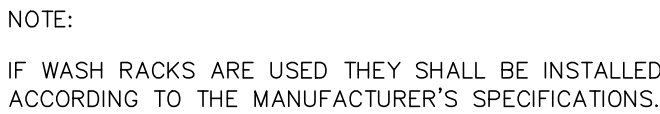
NO. BY DATE

REVISION

A = KENTUCKY BLUEGRASS @ 90 LBS./AC. MIXED WITH PERENNIAL RYEGRASS @ 30 LBS./AC.
B = KENTUCKY BLUEGRASS @ 135 LBS./AC. MIXED WITH PERENNIAL RYEGRASS @ 45 LBS./AC.
C = SPRING OATS @ 100 LBS./AC.
D = WHEAT OR CEREAL RYE @ 150 LBS./AC.
E = SOD
F = STRAW MULCH (HYDROMULCH OR USE STRAW BLANKET) @ 2 TONS/AC.
XXX = IRRIGATION NEEDED

IRRIGATION SHOULD BE PROVIDED AS NECESSARY TO THOROUGHLY ESTABLISH INTENDED GROWTH.

NOTE:
SPRAYED ON PRODUCTS CANNOT BE USED NOV.—FEB.



- NOTE:
- *IN LOOSE SOIL, CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP'S.



TYPICAL SOIL PROTECTION CHART

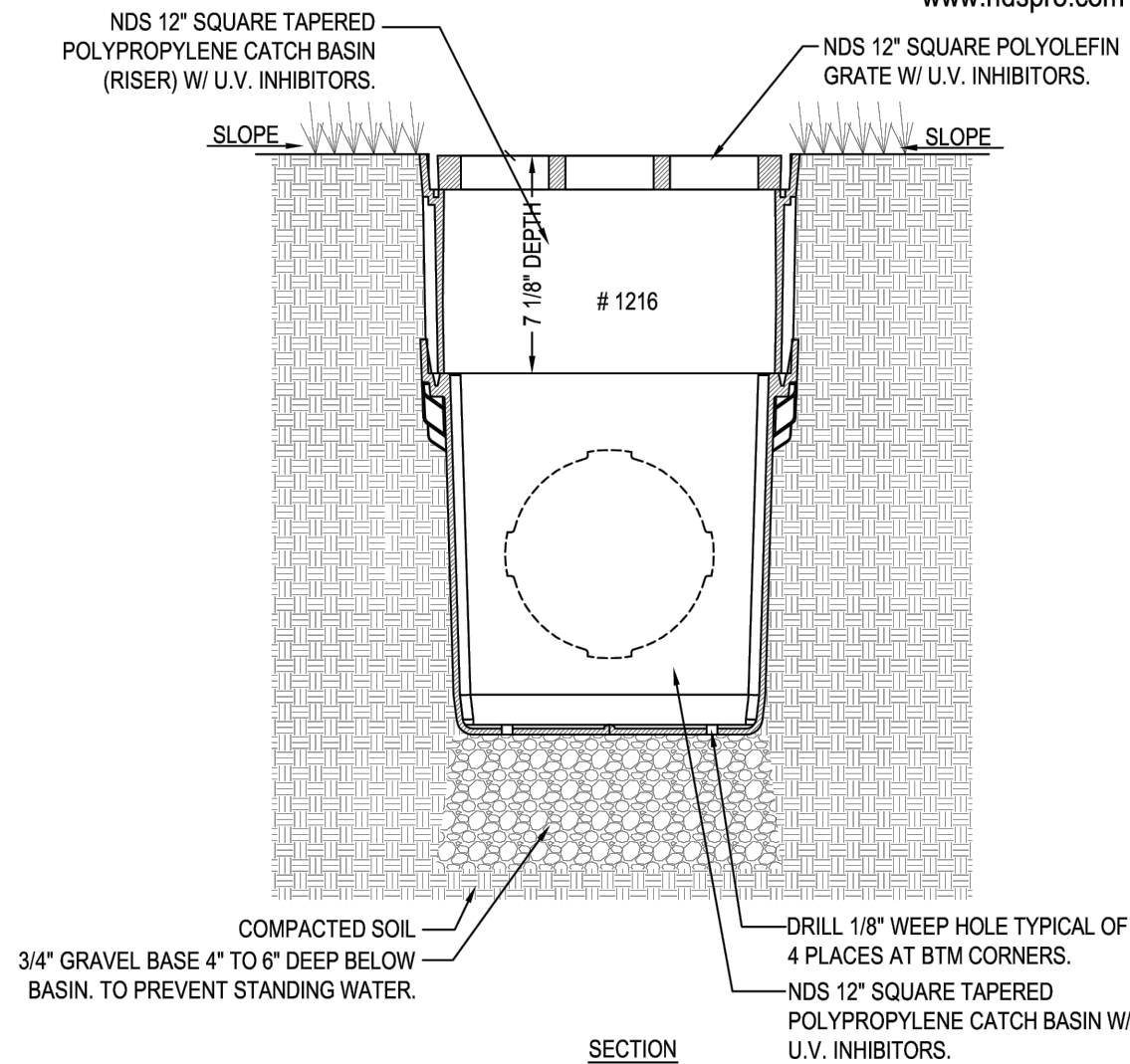
TEMPORARY
CONSTRUCTION ENTRANCE

INLET FILTER BASKET DETAIL

EROSION CONTROL BLANKET SLOPE INSTALLATION



NDS, INC.
851 NORTH HARVARD AVE.
LINDSAY, CA 93247
TOLL FREE: 1-800-726-1994
PHONE: (559) 562-9888
FAX: (559) 562-4488
www.ndspro.com



- NOTES:**
1. GRATE TO BE ATTACHED TO CATCH BASIN WITH SCREW PROVIDED AT TIME OF INSTALLATION.
 2. RISER CAN BE CUT TO ACHIEVE EXACT ELEVATION.
 3. DO NOT USE OVER 5 RISERS WITH CATCH BASIN.
 4. EXISTING SOILS SHOULD BE EVALUATED TO ENSURE PROPER STRUCTURAL AND PERMEABILITY PROPERTIES.
 5. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 6. DO NOT SCALE DRAWING.
 7. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY.
 8. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.



12" SQUARE CATCH BASIN WITH RISER INSTALLATION FOR LANDSCAPE APPLICATIONS 1



REVISION DATE 8-24-2015



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**2024 RYLKO SKATE PARK
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE, ILLINOIS**

								FILE: 4647.157-DT.dwg		SHEET NUMBER: 6 OF 6 SHEETS
								DRAWN BY: DGC DATE: 11-19-24	GHA PROJECT # 4647.157	
								CHECKED BY: EJS DATE: 11-19-24	SCALE: N.A.	
NO.	BY	DATE	REVISION	NO.	BY	DATE	REVISION			

Mike Rylko Park Community Park Pump Track Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Opinion of Probable Construction Cost

Pump Track at Mike Rylko Community Park

Buffalo Grove Park District
1000 N. Buffalo Grove Road
Buffalo Grove, Illinois 60089

Item	Description	Quantity	Unit	Unit Price	Value
1	Pump Track	1	LS	\$ 257,589.00	\$ 257,589.00
2	Catch Basin, 12" square polyolefin grate w/ UV inhibitors	2	EA	\$ 250.00	\$ 500.00
3	Site Restoration Allowance	1	LS	\$ 21,187.50	\$ 21,187.50
4	Storm Sewer / Erosion Control Allowance	1	LS	\$ 19,875.00	\$ 19,875.00
5	Earthwork	1	LS	\$ 27,359.50	\$ 27,359.50
				Sub-Total:	\$ 326,511.00
				Contingency (20%):	\$ 65,302.20
				Total:	\$ 391,813.20

TOTAL	\$	391,813.20
10% contingency	\$	430,994.52
108%	\$	508,574.00

Engineering Review Fee	\$	3,919.00
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Cash Deposit	\$	5,085.00	or \$5,000 Minimum	\$	5,000.00
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1	LOC Amount	\$	503,489.00
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2	LOC Amount	\$	503,574.00
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Final LOC	N/A
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Final Cash Deposit	N/A
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AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.d. R-2025-1 IDOT Bi-Annual Permit

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to serve as surety to the Illinois Department of Transportation for any work in their right-of-way.

Summary

The Illinois Department of Transportation requires this “Resolution for Construction on State Highways” on a bi-annual basis. Any work performed by the Village within the State Right-of-Ways requires both a utility permit and a surety bond. This resolution meets the surety bond requirement, allowing the Village to continually meet the requirements for any work completed for 2025 and 2026.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Resolution 2025-2026



RESOLUTION 2025-xx

A RESOLUTION THAT WILL SERVE AS A SURETY BOND WHEN PERMITS ARE REQUESTED BY THE VILLAGE OF BUFFALO GROVE TO DO WORK IN THE STATE RIGHT-OF-WAY. SUCH RESOLUTION TO BE VALID FOR THE CALENDAR YEARS 2025 AND 2026.

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village of Buffalo Grove, hereinafter referred to as MUNICIPALITY, located in the Counties of Cook and Lake, State of Illinois, desires to undertake, in the years 2025 and 2026, the location, construction, operation, and maintenance of driveways and streets returns, water main, sanitary and storm sewers, street lights, traffic signals, sidewalks, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as DEPARTMENT; and,

WHEREAS, an individual working permit must be obtained from the DEPARTMENT prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2. That the MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the DEPARTMENT, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECTION 3. That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.e. O-2025-4

Ordinance Authorizing an Amendment to a General Engineering Services Agreement with Christopher B. Burke Engineering Ltd.

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of an amendment to an Engineering Services Agreement with Christopher B. Burke Ltd. for general engineering services.

Summary

Please see attached Memorandum.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. CBBEL Gen Engineering Services Amendment Memo 12.31.24
2. Draft Ordinance CBBEL Amendment
3. Professional Service Contract Amendment 2025 with CBBEL



MEMORANDUM

DATE: December 31st, 2024

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Deputy Public Works Director/Village Engineer

SUBJECT: CBBEL General Engineering Services Amendment

RECOMMENDATION

Staff recommends approval of the time and material contract amendment for Christopher B. Burke Engineering, Ltd. (CBBEL) at an amount not to exceed \$93,600.00, subject to review and approval by Village Attorney.

BACKGROUND

Following the departure of both the Assistant Village Engineer and Engineering Technician in May of 2025, the Engineering staff was cut to a total of 2.5 full time employees. Given an assessment of the Engineering Division was needed to determine the right positions for our operations, a significant construction season was just starting and a hiring process would take some time a consultant was brought on to fill immediate gaps. The original contract brought us an onsite engineer with over 35 years of experience, who was available for 40 hours a week from June 3rd, 2024 to December 1st, 2024. The original contract value was \$156,000, which was covered under the current 2024 engineering budget due to the reduced salary costs related to the Assistant Village Engineer, Engineering Tech and Civil Engineer II positions.

STAFFING UPDATE

Given the volume of work driven by the Engineering Section the immediate identification of staffing needs consist of the following staff:

- Deputy Public Works Director/Village Engineer
- Assistant Village Engineer
- Civil Engineer II
- Civil Engineer I
- Engineering Technician
- Two Engineering Interns

This staff is supported by a wide range of consultant support, which aids in both the Infrastructure Modernization Program and Development Control. As the Village continues to

expand its efforts on both fronts and the engineering job market evolves, staff will continue to monitor what is the best blend of in and out of house services for the Village.

NEXT STEPS

The Assistant Village Engineer is in the final stages of our hiring process, with a current anticipated start date of January 22nd, 2025. This hire rounds out the engineering staff previously outlined, creating a stable workforce for the first time since May 2023.

To ensure an appropriate handoff of work from the CBBEL to the Assistant Village Engineer the attached contract amendment allows for a two-month transition period. The first month will focus on the handoff of immediate work while the second month will have the consultant focus on projects that make up for work tabled last year while still being available for questions. This effort will allow developers, contractors and residents to see a seamless transition as well as allow the Engineering Section to catch up on a backlog of projects.

FINANCIAL IMPACT

Given the general engineering services support all the Village engineering services, which programmatically include the Infrastructure Modernization Program, development control, grant writing/management, right-of-way permitting and inspection, general engineering permitting and other project management, funding for these services will pull from several accounts. Largely the funding will come from the street and water/sewer capital programs, which align within the 2025 CIP budget. Additionally, the 2025 Engineering budget includes \$60,000 for engineering services – other. This funding is for development review services; however, a portion could be utilized for this agreement if development activities are lower in 2025. Staff will monitor these costs throughout the year and report any significant changes before exceeding the budget.



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING AN AMENDMENT TO
AN ENGINEERING SERVICES AGREEMENT WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD.

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to amend an Engineering Services Agreement with Christopher B. Buke Engineering, Ltd. for general engineering services,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to amend an Engineering Services Agreement with Christopher B. Buke Engineering, Ltd. for general engineering services at an price of \$93,600.00 for a total price not to exceed \$249,600.00, subject to review by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES AMENDMENT**

THIS AGREEMENT AMENDMENT is dated as of the 6th day of January 2025 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. FIRM.

A. Engagement of Firm. The Village desires to engage the Firm Identified below to provide all necessary professional engineering services and to perform the work in connection with the project identified below:

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
Attn: Michael Kerr
Phone: 847-823-0500
Email: mkerr@cbbel.com

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Firm.** The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees to the extent arising in whole out of the negligent performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees,. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email: dbragg@vbg.org
cc: kjohnson@vbg.org

Notices and communications to the Firm shall be addressed to, and delivered at, the following address:

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
Attn: Michael Kerr
Phone: 847-823-0500
Email: mkerr@cbbel.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Attach RFP Response documents



Exhibit A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 9, 2024

Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attention: Mr. Kyle Johnson, Deputy Public Works Director, Village Engineer

Subject: Village Engineer Services

Dear Mr. Johnson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional engineering services as the Staff Engineer for the Village of Buffalo Grove (Village) from approximately June 3, 2024, through December 1, 2024. CBBEL understands that we will be providing general engineering services, coordinating development reviews and other duties as assigned.

GENERAL ENGINEERING

CBBEL will provide a veteran of Municipal Engineering with 35 years of experience leading a municipal team. He will provide the following services as requested and needed by the Village:

- Provide technical support related to municipal engineering needs and challenges.
- Utilize municipal engineering experience to assist Village Engineering and Public Works staff as needed and directed.
- Address and respond to engineering related inquiries by residents and businesses that arise from time to time and as directed by the Village.
- Coordinate and provide engineering plan review for development proposals as they are filed with the Village for consideration.
- Coordinate and provide review of engineering projects, reports and plans provided by other consulting engineers.
- Coordinate Public Utility Permit Applications as they are filed with the Village.
- Coordinate with public agencies, such as IDOT, LCDOT, SMC and other municipalities as needed related to projects and initiatives.
- Utilize skills related to drainage, traffic and for municipal engineering endeavors and studies.
- Utilize CBBEL staff as needed to enhance evaluation of a variety of engineering challenges.
- Attend weekly staff meetings with Village Staff as directed, and bimonthly status meetings with Community Development Department and Public Works Department Staff.

Exhibit A Cont.

CBBEL will attend Plan Commission Meetings, Village Board Meetings, and Committee of the Whole Meetings as requested by Village Staff.

CBBEL Engineer will be under the direction of the Deputy Director of Public Works/Village Engineer and will be assigned to a 40-hour work week, unless otherwise directed. This effort will initially be in place for 6 months. This position is projected for a cost not to exceed \$156,000 and will be billed as hourly services worked/provided. (\$150/hour for 1040 hours/6 months)

This agreement may be extended or terminated by either party upon 30 days written notice.

Please sign both copies of the agreement and return one to us as an indication of acceptance and notice to proceed.

Sincerely,

A handwritten signature in green ink, appearing to read 'MK', with a long horizontal flourish extending to the right.

Michael Kerr, PE
President

Encl: General Terms & Conditions

THIS PROPOSAL AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF BUFFALO GROVE.

BY: _____

TITLE: _____

DATE: _____



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 20, 2024

Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attention: Mr. Kyle Johnson, Deputy Public Works Director, Village Engineer

Subject: Amendment to Existing Village Engineer Services

Dear Mr. Johnson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional engineering services as the Staff Engineer for the Village of Buffalo Grove (Village) from approximately December 1, 2024 through March 21, 2025. CBBEL understands that we will be providing general engineering services, addressing the backlog of engineering duties, coordinating development reviews and other duties as assigned.

GENERAL ENGINEERING

CBBEL will provide a veteran of Municipal Engineering with 35 years of experience leading a municipal team. He will provide the following services as requested and needed by the Village:

- Provide technical support related to municipal engineering needs and challenges.
- Utilize municipal engineering experience to assist Village Engineering and Public Works staff as needed and directed.
- Address and respond to engineering-related inquiries by residents and businesses that arise from time to time and as directed by the Village.
- Coordinate and provide engineering plan review for development proposals as they are filed with the Village for consideration.
- Coordinate and provide review of engineering projects, reports and plans provided by other consulting engineers.
- Coordinate Public Utility Permit Applications as they are filed with the Village.
- Coordinate with public agencies, such as IDOT, LCDOT, SMC and other municipalities as needed related to projects and initiatives.
- Utilize skills related to drainage, traffic and for municipal engineering endeavors and studies.
- Utilize CBBEL staff as needed to enhance evaluation of a variety of engineering challenges.
- Attend weekly staff meetings with Village Staff as directed, and bimonthly status meetings with Community Development Department and Public Works Department Staff.

Exhibit A Cont.

- Assist in the onboarding of new staff
- Complete special projects that help catch up staff, which include but are not limited to the following:
 - GIS update. Collect all recent project as-builts, work with GIS to enter them, QA prints and have them remade for 2025
 - MFT project closeout – various project and associated IDOT paperwork
 - ROW & Easement Permit Development
 - Recapture review
 - Weiland Rd ROW/Boundary cleanup
 - Building/Engineering Handout Reviews

CBBEL will attend Plan Commission Meetings, Village Board Meetings, and Committee of the Whole Meetings as requested by Village Staff.

CBBEL Engineer will be under the direction of the Deputy Director of Public Works/Village Engineer and will be assigned to a 40-hour work week, unless otherwise directed. This effort will be in place for just under 4 months, continued from the original contract. This position is projected for a cost not to exceed \$93,600 and will be billed as hourly services worked/provided. (\$150/hour for 624 hours)

This agreement may be extended or terminated by either party upon 30 days written notice.

Please sign both copies of the agreement and return one to us as an indication of acceptance and notice to proceed.

Sincerely,



Michael Kerr, PE
President

Encl: General Terms & Conditions

THIS PROPOSAL AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF BUFFALO GROVE.

BY: _____

TITLE: _____

DATE: _____

Exhibit B.
Agreed Upon Pricing
Structure

See pricing within Exhibit A.

**Exhibit C.
Insurance**

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.f. R-2025-2

Resolution Authorizing a MFT Fund Utilization with IDOT

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to Authorize the Utilization of MFT funds with IDOT

Summary

Recommendation

Staff recommends approval of the IDOT Motor Fuel Tax (MFT) Resolution.

Background

This agenda item is for the required IDOT Motor Fuel Tax (MFT) Resolution and requests MFT funds to be utilized for the Village's 2025 fiscal year payments for the Village-wide street maintenance program which includes salt purchasing, striping, crack sealing, street light maintenance, traffic signal maintenance, sidewalk maintenance, mowing, and street patching.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Resolution for Maintenance BLR 14220
2. Estimate of Maintenance Costs BLR 14222
3. Request for Expenditure-Auth of MFT Funds BLR 09150





District	County	Resolution Number	Resolution Type	Section Number
1	Lake		Original	25-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
Buffalo Grove Illinois that there is hereby appropriated the sum of One Million Six
Name of Local Public Agency
Hundred Thousand and 00/100----- Dollars (\$1,600,000.00)
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/25 to 12/31/25 .
Beginning Date Ending Date

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

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

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

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

President and Board of Trustees of Buffalo Grove at a meeting held on 01/06/25 .
Governing Body Type Name of Local Public Agency Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January, 2025 .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 14220

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

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

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

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

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

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

 Municipality

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Village of Buffalo Grove	Lake	25-00000-00-GM	01/01/25	12/31/25

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Salt Purchasing	I	No	Road Salt	TON	1,600	\$75.00	\$120,000.00	\$120,000.00
2. Street Light Energy	I	No	Energy (ComEd)	LSUM	1	\$150,000.00	\$150,000.00	\$150,000.00
3. Street Patching	IIB	Yes	Routine Maint. (Bid)	LSUM	1	\$400,000.00	\$400,000.00	\$400,000.00
4. Sidewalk Repair	IV	Yes	Routine Maint. (Bid)	LSUM	1	\$400,000.00	\$400,000.00	\$300,000.00
5. Streetlight Maint.	IIB	No	Routine Maint. (Bid)	LSUM	1	\$400,000.00	\$400,000.00	\$280,000.00
6. Traffic Signal Maint.	IIB	No	County Agreement	LSUM	1	\$100,000.00	\$100,000.00	\$100,000.00
7. ROW Mowing	IIB	No	Routine Maint. (Bid)	LSUM	1	\$300,000.00	\$300,000.00	\$100,000.00
8. Cracksealing	IIB	Yes	Routine Maint. (Bid)	LSUM	1	\$50,000.00	\$50,000.00	\$50,000.00
9. Pavement Striping	IIB	Yes	Routine Maint. (Bid)	LSUM	1	\$100,000.00	\$100,000.00	\$100,000.00
Total Operation Cost								\$1,600,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$0.00	\$0.00	\$0.00	\$0.00
Local Public Agency Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Contracts(Non Bid Items)	\$400,000.00	\$0.00	\$20,000.00	\$420,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
Formal Contract (Bid Items)	\$1,200,000.00	\$0.00	\$400,000.00	\$1,600,000.00
Maintenance Total	\$1,600,000.00	\$0.00	\$420,000.00	\$2,020,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Inspection	\$0.00	\$0.00	\$0.00	\$0.00
Material Testing	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Inspection Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Engineering Total	\$0.00	\$0.00	\$0.00	\$0.00

Total Estimated Maintenance	\$1,600,000.00	\$0.00	\$420,000.00	\$2,020,000.00
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Remarks

Salt purchase will occur through both the Lake County and State of Illinois purchase contracts.

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Buffalo Grove	Lake	25-00000-00-GM	01/01/25	12/31/25

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

IDOT Department Use Only

Received Location	Received Date	Additional Location?
		☐
WMFT Entry By	Entry Date	

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

When submitting the form via USPS mail, submit a minimum of three (3) signed original must be submitted to the Regional Engineer's District office. This form may be submitted electronically with electronic signatures.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File

IDOT Department Use Only The Following fields are for IDOT use only.

Received

Location Enter the location received from the drop down.

Date Enter the date the document was received.

WMFT Entry

By Enter the name of the person entering the information into the WMFT system.

Date Enter the date on which the information was entered.

Local Public AgencyTypeCounty

Section Number

25-00000-00-GM

Rebuild Illinois Amount

Comments

Itemization of Right-of-Way Request

Location of Property			Property Owner	Acres Right-of- Way	Relocation Costs	Cost of Land Acquired	Cost of Damage to Land not Acquired	Total
Street/Road	Parcel Number	Address of Property Involved						
TOTAL								

Add Item

Instructions for BLR 09150

This form is used when it is necessary for the Local Public Agency (LPA) to request authorization to disburse Motor Fuel Tax (MFT) funds for various purposes as listed. Some items are automatically authorized by IDOT upon approval of appropriate paperwork. For those items that are not automatically authorized, the LPA must submit this form. It shall be accompanied by the appropriate documentation (e.g. engineering bills, invoices for joint participation). Upon receipt of proper documentation, IDOT will authorize the necessary funds, up to the maximum amount that has been appropriated. Refer to Chapter 9 of the Bureau of Local Roads & Streets Manual for more information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the LPA.
Type	From the drop down, select the City, County, Town, Village or Road District.
County	From the drop down, select the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to the project the request for the authorization is for without dashes. The dashes will be inserted automatically.
Purpose - Amount	Insert the amount the request authorization for the purpose listed to the left, under the type of funds the authorization is being requested for. Insert an amount under Motor Fuel Tax (MFT) is request is to use MFT funds. Insert an amount under Rebuild Illinois (RBI) funds if request is to use RBI funding for this purpose. Items listed as an N/A are not eligible for RBI funding.
Total	This is a calculated field, no entry is necessary. It will calculate the total for each type of funding, for all requested authorizations.
Comments	Insert any comments that are relevant to the requested authorization(s).
Signed	The appropriate LPA official must sign, indicate his/her title, and date here.
Approved	The Department of Transportation representative shall sign and date here upon approval.
Department Use Only Entered By	For IDOT use only, indicate the name of the person entering information into the MFT system.
Date	For IDOT use only, indicate the date of entry of the authorization into the MFT system.
Itemization of Right-of-Way Request	
Location of Property	
Street/Road	Insert the name of the Street/Road of the acquired/used property involved in the Right-of-Way.
Parcel Number	Insert the parcel number as it applies to the location.
Address of Property Involved	Insert the address of the property involved for this location.
Property Owner	Insert the name of the owner(s) of the acquired/used right-of-way.
Relocation Costs	Insert the relocation costs for this parcel, if applicable.
Acres Right-of-Way	Insert the number of acquired/used right-of-way acres.
Cost of Land Acquires	Insert the cost of land being acquired.
Cost of Damage to Land Not Acquired	Insert the cost of damage to land not acquired.
Total	This is a calculated field, no entry is necessary. It is the sum of all costs for this parcel number.
Total(Overall)	This is a calculated field, no entry is necessary. It is the sum of all costs involving right-of-way.

**A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.g. O-2025-5

Ordinance Authorizing an Amendment to a Development Engineering Services Agreement with Christopher B. Burke Engineering Ltd.

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of an amendment to an Engineering Services Agreement with Christopher B. Burke Ltd. for development engineering services.

Summary

Staff Recommendation

Staff recommends approval of the time and material contract amendment for Christopher B. Burke Engineering, Ltd. (CBBEL) at an amount not to exceed \$60,000.00, for a total price not to exceed \$110,000.00, subject to review and approval by Village Attorney.

Overview

Staff choose CBBEL in 2023 for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of industry knowledge in this field. Additionally, Christopher B. Burke Engineering, Ltd. is heavily involved in the design and operation of the Village's storm sewer system already, completing several studies and designs over the last few years. This drainage compliance insight and an understanding of our system are critical elements of most development projects.

Village staff has traditionally fulfilled these obligations as part of the core responsibilities of the Engineering Section within Public Works. However, due to staff changes in 2023 and a significant increase in development control related engineering, these efforts have needed to be outsourced. This blended service model allows for the Village staff to cover other Village specific matters and respond quickly to the changing demands of the development environment. Village staff will continue to serve as the forward-facing partner in working with

developers while also reviewing the code interpretations provided by CBBEL.

An initial purchase order value was established in 2023 at \$50,000 from 100.60.580.10 – Engineering All Other Expense Consultant Fees. These costs were programmed for \$60,000 in the 2025 budget, with the anticipation slowly lowering them year over year as development trends adjust.

Due to the varying level of development review demand as well as a varying level of engineer detail within each development, this purchase order may need to be extended beyond this \$60,000 to continue to help facilitate development control in a timely manner. Each development will have an initial fee estimate communicated between CBBEL to help control these costs and communicate with the Village Board about the potential need for additional funding.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Ordinance CBBEL Amendment
2. Professional Service Contract Amendment 2025





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING AN AMENDMENT TO
AN ENGINEERING SERVICES AGREEMENT WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD.

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to amend an Engineering Services Agreement with Christopher B. Buke Engineering, Ltd. for development engineering services,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to amend an Engineering Services Agreement with Christopher B. Buke Engineering, Ltd. for development engineering services at an price of \$60,000.00 for a total price not to exceed \$110,000.00, subject to review by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES AMENDMENT**

THIS AGREEMENT AMENDMENT is dated as of the 6th day of January 2025 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. FIRM.

A. Engagement of Firm. The Village desires to engage the Firm Identified below to provide all necessary professional engineering services and to perform the work in connection with the project identified below:

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
Attn: Michael Kerr
Phone: 847-823-0500
Email: mkerr@cbbel.com

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Firm.** The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees to the extent arising in whole out of the negligent performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees,. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email: dbragg@vbg.org
cc: kjohnson@vbg.org

Notices and communications to the Firm shall be addressed to, and delivered at, the following address:

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
Attn: Michael Kerr
Phone: 847-823-0500
Email: mkerr@cbbel.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Attach RFQu Response documents

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices



EXHIBIT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 31, 2024

Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

Attention: Kyle Johnson, Deputy Public Works Director/Village Engineer

Subject: Professional Services Amendment to Perform Development Reviews

Dear Mr. Johnson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services relating to the review of proposed developments in the Village of Buffalo Grove.

SINGLE FAMILY HOMES

Our approach to review of single-family homes is to always make a site visit with the first review and take into consideration not only the proper drainage to the house to be built, but also to avoid adverse impact on neighboring properties, and for conformance with the neighborhood. We will bill you on a time and material basis for these services in accordance with the attached Schedule of Charges for Professional Services.

MULTI-FAMILY AND COMMERCIAL REVIEW

Because all multi-family and commercial reviews are different and vary in the size, nature, and complexity we propose to bill for these reviews on a time and material basis. Review services will be as requested and can include preliminary plan review, review of final engineering plans and plats, as well as supporting documents and outside agency permit applications (MWRD, IEPA, etc.) and can also include site inspections, as-built review, and letter of credit reduction requests. We will bill you on a time and material basis for these services in accordance with the attached Schedule of Charges for Professional Services.

Our staff has vast experience performing these services for many municipalities throughout the Chicago suburbs. Dan Lynch, Head of the Municipal Engineering Department will oversee review services for the Village. Dan has been on staff at CBBEL for 33 years, spending the vast majority of his time performing development review services. He is a licensed professional engineer and certified floodplain manager. During his tenure, he has performed thousands of plan reviews in Cook and Lake Counties. CBBEL staff includes not only general site civil review, but also lighting

and photometrics, traffic signal and traffic impact studies, stormwater, licensed surveyors, and a landscape architect.

We strive to meet all deadlines established by the Village, and typically state that our completion time is 10 working days from receipt of the assignment. Generally, resubmittals of single-family home grading plans are completed in five working days. Larger multi-family or commercial reviews may take longer, depending on the nature of the development.

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with Village of Buffalo Grove Professional Services Agreement for Engineering Services. Direct costs for review and application fees, mileage, blueprints, photocopying, printing, mailing, overnight delivery, and messenger services are not included in the Fee Estimate. Please note that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed on a time and materials basis at the attached hourly rates.

Please feel free to contact me if you have any questions.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges

DLL/sls

N:\PROPOSALS\ADMIN\2023\Buffalo Grove Plan Review Services P230150\Review Services.041123.docx

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

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

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%
---	------------

*Charges include overhead and profit

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

**Exhibit C.
Insurance**

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.h. R-2025-3

Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Aptakisic Road

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to Authorize the Utilization of Rebuild Illinois Funds (RBI) with IDOT

Summary

Background

This agenda item is for the required Rebuild Illinois Fund (RBI) Resolution and requests RBI funds to be utilized for a portion of the Village's share of the Aptakisic Road Project.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Resolution RBI Funds - Aptakisic Road



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

09-00088-18-WR

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Buffalo Grove

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Aptakisic Road	1.2		IL Rt 83	Buffalo Grove Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The project includes widening and reconstruction of approximately 1.2 miles of Aptakisic Road from IL Route 83 (west terminus) to east of Buffalo Grove Road (east terminus) within the Village of Long Grove (west side of project) and the Village of Buffalo Grove (east side of project).

2. That there is hereby appropriated the sum of Four Hundred Thirty Three Thousand One Hundred Seventy Two Dollars No Cents Dollars (\$433,172.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, _____ Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Buffalo Grove in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Buffalo Grove at a meeting held on January 06, 2025
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January, 2025
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

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

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

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.i. R-2025-4

Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Arlington Heights Road

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to Authorize the Utilization of Rebuild Illinois Funds (RBI) with IDOT

Summary

Background

This agenda item is for the required Rebuild Illinois Fund (RBI) Resolution and requests RBI funds to be utilized for a portion of the Village's share of the Arlington Heights Road Project.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Resolution RBI Funds - Arlington Heights Road



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

17-00193-08-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Buffalo Grove

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Arlington Heights Road	1.7		IL Rt 83	Lake Cook Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This project will Reconstruct the existing concrete pavement on Arlington Heights Road, It will be replaced with new HMA pavement. Additional improvements include channelization improvements at Fremont Way, replacing storm sewer, widening Checker Road, filling a sidewalk gap between Brittany Lane and Checker Road, replacing traffic signal equipment, and other related work.

2. That there is hereby appropriated the sum of Thirty Eight Thousand Six Hundred Thirty-Two Dollars and

Three Cents

Dollars (\$38,632.03) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, _____ Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Buffalo Grove in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Buffalo Grove at a meeting held on January 06, 2025

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January, 2025
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

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

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

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.j. R-2025-5

Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT – Buffalo Grove Road

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to Authorize the Utilization of Rebuild Illinois Funds (RBI) with IDOT

Summary

Background

This agenda item is for the required Rebuild Illinois Fund (RBI) Resolution and requests RBI funds to be utilized for a portion of the Village's share of the Buffalo Grove Road Project.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Resolution RBI Funds - Buffalo Grove Road



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

11-00249-03-WR

BE IT RESOLVED, by the President and Board of Trustees

Governing Body Type

of the Village

Local Public Agency Type

of Buffalo Grove

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Buffalo Grove Road	1.7		IL Rt 22	Deerfield Parkway

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The project includes widening and reconstruction of approximately 1.7 miles of Buffalo Grove Road between Illinois Route 22 and Deerfield Parkway in the Village of Buffalo Grove. It also includes the intersection improvements at Buffalo Grove Road and Aptakisic Road.

2. That there is hereby appropriated the sum of Nine Hundred Sixty Nine thousand One hundred Eighty Nine Dollars

Forty One Cents Dollars (\$969,189.41) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, _____ Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Buffalo Grove in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Buffalo Grove at a meeting held on January 06, 2025
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January, 2025
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

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

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

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.k. R-2025-6

Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT - Lake Cook Road

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to Authorize the Utilization of Rebuild Illinois Funds (RBI) with IDOT

Summary

Background

This agenda item is for the required Rebuild Illinois Fund (RBI) Resolution and requests RBI funds to be utilized for a portion of the Village's share of the Lake Cook Road Project.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Resolution RBI Funds - Lake Cook Road



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

14-A5015-03-RP

BE IT RESOLVED, by the President and Board of Trustees

Governing Body Type

of the Village

Local Public Agency Type

of Buffalo Grove

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Lake Cook Road				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The work consists of pavement overlay and curb replacement, as well as improvements to sidewalk, traffic signals, storm sewer, and other related work.

2. That there is hereby appropriated the sum of Eight Hundred Eighty Nine Thousand Eight Hundred Nine Dollars

Seventy Nine Cents

Dollars (\$889,809.79) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, _____ Village

Name of Clerk

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Buffalo Grove

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Buffalo Grove

Governing Body Type

Name of Local Public Agency

at a meeting held on January 06, 2025

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January, 2025

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
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Approved	The Department of Transportation shall sign and date here once approved.

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- Local Public Agency Clerk
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- District



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 8.I. R-2025-7

Resolution Authorizing a Rebuild Illinois Funds (RBI) Utilization with IDOT - Weiland Road

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to Authorize the Utilization of Rebuild Illinois Funds (RBI) with IDOT

Summary

Background

This agenda item is for the required Rebuild Illinois Fund (RBI) Resolution and requests RBI funds to be utilized for a portion of the Village's share of the Weiland Road Project.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Resolution RBI Funds - Weiland Road



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

14-00158-11-WR

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Buffalo Grove

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Weiland Road				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

2. That there is hereby appropriated the sum of Four Hundred Three Thousand Nine Hundred Forty Six Dollars

Forty Three Cents Dollars (\$403,946.43) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, _____ Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Buffalo Grove in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Buffalo Grove at a meeting held on January 06, 2025
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January, 2025
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

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Route

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Feature Crossed

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Instructions for BLR 09110 - Page 2 of 2

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Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

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- District



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 9.a. O-2025-6

Ordinance Authorizing Execution of a Contract with Advanced Tree Care for Tree Trimming, Tree Removal and Stump Removal Services

Contacts

Liaison: Trustee Bocek

Staff: James Warnstedt

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of Tree Trimming, Tree Removal and Stump Removal Services from Advanced Tree Care in an amount not to exceed \$269,849.70 per year.

Summary

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Advanced Tree Care for Tree Trimming, Tree Removal and Stump Removal Services in an amount not to exceed \$269,849.70 per year, pending final review and approval of the contract by the Village Attorney.

Background

Staff led a bid for Tree Trimming, Tree Removal and Stump Removal Services and bids were opened on December 12th, 2024. Bids were received from the following companies: Advanced Tree Care, Clean Cut Tree Service Inc., Hendrickson Tree Care, NEDCO LLC., Superior Enterprises Inc., and Yellowstone Landscape. A copy of the bid tab is attached for reference.

Advanced Tree Care is the lowest responsive and responsible bidder. The lowest bidder, Advanced Tree Care, has performed this type of work for the Village in the past and staff was satisfied with their performance on that project.

The proposed contract would be for annual routine tree maintenance and as needed tree maintenance requests on Village owned trees. The initial term of this contract is for two years, and any extension will be brought to the board for approval.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Tree Trimming & Removal Ordinance Draft
2. Final Bid Tab





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH ADVANCED TREE CARE FOR TREE TRIMMING, TREE REMOVAL AND STUMP REMOVAL SERVICES

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS the Village engaged in a competitive procurement process to obtain the best value for money.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute a contract with Advanced Tree Care for Tree Trimming, Tree Removal and Stump Removal Services in an amount not to exceed \$269,849.70 per year, pending final review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Error in Pricing Calculation

GROUP A – TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2025 TO DECEMBER 31, 2026				Advanced Tree Care		Clean Cut Tree Service Inc		Hendricksen Tree Care		NEDCO LLC		Superior Enterprises Inc		Yellowstone Landscape	
Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total
Annual Routine Tree Removal Service	1-11"	102	961	\$9.00	\$5,049.00	\$12.00	\$6,732.00	\$25.00	\$14,025.00	\$9.00	\$5,049.00	\$54.50	\$30,574.50	\$20.00	\$11,220.00
	12-18"	66	990	\$13.00	\$12,870.00	\$18.00	\$17,820.00	\$30.00	\$28,700.00	\$13.00	\$12,870.00	\$53.00	\$52,470.00	\$20.00	\$19,800.00
	19-26"	32	736	\$16.50	\$12,144.00	\$22.00	\$16,192.00	\$33.00	\$24,288.00	\$17.00	\$12,512.00	\$50.00	\$36,800.00	\$75.00	\$55,200.00
	27-36"	36	496	\$22.00	\$10,912.00	\$27.00	\$13,362.00	\$45.00	\$22,320.00	\$21.00	\$10,416.00	\$217.75	\$108,054.00	\$90.00	\$44,640.00
	36"+	9	360	\$25.00	\$9,000.00	\$31.00	\$11,160.00	\$50.00	\$16,000.00	\$24.00	\$8,640.00	\$75.00	\$27,000.00	\$115.00	\$41,400.00
As-needed Tree Removal Service	1-11"	10	110	\$9.00	\$990.00	\$14.00	\$1,540.00	\$30.00	\$3,300.00	\$12.00	\$1,320.00	\$54.50	\$5,995.00	\$70.00	\$7,700.00
	12-18"	10	180	\$13.00	\$2,340.00	\$20.00	\$3,600.00	\$35.00	\$6,300.00	\$16.00	\$2,880.00	\$54.50	\$9,810.00	\$70.00	\$12,600.00
	19-26"	10	260	\$17.00	\$4,420.00	\$26.00	\$6,760.00	\$34.00	\$9,680.00	\$22.00	\$5,720.00	\$115.40	\$30,094.00	\$110.00	\$28,600.00
	27-36"	10	360	\$23.00	\$8,280.00	\$33.00	\$11,880.00	\$50.00	\$18,000.00	\$26.00	\$9,360.00	\$83.40	\$30,024.00	\$100.00	\$36,000.00
	36"+	5	200	\$25.00	\$5,000.00	\$39.00	\$7,800.00	\$60.00	\$12,000.00	\$28.00	\$5,600.00	\$75.00	\$15,000.00	\$147.00	\$29,400.00
TOTAL BASE BID GROUP A					\$71,095.00		\$96,876.00		\$157,811.00		\$74,367.00		\$345,681.00		\$286,560.00
EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2025 TO DECEMBER 31, 2026				Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*	
				During Normal Working Hours	\$85.00			\$123.00		\$109.00		\$109.00		\$600.00	
				Outside Normal Working Hours	\$125.00		\$450.00		\$162.00		\$150.00		\$650.00		\$900.00
GROUP B – STUMP REMOVALS (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2025 TO DECEMBER 31, 2026															
Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total
Annual routine stump removal service	1-11"	102	961	\$7.50	\$4,207.50	\$12.00	\$6,732.00	\$11.00	\$6,171.00	\$6.00	\$3,366.00	\$5.00	\$2,805.00	\$10.00	\$5,610.00
	12-18"	66	990	\$7.50	\$7,425.00	\$14.00	\$13,860.00	\$11.00	\$10,890.00	\$6.00	\$5,340.00	\$5.00	\$4,950.00	\$14.00	\$13,860.00
	19-26"	32	736	\$7.50	\$5,520.00	\$16.00	\$11,776.00	\$11.50	\$8,464.00	\$6.00	\$4,416.00	\$4.30	\$3,164.80	\$14.00	\$10,304.00
	27-36"	36	496	\$8.00	\$3,968.00	\$19.00	\$9,432.00	\$11.50	\$5,704.00	\$6.00	\$2,976.00	\$4.52	\$2,241.92	\$14.00	\$6,944.00
	36"+	9	360	\$8.00	\$2,880.00	\$21.00	\$7,560.00	\$11.50	\$4,140.00	\$6.00	\$2,160.00	\$3.75	\$1,350.00	\$16.00	\$5,760.00
As-needed Stump Removal Service	1-11"	10	55	\$8.50	\$467.50	\$12.00	\$660.00	\$11.00	\$605.00	\$7.00	\$385.00	\$14.55	\$900.25	\$20.00	\$1,100.00
	12-18"	31	430	\$8.50	\$4,155.00	\$14.00	\$6,860.00	\$11.00	\$5,390.00	\$7.00	\$3,430.00	\$5.69	\$2,768.10	\$20.00	\$8,800.00
	19-26"	53	1,233	\$8.50	\$10,485.00	\$16.00	\$19,728.00	\$11.50	\$14,175.50	\$7.00	\$8,631.00	\$4.30	\$5,301.90	\$10.00	\$12,330.00
	27-36"	16	496	\$8.50	\$4,216.00	\$19.00	\$9,432.00	\$11.50	\$5,704.00	\$7.00	\$3,472.00	\$4.52	\$2,241.92	\$20.00	\$5,920.00
	36"+	16	720	\$8.50	\$6,120.00	\$21.00	\$14,120.00	\$13.00	\$9,360.00	\$7.00	\$5,040.00	\$3.75	\$2,700.00	\$20.00	\$14,400.00
TOTAL BASE BID GROUP B					\$48,449.00		\$101,144.00		\$176,637.50		\$38,916.00		\$28,343.85		\$96,028.00
EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2025 TO DECEMBER 31, 2026				Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*	
				During Normal Working Hours	\$85.00		\$340.00		\$122.00		\$100.00		\$360.00		\$400.00
				Outside Normal Working Hours	\$125.00		\$440.00		\$162.00		\$150.00		\$650.00		\$900.00
GROUP C – TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2025 TO DECEMBER 31, 2026															
Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total
Annual Routine Tree Trimming	1-7"	1093	3,626	\$2.00	\$7,852.00	\$6.00	\$22,956.00	\$2.80	\$10,712.80	\$3.50	\$13,391.00	\$7.88	\$30,148.88	\$5.00	\$19,130.00
	8-15"	2942	22,969	\$2.90	\$83,997.20	\$8.00	\$176,544.00	\$2.80	\$81,756.40	\$4.00	\$88,272.00	\$5.00	\$110,340.00	\$4.00	\$88,272.00
	16"+	821	17,254	\$4.00	\$69,016.00	\$12.00	\$207,048.00	\$2.80	\$48,311.20	\$4.50	\$77,643.00	\$5.00	\$86,270.00	\$10.00	\$172,540.00
As-needed Tree Trimming Request	1-7"	30	105	\$6.00	\$630.00	\$6.00	\$630.00	\$3.80	\$399.00	\$3.75	\$393.75	\$10.00	\$1,050.00	\$20.00	\$2,100.00
	8-15"	30	225	\$8.00	\$1,800.00	\$9.00	\$2,250.00	\$3.80	\$855.00	\$4.25	\$956.25	\$20.00	\$4,500.00	\$20.00	\$4,500.00
	16"+	30	630	\$10.00	\$6,300.00	\$13.00	\$8,190.00	\$3.80	\$2,304.00	\$4.75	\$2,992.50	\$30.00	\$18,900.00	\$30.00	\$18,900.00
TOTAL BASE BID GROUP C					\$149,395.20		\$417,393.00		\$124,462.40		\$183,648.50		\$251,338.88		\$306,442.00
EMERGENCY SERVICES FOR TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2025 TO DECEMBER 31, 2026				Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*	
				During Normal Working Hours	\$85.00		\$340.00		\$122.00		\$100.00		\$360.00		\$400.00
				Outside Normal Working Hours	\$125.00		\$450.00		\$162.00		\$150.00		\$650.00		\$900.00
TOTAL OF ALL BASE BIDS (GROUPS A+B+C)					\$269,949.70		\$615,413.00		\$352,882.90		\$297,831.50		\$625,234.27		\$882,030.00



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 9.b. O-2025-7

Ordinance Authorizing a Contract with National Power Rodding Corp. for the 2025 Sewer Televising Project

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance authorizing the execution of a Contract with National Power Rodding Corp. for the 2025 Sewer Televising Project, pending final review by the Village Attorney.

Summary

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute a contract with National Power Rodding Corp (NPR) for the 2025 Sewer Televising Project in an amount not to exceed \$129,695.28, which includes a 10% Village controlled contingency, pending final review and approval by the Village Attorney.

BACKGROUND

The 2025 Sewer Televising Project was advertised for bids and opened on December 19th, 2024. The Village receive six bids at that time. The lowest, qualified bid was in the amount of \$117,904.80 from National Power Rodding Corp. A contingency of 10% is being requested with this award bringing the total contract amount to \$129,695.28. The project includes cleaning and televising of sanitary sewers in various locations in both Cook and Lake Counties. This project has been budgeted \$150,000.00 in Water/Sewer funds for 2025. Attached is a copy of the Tabulation of Bids for the project indicating the lowest, total qualified bid of \$117,904.80 from National Power Rodding Corp.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Ordinance - NPR Award
2. Final BIDTAB Sewer TV 2025
3. Sewer Televising Contract 2025





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH NATIONAL POWER RODDING CORP. FOR THE 2025 SEWER TELEVISING PROJECT

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to enter into a contract with National Power Rodding Corp. for the 2025 Sewer Televising Project,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute a contract with National Power Rodding Corp. for the 2025 Sewer Televising Project at a price not to exceed \$129,695.28, pending attorney review.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Sewer Televising 2025

Bid Tabulation						
Bid Opening: December 19, 2024 9:30AM	CTR, Inc. 7400 Waukegan Rd #102 Niles, IL 60714 dan@ctrssystem.com	Dukes Root Control, Inc. 400 Airport Rd, Suite E Elgin, IL 60123 bids@dukes.com	National Power Rodding Corp 2500 W. Arthington Street Chicago, IL 60612 office@nationalpowerrodding.com	American Vactor Services, LLC 1615 S. Schroeder Ln Mchenry, IL 60050 Robert@americanvactor.com	Visu-Sewer of Illinois, LLC 9014 S. Thomas Ave. Bridgeview, IL 60455 tbonk@visu-sewer.com	Sewertech LLC 1730 Epping Place Schaumburg, IL 60194 Sewertechllc@gmail.com
Bid Bond:	Yes	Yes	Yes	Yes	Yes	Yes
Signed Bid Form:	Yes	Yes	Yes	Yes	Yes	Yes
Signed Public Contract Statements:	Yes	Yes	Yes	Yes	Yes	Yes
Contract Modifications Requested	No	No	No	No	No	No
Contract Extension Option Acceptance	Yes	Yes	Yes	Yes	Yes	Yes
Base Bid						
Traffic Control	\$500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$500.00	\$350.00
Lump Sum						
CCTV Sanitary Sewers 8"- 21"	\$91,944.72	\$185,835.36	\$75,404.40	\$131,349.60	\$97,296.00	\$85,134.00
46,648 Feet						
Heavy Cleaning per L.F.	\$425.00	\$7.05	\$10.00	\$2.00	\$2.35	\$425.00
per Foot						
Emergency CCTV	\$425.00	\$720.00	\$600.00	\$425.00	\$465.00	\$425.00
per Crew Hour						
Total Base Bid	\$92,444.72	\$190,835.36	\$80,404.40	\$136,349.60	\$97,796.00	\$85,484.00
Alternate 1						
Traffic Control	\$500.00	\$5,000.00	\$2,500.00	\$1,500.00	\$150.00	\$350.00
Lump Sum						
CCTV Sanitary Sewers 27"- 33"	\$14,840.00	\$44,520.00	\$6,572.00	\$14,416.00	\$15,900.00	\$10,600.00
4,240 Feet						
Heavy Cleaning per L.F.	\$10.00	\$7.05	\$15.00	\$2.00	\$7.50	\$10.00
per Foot						
Emergency CCTV	\$495.00	\$720.00	\$750.00	\$425.00	\$465.00	\$495.00
per Crew Hour						
Total Alternate Bid 1	\$15,340.00	\$49,520.00	\$9,072.00	\$15,916.00	\$16,050.00	\$10,950.00
Alternate 2						
Traffic Control	\$500.00	\$5,000.00	\$2,500.00	\$2,500.00	\$150.00	\$350.00
Lump Sum						
CCTV Sanitary Sewers 8"- 21"	\$31,615.92	\$63,900.96	\$25,928.40	\$45,165.60	\$43,492.80	\$29,274.00
16,728 Feet						
Heavy Cleaning per L.F.	\$1.89	\$7.05	\$10.00	\$2.00	\$2.50	\$1.89
per Foot						
Emergency CCTV	\$495.00	\$720.00	\$750.00	\$425.00	\$465.00	\$495.00
per Crew Hour						
Total Alternate Bid 2	\$32,115.92	\$68,900.96	\$28,428.40	\$47,665.60	\$43,642.80	\$29,624.00
TOTAL COST	\$139,900.64	\$309,256.32	\$117,904.80	\$199,931.20	\$157,488.80	\$126,058.00

SEWER TELEVISIONING 2025 CONTRACT

Sewer Televisioning 2025 Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and National Power Rodding Corp. an (hereinafter the “**Contractor**”) on this 6th day of January, 2025 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of Work
Contract Exhibit B – Schedule of Prices
Contract Exhibit C – Performance Bond
Contract Exhibit D – Partial Lien Waiver
Contract Exhibit E – Final Lien Waiver

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his

final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before July 11, 2025.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Seven Hundred Fifty dollars (\$750) per calendar day for each day past the Contract Time until final acceptance by the Village as liquidated damages and not as a penalty.

Extension: The Village will enter into a contract for one (1) year with three (3) possible one (1) year extensions. Written requests for price revisions after the first-year contract period shall be submitted at least thirty (30) calendar days prior to when the contract was executed. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Contract and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 12-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 3% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Contract.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be affected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance bond in substantially the same form as on **Contract Exhibit C** (the “**Performance Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any

damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: **ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13**

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non- contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
mskibbe@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc: Tcwisniewski@vbg.org

IF TO THE CONTRACTOR: _____

ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until

the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Police Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Police Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Police Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Police Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materials’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days’ Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker’s name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

Current rates can be located on the Illinois Department of Labor website.

A. <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- J. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- K. COUNTERPARTS.** This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

[Insert Description Of Work]

DESCRIPTION OF WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

Work consists of internal closed-circuit television (CCTV) inspection of sanitary sewers, conforming to the National Association of Sewer Service Companies Pipeline Assessment Certification Program, latest edition, including preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection logs.

Care shall be taken when working at all locations. Contractor shall provide all traffic control and signs and barricades to protect their work sites at all times. All sites shall be kept clean with no disturbance caused to the surrounding private property areas.

The Contractor shall provide a project schedule taking into account weather conditions to minimize disruption of service to residents. Work under this contract will require coordination with other construction projects occurring in the same locations. This may require the Contractor to work on the weekends.

BID SPECIFICATIONS

1. MATERIALS & SERVICES TO BE PROVIDED BY THE VILLAGE

A. WATER AND WATER METER

The Village shall furnish water as necessary to complete the proposed work at no cost to the contractor. Water shall be obtained only from hydrants designated by the Village Director of Public Works or his designee and through a meter obtained from the Village. Whenever the proposed work is within the vicinity of this hydrant, the contractor shall obtain water from this hydrant only as determined by the Director of Public Works or his designee.

The water meter shall only be used for the Village’s projects and shall not be used by the contractor for outside work.

All fire hydrants shall remain available for use by emergency services in the event of a fire and shall not be obstructed by contractor vehicles or equipment. The contractor’s equipment must be inspected by village staff to ensure that an air gap is equipped when obtaining water from Village hydrants.

Care must be taken to turn the hydrants on and off slowly so as not to damage the water system. Field use may be revoked if the contractor does not follow this guideline. Any notice of damaged or faulty hydrants must be reported to the Department of Public Works immediately.

B. Sewer Atlases

The Village shall furnish the contractor with one (1) 11” x 17” copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available

information regarding the storm and sanitary sewers within the inspection area. Atlases are also included in Appendix B of this document.

2. TECHNICAL SPECIFICATIONS

The contractor shall provide CCTV inspection of the entire sewer segment (manhole to manhole), utilizing equipment specifically designed for sewer inspection. The contractor shall provide preparatory cleaning of the entire sewer section before conducting the CCTV inspection, as specified herein. The contractor shall provide all necessary labor, tools, materials, equipment, and appurtenances to complete the preparatory cleaning and CCTV inspection to obtain a clear video of the sewer interior.

The contractor shall provide and maintain all necessary signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements of the agency having jurisdiction over the right-of-way.

A. Preparatory and Heavy Cleaning

i. General

Provide preparatory cleaning of all sanitary and storm sewers to be inspected via CCTV inspection. Light cleaning shall be completed for all lines. Preparatory cleaning will include all labor, equipment, and materials necessary to obtain proper CCTV inspection of the sewer segment. The cost of preparatory cleaning shall be considered incidental to the CCTV inspection.

Heavy cleaning shall be completed as directed and approved by the Director of Public Works or his designee. Unapproved heavy cleaning will not be submitted for payment. The Village Public Works Director or his designee may request heavy cleaning after the preparatory cleaning and CCTV inspection are performed, but before substantial completion of this contract work; any remobilization costs shall be included in the cost of the heavy cleaning. Heavy cleaning shall result in lines being substantially cleared to the acceptance of the Village Public Works Director or his designee, a new CCTV inspection and report shall be completed after the heavy cleaning and be included in the cost of the heavy cleaning.

ii. Equipment

Provide equipment specifically designed for sewer cleaning as specified herein. Provide High-Velocity Jet (Hydro cleaning) equipment with 2 or more nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be inspected. The contractor shall provide all equipment necessary to complete preparatory cleaning. Provide higher capacity cleaning equipment for large diameter pipes and for heavy cleaning. Provide a root cutter as needed for root removal for all pipe sizes.

For heavy cleaning, utilize equipment acceptable to the Village Public Works Director or his designee, which may include power rodding or bucket equipment equipped with root cutter, sand nozzles, root saws or expandable cutters. Equipment shall be belt-driven or shall be equipped with

an overload device. Direct-drive equipment that could cause damage to the sewers shall not be used.

Care should be taken to protect sewer lines from damage from either high-velocity jet cleaning or heavy cleaning. Repairing damage to sewers, equipment or appurtenances is the responsibility of the Contractor and is incidental to the contract.

iii. Execution

Light Cleaning – Provide preparatory cleaning of the sewer section to permit unobstructed passage of the CCTV camera and clean enough for the camera to identify structural defects, misalignments, service lateral connections, and points of infiltration to the satisfaction of the Public Works Director or his designee. Perform a cleaning with high-velocity jet consisting of up to as many passes or flushes needed of the entire sewer section, if necessary, to allow adequate viewing of the pipe for the purpose of proper condition assessment. Limit pullback speed to no more than one foot per second and utilize a maximum pressure of 1200 pounds per square inch (psi). Remove roots as needed to allow for unobstructed passage of the televising equipment. Light cleaning is incidental to the CCTV inspection of sanitary and storm sewers.

Heavy Cleaning – Item 3, A1-3, or A2-3: Perform additional cleaning (heavy cleaning), as directed by the Village Public Works Director or his designee. Heavy cleaning can include, but not be limited to, additional passes or flushes of the entire sewer section with the high-velocity jet, power rodding, or bucket equipment.

The contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up into service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Village.

iv. Disposal of Material

The contractor shall remove and dispose of all sludge, dirt, roots, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned at no additional cost to the Village. The contractor shall not allow material cleaned from one manhole section to pass into another manhole section as this can result in line stoppages, accumulation of material in wet wells, or damage to pumping equipment.

All material removed during cleaning shall be removed from the site at the end of each workday and disposed of by the contractor in a manner acceptable to the Public Works Director or his designee. Storage of material on site or within the sewer system is not allowed. Debris removed from sewers as part of the cleaning operations can be dumped at Public Works Facility at 1650 Leider Lane, Buffalo Grove, IL 60089 only if prior arrangements have been made and there is available space at the Public Works Facility.

v. Deliverables

The contractor shall keep a log of cleaning operations conforming to the National Association of Sewer Service Companies Pipeline Assessment Certification Program, latest edition. This shall include, but not be limited to, for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to the Village at the end of each work week.

B. Closed-Circuit Television (CCTV) Inspection

i. General

Provide all labor, material, tools, equipment, and appurtenances necessary to provide closed circuit television (CCTV) and audio-video recording of the internal inspection of sanitary and storm sewers at a picture quality to the satisfaction of the Director of Public Works or his designee.

ii. Equipment

The contractor shall utilize a digital color television camera designed and constructed for sewer inspection with the following capabilities:

- a. High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution.
- b. Adjustable directional lighting sufficient to allow a clear picture of the entire periphery of the pipe.
- c. Auxiliary lighting for sewers larger than 12-inch diameter.
- d. Operable in 100 percent humidity conditions.
- e. A 360-degree radial by 270-degree pan-and-tilt viewing field.
- f. Remote or manually operated.
- g. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
- h. Able to be equipped with skids or floatation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.

The contractor shall utilize a total audio-video recording system and procedures as required to produce a high-quality digital video and audio production of bright, sharp, clear pictures with accurate color, free from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion. The contractor shall record inspections electronically and create hard drives/flash drives directly from digital content without an intermediate analog conversion.

The contractor shall prepare hard drives/flash drives and inspection logs. Other software formats may only be accepted as approved by the Village Director of Public Works or his designee.

C. Execution

- i. Prior to conducting any CCTV inspection, complete preparatory cleaning.
- ii. Provide a complete inspection of the entire length of sewer, including both upstream and downstream manholes, panning as needed to see all areas of the sewer and manholes.
- iii. Utilize blowers, fans, or other means to force out steam from the sewers as needed to provide a clear image of the pipe condition.

- iv. Conduct the inspections with the flow of sewage from upstream to downstream manhole (“forward setup”). “Reverse setups” (from downstream to upstream manhole) shall only be allowed if a forward setup is not possible (e.g., upstream manhole is not accessible) or if the forward setup could not be completed due to an obstruction in the sewer. The cost to reset the televising equipment for a reverse setup is incidental to the contract.
- v. All inspections shall begin at the center of the beginning manhole and conclude at the center of the ending manhole.
- vi. Provide verbal commentary of the sewer inspection for the entire length of inspection. This is utilized as a cross-check against written logs and is useful as a reminder of which sewer is being televised.
- vii. Move the camera at a speed no greater than 30 feet per minute, stopping at all defects and points of infiltration. Pan as necessary to permit proper documentation of the sewer’s condition.
- viii. Stop at all service connections, pan, and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.
- ix. Stop televising if camera becomes submerged. Use high-pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping if necessary and as approved by the Director of Public Works or his designee.
- x. The contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.

D. Deliverables

The contractor shall provide 1 (one) copy each of a hard drive/flash drive (type to be acceptable to the Village) and computer-generated inspection logs of each individual inspection including all color photos. In addition, the contractor shall provide to the Village a field mark-up of any clarifications to the sewer system configuration as shown on the Village’s atlases, including but not limited to incorrectly shown connections between structures, pipes or manholes not shown on the atlases, sewers shown in the wrong location or other mapping inconsistency.

The written logs shall conform to the National Association of Sewer Service Companies Pipeline Assessment Certification Program, latest edition and shall contain, but not be limited to, the following information:

- i. Village Name;
- ii. Project Name;
- iii. Location of sewer line including street name and nearest address to upstream manhole and if the service is capped;
- iv. Inspector’s name;
- v. Date;
- vi. Upstream and Downstream Manhole IDs;

- vii. Direction of flow;
- viii. Direction of inspection;
- ix. Depth from rim to invert at the upstream and downstream ends of the sewer;
- x. Pipe size, type/material, joint spacing, and total length;
- xi. Surface weather conditions;
- xii. Photographs of specific severe defects and a representative sample of overall pipe condition;
- xiii. Manhole construction material; and
- xiv. Documented footage (from starting manhole) and clock orientation of all pipe defects, changes in pipe material, infiltration sources (including estimated flow rates in gallons per minute), service connections, root intrusion, mineral deposits, obstructions, protruding laterals, grease accumulation, back-pitched sections, off-set joints and any other abnormal conditions.

The written logs should be bound into white “D-ring” type presentation binders with tab inserts to separate each of the inspection reports organized by street name. The title of the project shall be placed in the front cover of the binder and include the Village’s name, project title, Contractor name, and date. A Table of Contents should be present and contain at a minimum: Page Number, Street Name, MH Start, MH Stop, Size, Length, and Flash Drive ID Number. The binders should be submitted at the end of the project.

Each inspection recording shall begin with a verbal explanation of the current date, project name, and Village; followed by the general location, manhole segment and direction of viewing and beginning footage count superimposed on the video signal. The footage counter and manhole segment shall appear throughout the entire video recording. The audio track, video, and inspection log shall all match. Provide an audio track describing all information documented in the inspection log.

Storm sewers and sanitary sewers shall be recorded on separate hard drives/flash drives.

For each partial payment hard drives/flash drives shall be given to the Village Public Works Director or his designee containing pdf versions of the reports completed for sewer segments requested in the partial payment. Each pdf copy shall be a separate file for each sewer segment and have the segment clearly identified in the file name.

3. SCHEDULING OF WORK

The contractor must commence work within thirty (30) calendar days after the date of the Notice to Proceed. The Contractor shall fully complete all work to the point of final acceptance by the Village, and to complete doing all other things required of them by the Contract Documents on or before and no later than ninety (90) calendar days from the date of the Notice to Proceed.

The contractor shall arrange and schedule work to minimize the disruption of traffic and access to property.

For the purpose of this agreement, Business Work Hours shall be Monday through Friday from 7:00 am until 4:00 pm, unless otherwise authorized by the Deputy Director of Public Works. Any work outside the allowed time periods in accordance with the Village Ordinance, including but not limited to material deliveries, mobilization of equipment, warming up machinery, or truck staging, shall be imposed a \$250 monetary penalty for each occurrence.

4. EMERGENCY RESPONSE – Item 4 A1-4, or A2-4:

In the event of an emergency, the Village may request CCTV inspection services within one year from the date of signed contract with a required response time of less than 24 hours.

5. TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications", the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", these Special Provisions, and any special details and highway standards contained herein and, in the plans, and the "Standard Specifications for Traffic Control Items".

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications" and the following highway standards relating to traffic control:

701011-04, 701101-05, 701106-02, 701501-06, 701801-06, 701901-08

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic and protecting pedestrians. Placement and maintenance of all traffic control devices shall be as directed by the Director of Public Works or his authorized representative, and in accordance with the applicable parts of Article 107.14 of the "Standard Specifications" and the "Manual on Uniform Traffic Control Devices for Streets and Highways".

At a minimum, the Contractor will provide appropriate signage and lighted barricades where any hazardous conditions are created. In addition, when the Contractor is working on a major road (i.e., Dundee Road, Deerfield Parkway, Buffalo Grove Road, and IL Rt. 22) and needs to close a lane of traffic to perform work, a Type C trailer mounted flashing arrow board along with construction signs and a barricade lane taper is required. Any work damaged due to lack of adequate barricades shall be replaced by the Contractor at the Contractor's expense.

6. MEASUREMENT OF PAYMENT

A. Traffic Control and Protection

This work will be paid for at the Contract lump sum price for Traffic Control and Protection, which price shall be payment in full for all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, replace, relocate, and remove all traffic control devices indicated in the Special Provisions or as required by construction activities.

B. CCTV Inspection of Sanitary Sewers (8" to 21")

This item includes the CCTV inspection of sanitary sewers ranging in size from 8 to 21 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, hard drives/flash drives, and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment. The contractor will not be paid for redundant or overlapping CCTV inspections.

C. Heavy Cleaning

If this Item 3, A1-3, or A2-3, is approved by the Village, this item includes heavy cleaning of the sewer as specified and at the direction and prior written approval of the Director of Public Works or his designee. This item will be measured in linear feet of sewer cleaned.

D. Emergency CCTV Inspection Sanitary or Storm Sewer (8" to 54")

If this Item 4, A1-4, or A2-4 is approved by the Village, this item includes the CCTV inspection of sanitary and/or storm sewers ranging in size from 8 to 54 inches in diameter, including preparatory light cleaning and preparation, delivery of hard drives/flash drives and inspection logs and within the 24-hour emergency response time frame. This item will be measured in the number of crew hours on-site in the Village. Response to requests for Emergency CCTV Inspection not within the required 24-hour emergency response time frame will be paid at the applicable non-emergency per-foot rate.

7. PERMITS

The contractor is responsible for obtaining all permits needed for CCTV inspection and Alternates C and D within Village, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

8. STORAGE AREA FOR TRUCKS AND ALL OTHER CONSTRUCTION RELATED EQUIPMENT AND MATERIALS

No overnight parking of trucks and other construction related equipment, or materials will be allowed on Village streets. Parking of trucks and other construction related equipment or materials on other public property must be approved by the Director of Public Works or his authorized representative. Parking of any construction trucks, equipment, or materials on private property is prohibited, unless otherwise permitted by law.

9. Pre- construction Meeting

A preconstruction meeting with the Contractor will be held to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

- A. The Contractor's proposed construction schedule.
- B. The name of subcontractors (if applicable) involved in these projects
- C. The name of the Project Manager.

10. SEQUENCE OF OPERATION

The Contractor shall consult with the Director of Public Works or his authorized representative concerning the detail and scheduling of the work contemplated herein and shall be governed by the decision of said Director of Public Works or his authorized representative.

The Contractor shall coordinate its work in a manner that will cause as little inconvenience to traffic as is possible. The Contractor shall work closely with the Village Officials, Fire and Police in coordination with the least amount of interruption to normal traffic and parking facilities, access to homes and inconvenience to the public.

11. CARE AND PROTECTION OF PROPERTY

Contractor shall be responsible for the preservation of all public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the contractor, restore such property to a condition similar or equal to that existing before the damage was done, or make good the damage in other manner acceptable to the Village. Any unapproved access to private property will result in a monetary penalty of \$500 for each occurrence.

The Contractor shall take all necessary precautions when working near mailboxes. If at the Contractor's discretion, a mailbox will interfere with construction operations, a temporary mailbox shall be located per the United States Postal Service requirements and the permanent mailbox reinstalled following said operation. At no time shall a resident be without a mailbox or not receive mail due to a mailbox being removed, replaced, or damaged. The Contractor shall replace, at no additional cost to the Owner, any mailbox or post which has been damaged by the Contractor's operations due to neglect, misconduct, or poor workmanship. The cost of all materials required and all labor necessary to comply with the above Provisions will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed. Public Works will provide mailbox installation requirements if needed.

The Contractor must maintain access for both residents and mail carriers to all mailboxes throughout the duration of the project.

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents with limits specified in the Maintenance Letter of Credit general condition. The Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer. Hard surfaces shall also be left in a clean and usable state, which generally will require sweeping following work. Failure to appropriately clean up and/or sweep an area when work is complete at that area will result in a monetary penalty of \$250 for each occurrence.

12. GENERAL

The Contractor shall at all times have a competent person in charge of its work crew at the job site, to which the Village representative may issue directives. Such a person shall be authorized to accept and act upon such directives.

13. CERTIFIED PAYROLL REPORTS

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Village is an Illinois unit of local government, and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall

not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

If the contractor must submit the payroll to the Village of Buffalo Grove for reasons outside of their control, the Village requests that the Contractor submit all certified payroll reports, including subcontractors, and EEO reporting be sent electronically in separate files for each respective Contractor/subcontractor with the weeks ending date in the file name to Ckrase@vbg.org (i.e. Contractor Name Week Ending.pdf).

The Contractor is responsible for providing all records in accordance with the Illinois Department of Labor's (IDOL) requirements pertaining to the Prevailing Wage Act on the standard IDOL form. Only the last four (4) digits of the employee's social security number will be required; the remaining digits shall be "X" or redacted. To complete the certified payroll request for release of payment, the Contractor must supply a signed and notarized written statement that all necessary documentation has been turned over for the pay period pertaining to that payment requested.

Under P.A. 98-0328, the public body must retain copies of the certified payroll for 5 years rather than 3 years as was the case previously. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website www.illinois.gov/idol. the new form consists of three pages identified as the "certified transcript of payroll affidavit" and "certified transcript of payroll instructions". The new forms on the IDOL website can be filled in online and then printed out. under P.A. 98-0482, contractors and subcontractors will have to provide additional information with respect to working hours, wage rates, overtime rates and fringe benefits. The IDOL's model certified payroll forms are the most current forms for compliance with P.A. 98-0482 and should be used in public works contracts.

APPENDIX A
SEWER TELEVISION 2025 BASE BID
APPROXIMATE SUMMARY OF QUANTITIES

ID	Diameter	Length	County	Material	Upstream Manhole	Downstream Manhole
21233082	8	407.6	LAKE	TRUSS Composite Sewer Pipe	21100943	21122579
21235569	8	242.5	LAKE	TRUSS Composite Sewer Pipe	21100957	21122224
21235375	8	150.4	LAKE	TRUSS Composite Sewer Pipe	21100970	21121824
21234782	8	45.7	LAKE	TRUSS Composite Sewer Pipe	21101021	21120685
21236882	8	116	LAKE	TRUSS Composite Sewer Pipe	21101036	21101196
21234850	8	69.9	LAKE	TRUSS Composite Sewer Pipe	21101042	21121378
21235057	8	172.5	LAKE	Vitrified Clay Pipe	21101045	21122115
21236307	8	357.9	LAKE	Vitrified Clay Pipe	21101046	21121714
21234348	8	136.7	LAKE	TRUSS Composite Sewer Pipe	21101050	21122158
21233356	8	67.7	LAKE	TRUSS Composite Sewer Pipe	21101063	21120541
21235601	8	245.7	LAKE	TRUSS Composite Sewer Pipe	21101070	21121782
21233128	8	220.5	LAKE	Vitrified Clay Pipe	21101074	21120697
21236787	8	226.8	LAKE	TRUSS Composite Sewer Pipe	21101078	21120504
21235111	8	91.2	LAKE	Vitrified Clay Pipe	21101088	21121968
21235009	8	92.6	LAKE	TRUSS Composite Sewer Pipe	21101097	21102901
21236274	8	101.3	LAKE	Unknown	21101111	21122680
21234051	8	428.5	LAKE	TRUSS Composite Sewer Pipe	21101116	21121582
21233675	8	349.2	LAKE	Vitrified Clay Pipe	21101121	21101046
21234140	8	171.4	LAKE	TRUSS Composite Sewer Pipe	21101129	21121999
21236914	8	111	LAKE	TRUSS Composite Sewer Pipe	21101142	21121966
21234305	8	122.9	LAKE	TRUSS Composite Sewer Pipe	21101159	21122083
21163677	8	240.4	LAKE	TRUSS Composite Sewer Pipe	21101168	21101097
21235179	8	340.8	LAKE	Vitrified Clay Pipe	21101169	21122681
21235639	8	331.4	LAKE	TRUSS Composite Sewer Pipe	21101172	21100960
21236877	8	89.4	LAKE	TRUSS Composite Sewer Pipe	21101175	21100957
21237242	8	299.7	LAKE	TRUSS Composite Sewer Pipe	21101196	21121773
21233049	8	392.2	LAKE	TRUSS Composite Sewer Pipe	21101197	21121904
21236182	8	98.8	LAKE	Unknown	21101204	21121725
21235378	8	146.2	LAKE	TRUSS Composite Sewer Pipe	21101212	21122171
21233336	8	389	LAKE	Poly Vinyl Chloride	21101235	21123145
21234042	8	197.8	LAKE	TRUSS Composite Sewer Pipe	21101252	21121601
21233643	8	263.5	LAKE	TRUSS Composite Sewer Pipe	21101258	21101142
21237317	8	185.4	LAKE	Vitrified Clay Pipe	21101305	21101074
21233968	8	234.9	LAKE	TRUSS Composite Sewer Pipe	21101312	21122160
21234416	8	180.6	LAKE	TRUSS Composite Sewer Pipe	21101317	21325443
21234081	8	116.1	LAKE	TRUSS Composite Sewer Pipe	21101349	21120656
21235474	8	145.5	LAKE	TRUSS Composite Sewer Pipe	21101359	21122715
21233017	8	90.8	LAKE	TRUSS Composite Sewer Pipe	21102895	21122658
21236647	8	96	LAKE	TRUSS Composite Sewer Pipe	21102899	21101175
21234957	8	143.3	LAKE	Unknown	21102904	21123222
21232962	8	110.3	LAKE	Unknown	21120475	21122106
21234788	8	194.8	LAKE	TRUSS Composite Sewer Pipe	21120478	21121595
21234898	8	399.3	LAKE	Vitrified Clay Pipe	21120502	21101121
21233998	8	230	LAKE	TRUSS Composite Sewer Pipe	21120521	21122247
21235006	8	172.2	LAKE	TRUSS Composite Sewer Pipe	21120541	21101050
21235345	8	331.5	LAKE	TRUSS Composite Sewer Pipe	21120543	21102899
21234347	8	353.8	LAKE	TRUSS Composite Sewer Pipe	21120549	21121735
21234332	8	351.3	LAKE	TRUSS Composite Sewer Pipe	21120549	21121735
21233611	8	44.6	LAKE	TRUSS Composite Sewer Pipe	21120565	21120541
21235616	8	108.6	LAKE	TRUSS Composite Sewer Pipe	21120656	21101078
21233697	8	43.7	LAKE	TRUSS Composite Sewer Pipe	21120685	21122201

21234032	8	128.3	LAKE	TRUSS Composite Sewer Pipe	21120687	21122042
21236799	8	229.1	LAKE	TRUSS Composite Sewer Pipe	21120688	21122189
21235109	8	45.6	LAKE	Unknown	21120689	21121818
21233558	8	229.3	LAKE	Vitrified Clay Pipe	21120697	21145112
21234738	8	219.9	LAKE	Ductile Iron	21120983	21120478
21236224	8	112.4	LAKE	Vitrified Clay Pipe	21120991	21122681
21233236	8	389.6	LAKE	TRUSS Composite Sewer Pipe	21121033	21123036
21236693	8	327.1	LAKE	TRUSS Composite Sewer Pipe	21121038	21121601
21234799	8	270.2	LAKE	TRUSS Composite Sewer Pipe	21121378	21101063
21235475	8	232.7	LAKE	TRUSS Composite Sewer Pipe	21121564	21101252
21235483	8	113.3	LAKE	TRUSS Composite Sewer Pipe	21121565	21121586
21234163	8	292.9	LAKE	TRUSS Composite Sewer Pipe	21121570	21145102
21234320	8	125.8	LAKE	Unknown	21121586	21100945
21233070	8	185.8	LAKE	TRUSS Composite Sewer Pipe	21121603	21102895
21234522	8	267.5	LAKE	TRUSS Composite Sewer Pipe	21121692	21122113
21233411	8	234	LAKE	Unknown	21121725	21122161
21236651	8	75.6	LAKE	TRUSS Composite Sewer Pipe	21121782	21122275
21234831	8	89.5	LAKE	Unknown	21121818	21120983
21234079	8	316.7	LAKE	TRUSS Composite Sewer Pipe	21121824	21121782
21234330	8	44.5	LAKE	TRUSS Composite Sewer Pipe	21121838	21120521
21235620	8	241.5	LAKE	TRUSS Composite Sewer Pipe	21121870	21123182
21234826	8	82.5	LAKE	Unknown	21121899	21122718
21232926	8	77	LAKE	TRUSS Composite Sewer Pipe	21121904	21123212
21233139	8	177.5	LAKE	TRUSS Composite Sewer Pipe	21121915	21122131
21233981	8	112.3	LAKE	TRUSS Composite Sewer Pipe	21121944	21101212
21233749	8	309.6	LAKE	Unknown	21121948	21123179
21237195	8	155.5	LAKE	Vitrified Clay Pipe	21121968	21101045
21237289	8	175.7	LAKE	Vitrified Clay Pipe	21121983	21121968
21234131	8	333.2	LAKE	TRUSS Composite Sewer Pipe	21122022	21121565
21236264	8	172.7	LAKE	TRUSS Composite Sewer Pipe	21122042	21120688
21235727	8	136.4	LAKE	TRUSS Composite Sewer Pipe	21122051	21121603
21235571	8	113	LAKE	TRUSS Composite Sewer Pipe	21122079	21122278
21233370	8	136.1	LAKE	TRUSS Composite Sewer Pipe	21122083	21122079
21233447	8	49.3	LAKE	Unknown	21122106	21101317
21234878	8	285.6	LAKE	Vitrified Clay Pipe	21122115	2156514
21234903	8	381.3	LAKE	Vitrified Clay Pipe	21122121	21120991
21163612	8	258.2	LAKE	TRUSS Composite Sewer Pipe	21122125	21122095
21233629	8	157.5	LAKE	TRUSS Composite Sewer Pipe	21122131	21121692
21235530	8	72.4	LAKE	TRUSS Composite Sewer Pipe	21122137	21101312
21163710	8	180.8	LAKE	TRUSS Composite Sewer Pipe	21122150	21122575
21235466	8	158.7	LAKE	TRUSS Composite Sewer Pipe	21122152	21122150
21235419	8	74.9	LAKE	TRUSS Composite Sewer Pipe	21122155	21121570
21234653	8	240.5	LAKE	TRUSS Composite Sewer Pipe	21122159	21122022
21235646	8	76.6	LAKE	TRUSS Composite Sewer Pipe	21122160	21101159
21237095	8	221.7	LAKE	Unknown	21122161	21122173
21236952	8	248.9	LAKE	TRUSS Composite Sewer Pipe	21122171	21122216
21236240	8	211.9	LAKE	Unknown	21122173	21120689
21233837	8	231.2	LAKE	TRUSS Composite Sewer Pipe	21122183	21122189
21163753	8	123.8	LAKE	TRUSS Composite Sewer Pipe	21122189	21121944
21234579	8	187.8	LAKE	TRUSS Composite Sewer Pipe	21122190	21101116
21234872	8	186.7	LAKE	TRUSS Composite Sewer Pipe	21122201	21101168
21235403	8	187.2	LAKE	TRUSS Composite Sewer Pipe	21122216	21123200

21235445	8	285.1	LAKE	TRUSS Composite Sewer Pipe	21122221	21101070
21236758	8	233.9	LAKE	TRUSS Composite Sewer Pipe	21122241	21100970
21234386	8	207	LAKE	TRUSS Composite Sewer Pipe	21122245	21101326
21236703	8	262.6	LAKE	TRUSS Composite Sewer Pipe	21122246	21121777
21234103	8	295.1	LAKE	TRUSS Composite Sewer Pipe	21122247	21121871
21163578	8	182.7	LAKE	TRUSS Composite Sewer Pipe	21122260	21121915
21237008	8	189.6	LAKE	TRUSS Composite Sewer Pipe	21122263	21121824
21236953	8	215.8	LAKE	TRUSS Composite Sewer Pipe	21122275	21101172
21234632	8	338.1	LAKE	TRUSS Composite Sewer Pipe	21122278	21121582
21237125	8	84	LAKE	Vitrified Clay Pipe	21122569	21102904
21232982	8	291.7	LAKE	TRUSS Composite Sewer Pipe	21122579	21101021
21233452	8	221.5	LAKE	Vitrified Clay Pipe	21122593	21123180
21163605	8	228.6	LAKE	Vitrified Clay Pipe	21122602	21123180
21234781	8	148.4	LAKE	Vitrified Clay Pipe	21122680	21121983
21237389	8	317.7	LAKE	TRUSS Composite Sewer Pipe	21122690	21121033
21235496	8	126.8	LAKE	TRUSS Composite Sewer Pipe	21122715	21121838
21233348	8	185	LAKE	Poly Vinyl Chloride	21122716	21101235
21235819	8	35.4	LAKE	Unknown	21122718	21121948
21233754	8	121.9	LAKE	Vitrified Clay Pipe	21122758	21101215
21234710	8	281.7	LAKE	TRUSS Composite Sewer Pipe	21123036	21101097
21163633	8	266	LAKE	Poly Vinyl Chloride	21123043	21122716
21236766	8	99.5	LAKE	TRUSS Composite Sewer Pipe	21123055	2157221
21233615	8	146.4	LAKE	Poly Vinyl Chloride	21123145	21121624
21234144	8	140.5	LAKE	Vitrified Clay Pipe	21123151	2154233
21234810	8	185.4	LAKE	Unknown	21123179	21101111
21234848	8	40.5	LAKE	Vitrified Clay Pipe	21123180	21120983
21236778	8	198.2	LAKE	TRUSS Composite Sewer Pipe	21123182	21122712
21233691	8	102.6	LAKE	TRUSS Composite Sewer Pipe	21123198	21101197
21233216	8	158.1	LAKE	TRUSS Composite Sewer Pipe	21123199	21121915
21232957	8	179.3	LAKE	TRUSS Composite Sewer Pipe	21123212	21101258
21163761	8	274.2	LAKE	TRUSS Composite Sewer Pipe	21123216	21101172
21236847	8	133.8	LAKE	Vitrified Clay Pipe	21123222	21101074
21235597	8	144.7	LAKE	TRUSS Composite Sewer Pipe	21145100	21122171
21235349	8	123.5	LAKE	TRUSS Composite Sewer Pipe	21145102	21120656
21233701	8	254.3	LAKE	Vitrified Clay Pipe	21145112	21120692
21235459	8	208.1	LAKE	TRUSS Composite Sewer Pipe	21145115	21120549
21421455	8	100.2	LAKE	TRUSS Composite Sewer Pipe	21145115	21120549
21236966	8	140.4	LAKE	Poly Vinyl Chloride	21145119	2154338
21521207	8	115.2	LAKE	TRUSS Composite Sewer Pipe	21325443	21123055
21233135	8	202.7	LAKE	Vitrified Clay Pipe	2152409	2153911
21235742	8	85.3	LAKE	Unknown	2153440	2154041
21234990	8	378.1	LAKE	Poly Vinyl Chloride	2153463	2154362
21235018	8	240.3	LAKE	Vitrified Clay Pipe	2153639	21122569
21235470	8	167.5	LAKE	Vitrified Clay Pipe	2153664	21122680
21237110	8	114.7	LAKE	Unknown	2153678	2157198
21233770	8	414.8	LAKE	Unknown	2154041	2154246
21235566	8	144.6	LAKE	TRUSS Composite Sewer Pipe	2154246	21122160
21233385	8	263.8	LAKE	Vitrified Clay Pipe	2154252	21101215
21234385	8	120.3	LAKE	Unknown	2154303	2157335
21235135	8	108.7	LAKE	Vitrified Clay Pipe	2154305	2154333
21235177	8	216	LAKE	Vitrified Clay Pipe	2154333	2153664
21235610	8	53.5	LAKE	Poly Vinyl Chloride	2154338	2154246

21236235	8	38.2	LAKE	Unknown	2154362	2154303
21233589	8	167.1	LAKE	Poly Vinyl Chloride	2154364	2156643
21233406	8	181.9	LAKE	Vitrified Clay Pipe	2156514	2154042
21232961	8	86.1	LAKE	Unknown	2156643	2153440
21233391	8	146.5	LAKE	Unknown	2157198	2156643
21235236	8	282.1	LAKE	TRUSS Composite Sewer Pipe	2157221	21102904
21233133	8	267.5	LAKE	Unknown	2157335	21120689
21234328	10	130.1	LAKE	TRUSS Composite Sewer Pipe	21100945	21121601
21235347	10	209.4	LAKE	TRUSS Composite Sewer Pipe	21100960	21121777
21234847	10	372.8	LAKE	Vitrified Clay Pipe	21101107	21122046
21235183	10	222.2	LAKE	Vitrified Clay Pipe	21102901	21122013
21234569	10	194.7	LAKE	TRUSS Composite Sewer Pipe	21120504	21100960
21233512	10	27	LAKE	Poly Vinyl Chloride	21121031	21123044
21233622	10	198	LAKE	Poly Vinyl Chloride	21121082	21123058
21236242	10	228.5	LAKE	TRUSS Composite Sewer Pipe	21121582	21122575
21236661	10	424	LAKE	TRUSS Composite Sewer Pipe	21121601	21121582
21233477	10	158	LAKE	Poly Vinyl Chloride	21121624	21121082
21236950	10	201.5	LAKE	TRUSS Composite Sewer Pipe	21121715	21122015
21233055	10	225.6	LAKE	TRUSS Composite Sewer Pipe	21121777	21123200
21235123	10	185.7	LAKE	Vitrified Clay Pipe	21122013	2154065
21234380	10	181.1	LAKE	TRUSS Composite Sewer Pipe	21122015	21122054
21234337	10	357.3	LAKE	Vitrified Clay Pipe	21122046	21122961
21234712	10	409.4	LAKE	Vitrified Clay Pipe	21122052	21101107
21235305	10	200.1	LAKE	Vitrified Clay Pipe	21122162	21101169
21233098	10	89.6	LAKE	Poly Vinyl Chloride	21122178	21122162
21235443	10	72	LAKE	Poly Vinyl Chloride	21122203	21101317
21235471	10	136.3	LAKE	TRUSS Composite Sewer Pipe	21122575	21120504
21233487	10	248	LAKE	Poly Vinyl Chloride	21122648	21121031
21237344	10	389.8	LAKE	Vitrified Clay Pipe	21122681	21122052
21237038	10	148.6	LAKE	TRUSS Composite Sewer Pipe	21122743	21121715
21233427	10	218	LAKE	Poly Vinyl Chloride	21123015	21122648
21236689	10	228.8	LAKE	TRUSS Composite Sewer Pipe	21123044	21122743
21235701	10	78	LAKE	Poly Vinyl Chloride	21123058	21123229
21235360	10	336	LAKE	Poly Vinyl Chloride	21123084	21122203
21234531	10	199.4	LAKE	TRUSS Composite Sewer Pipe	21123200	21122685
21233386	10	215	LAKE	Poly Vinyl Chloride	21123229	21123015
21233983	10	239	LAKE	Poly Vinyl Chloride	2152991	2156666
21233290	10	362	LAKE	Vitrified Clay Pipe	2153882	2153911
21233289	10	231.6	LAKE	Vitrified Clay Pipe	2153911	21123135
21235199	10	140.4	LAKE	Vitrified Clay Pipe	2154065	2157111
21237215	10	321.3	LAKE	Poly Vinyl Chloride	2156290	2156658
21234916	10	474.8	LAKE	Poly Vinyl Chloride	2156658	21122178
21235372	10	266	LAKE	Poly Vinyl Chloride	2156666	21123084
21235318	10	25.4	LAKE	Poly Vinyl Chloride	2157111	2156290
21235509	12	249.4	LAKE	TRUSS Composite Sewer Pipe	21101006	21121107
21235362	12	288.2	LAKE	TRUSS Composite Sewer Pipe	21101326	2143375
21235308	12	324.9	LAKE	Vitrified Clay Pipe	21101348	21101310
21235574	12	359.1	LAKE	TRUSS Composite Sewer Pipe	21120529	21121934
21234200	12	259.1	LAKE	TRUSS Composite Sewer Pipe	21121107	21122180
21234923	12	299	LAKE	Vitrified Clay Pipe	21121726	21123080
21237387	12	351.9	LAKE	TRUSS Composite Sewer Pipe	21121735	21121926
21233869	12	342.4	LAKE	Vitrified Clay Pipe	21121736	21121726

21234567	12	59.3	LAKE	TRUSS Composite Sewer Pipe	21121785	21122060
21233709	12	252.9	LAKE	TRUSS Composite Sewer Pipe	21121811	21121966
21236800	12	223.5	LAKE	TRUSS Composite Sewer Pipe	21121926	21122582
21234096	12	384.7	LAKE	TRUSS Composite Sewer Pipe	21121934	21123076
21163815	12	289.3	LAKE	TRUSS Composite Sewer Pipe	21121966	21122236
21236965	12	308.7	LAKE	TRUSS Composite Sewer Pipe	21121978	21122054
21235423	12	215.1	LAKE	TRUSS Composite Sewer Pipe	21122054	21101006
21234474	12	266	LAKE	TRUSS Composite Sewer Pipe	21122060	21121978
21234491	12	356.6	LAKE	TRUSS Composite Sewer Pipe	21122180	21120529
21235605	12	326.3	LAKE	TRUSS Composite Sewer Pipe	21122186	21121785
21233578	12	181.9	LAKE	TRUSS Composite Sewer Pipe	21122236	21121817
21163775	12	287.4	LAKE	TRUSS Composite Sewer Pipe	21122582	21122180
21235417	12	88.6	LAKE	TRUSS Composite Sewer Pipe	21122610	21123202
21235227	12	304.7	LAKE	Vitrified Clay Pipe	21122961	21121736
21234774	12	271.4	LAKE	Vitrified Clay Pipe	21123080	21101348
21235628	12	216.4	LAKE	TRUSS Composite Sewer Pipe	21123201	21122610
21236977	12	328.6	LAKE	TRUSS Composite Sewer Pipe	21123202	21101326
21234093	12	234.4	LAKE	TRUSS Composite Sewer Pipe	2143375	2154090
21235589	12	287.3	LAKE	TRUSS Composite Sewer Pipe	2154090	21121773
21236797	15	253.1	LAKE	TRUSS Composite Sewer Pipe	21120699	21122685
21234496	15	249.4	LAKE	TRUSS Composite Sewer Pipe	21121773	21120699
21234597	15	403.4	LAKE	TRUSS Composite Sewer Pipe	21122685	2153641
21235540	15	238.2	LAKE	TRUSS Composite Sewer Pipe	2153641	21122672
21235031	18	476.3	LAKE	Vitrified Clay Pipe	21120650	21121588
21237285	21	409	LAKE	Vitrified Clay Pipe	21121588	21145108
21233380	21	34.7	LAKE	Vitrified Clay Pipe	21145108	21122133
Total		48647.5				

APPENDIX B
SEWER TELEVISION 2025 ALTERNATE 1
APPROXIMATE SUMMARY OF QUANTITIES

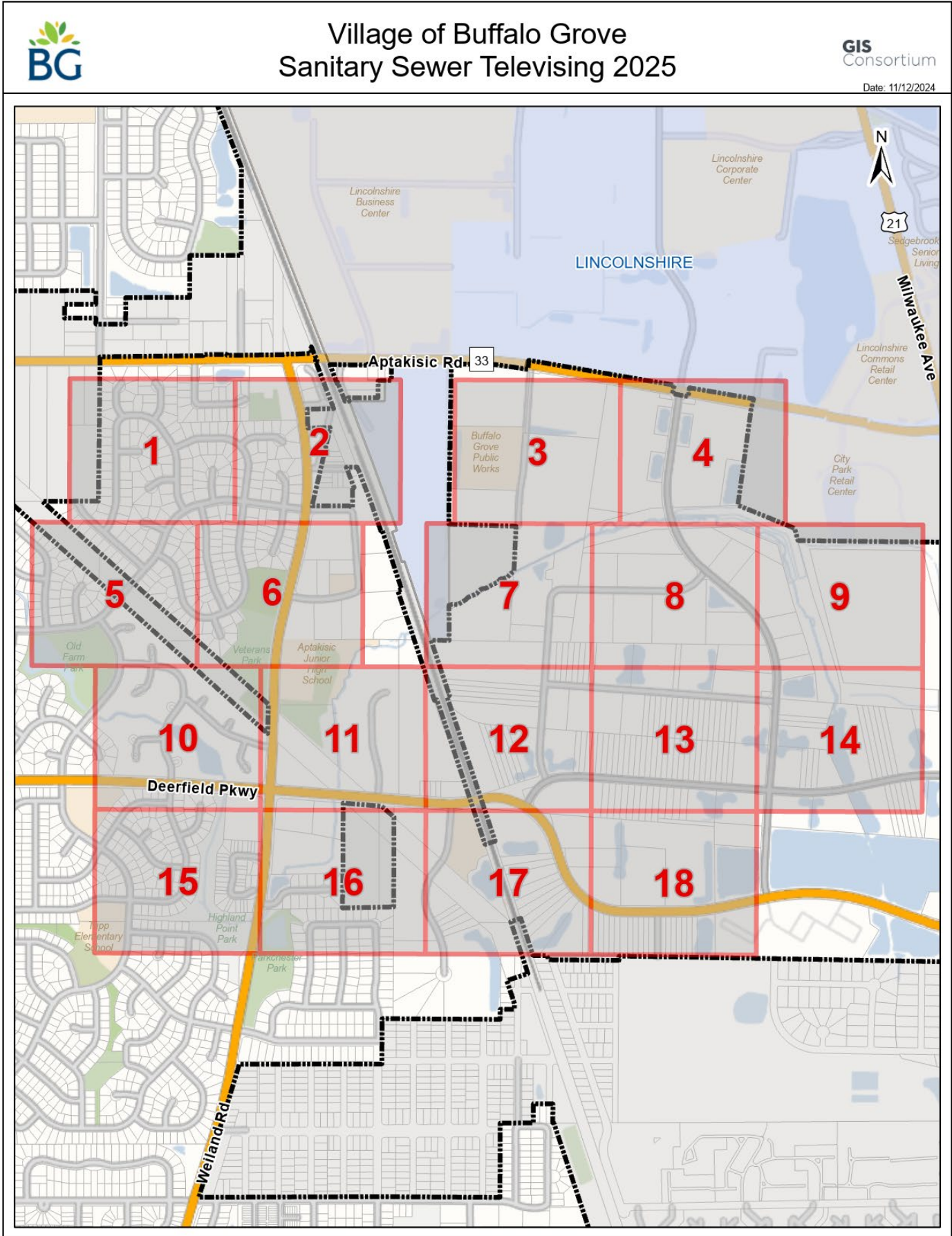
ID	Diameter	Length	County	Material	Upstream Manhole	Downstream Manhole
21235426	27	300.6	LAKE	Reinforced Concrete Pipe	21121871	21122712
21233945	27	237.4	LAKE	Reinforced Concrete Pipe	21122712	21122672
21233343	30	296.9	LAKE	Reinforced Concrete Pipe	21101149	21101215
21233283	30	216.7	LAKE	Reinforced Concrete Pipe	21101215	21101259
21233460	30	137	LAKE	Reinforced Concrete Pipe	21101259	2152901
21233670	30	114.1	LAKE	Reinforced Concrete Pipe	21120692	2154233
21235488	30	278.4	LAKE	Reinforced Concrete Pipe	21121999	21101149
21234031	30	177.5	LAKE	Reinforced Concrete Pipe	21122672	21121999
21233272	30	370.7	LAKE	Reinforced Concrete Pipe	21123135	21121032
21233181	30	172.5	LAKE	Reinforced Concrete Pipe	2152901	21120692
21233219	30	306.3	LAKE	Reinforced Concrete Pipe	2154233	21123135
21233153	33	87.3	LAKE	Reinforced Concrete Pipe	21101383	21121817
21235674	33	295.7	LAKE	Reinforced Concrete Pipe	21120508	21101073
21233109	33	61.3	LAKE	Reinforced Concrete Pipe	21120542	21101383
21235665	33	288.8	LAKE	Reinforced Concrete Pipe	21121032	21122095
21235711	33	72.8	LAKE	Reinforced Concrete Pipe	21121595	21121786
21235388	33	142.4	LAKE	Reinforced Concrete Pipe	21121786	21122113
21233750	33	136.1	LAKE	Reinforced Concrete Pipe	21121817	21120508
21233765	33	40.6	LAKE	Reinforced Concrete Pipe	21122095	21123120
21233423	33	132.7	LAKE	Reinforced Concrete Pipe	21122113	21120542
21163628	33	106.8	LAKE	Reinforced Concrete Pipe	21122658	21121595
21163806	33	267.6	LAKE	Reinforced Concrete Pipe	21123120	21122658
Total		4240.2				

APPENDIX C
SEWER TELEVISION 2025 ALTERNATE 2
APPROXIMATE SUMMARY OF QUANTITIES

ID	Diameter.amt	Length.amt	County	Material	Upstream Manhole	Downstream Manhole
21233885	8	305	COOK	Vitrified Clay Pipe	2122205	2157442
21163778	8	72.3	COOK	Vitrified Clay Pipe	2122260	2152989
21234023	8	209.1	COOK	Vitrified Clay Pipe	2122269	2153451
21235582	8	194.9	COOK	Vitrified Clay Pipe	2143287	2154387
21233836	8	157.2	COOK	Vitrified Clay Pipe	2143306	2153672
21234648	8	181.4	COOK	Vitrified Clay Pipe	2143309	2154512
21235289	8	304.1	COOK	Vitrified Clay Pipe	2143359	2154026
21236761	8	144.6	COOK	Vitrified Clay Pipe	2152390	2156888
21236738	8	344.3	COOK	Vitrified Clay Pipe	2152421	2152390
21235560	8	167.9	COOK	Vitrified Clay Pipe	2152477	2157471
21233009	8	329.1	COOK	Vitrified Clay Pipe	2152786	2122205
21234683	8	161	COOK	Vitrified Clay Pipe	2152803	2154447
21233124	8	109.9	COOK	Vitrified Clay Pipe	2152805	2153076
21233785	8	329.1	COOK	Vitrified Clay Pipe	2152938	2153451
21235580	8	329.8	COOK	Vitrified Clay Pipe	2152979	2154529
21234667	8	117.3	COOK	Vitrified Clay Pipe	2152982	2143309
21236082	8	72.2	COOK	Vitrified Clay Pipe	2152989	2157474
21232965	8	302.6	COOK	Vitrified Clay Pipe	2153003	2153638
21233762	8	84.8	COOK	Vitrified Clay Pipe	2153030	2152477
21235539	8	148.2	COOK	Vitrified Clay Pipe	2153076	2156888
21234604	8	79.1	COOK	Vitrified Clay Pipe	2153451	2153691
21236856	8	60.2	COOK	Vitrified Clay Pipe	2153456	2156607
21234481	8	302.6	COOK	Vitrified Clay Pipe	2153498	2152979
21237330	8	150.1	COOK	Vitrified Clay Pipe	2153648	2154000
21234138	8	249.5	COOK	Vitrified Clay Pipe	2153672	2157284
21234467	8	85.1	COOK	Vitrified Clay Pipe	2153689	2153030
21234010	8	91.4	COOK	Vitrified Clay Pipe	2153691	2157473
21233582	8	96.5	COOK	Vitrified Clay Pipe	2153721	2152979
21163684	8	72	COOK	Vitrified Clay Pipe	2153741	2122260
21163763	8	323.9	COOK	Vitrified Clay Pipe	2153763	2157456
21234187	8	54.6	COOK	Vitrified Clay Pipe	2153767	2154447
21235543	8	376.7	COOK	Vitrified Clay Pipe	2153781	2152421
21235291	8	76.6	COOK	Vitrified Clay Pipe	2153869	2157423
21234673	8	142.8	COOK	Vitrified Clay Pipe	2153902	2143306
21163668	8	200.8	COOK	Vitrified Clay Pipe	2153904	2157413
21236389	8	345.7	COOK	Vitrified Clay Pipe	2153963	2156601
21234694	8	171	COOK	Vitrified Clay Pipe	2153972	2156607
21235749	8	329.6	COOK	Vitrified Clay Pipe	2154000	2152938
21237191	8	79.7	COOK	Vitrified Clay Pipe	2154026	2157461
21235355	8	316	COOK	Vitrified Clay Pipe	2154035	2152803
21163681	8	76.8	COOK	Vitrified Clay Pipe	2154043	2143287
21234041	8	270	COOK	Vitrified Clay Pipe	2154085	2157304
21236849	8	336.1	COOK	Vitrified Clay Pipe	2154086	2157427
21232936	8	225.7	COOK	Vitrified Clay Pipe	2154177	2153767
21234288	8	210.4	COOK	Vitrified Clay Pipe	2154203	2157427
21236982	8	350.6	COOK	Vitrified Clay Pipe	2154212	2154525

21163715	8	106.6	COOK	Vitrified Clay Pipe	2154255	2153902
21234384	8	95.3	COOK	Vitrified Clay Pipe	2154260	2153781
21233598	8	177.3	COOK	Vitrified Clay Pipe	2154270	2157413
21236812	8	99.9	COOK	Vitrified Clay Pipe	2154387	2143309
21235728	8	137.8	COOK	Vitrified Clay Pipe	2154406	2157197
21233335	8	240.2	COOK	Vitrified Clay Pipe	2154447	2157471
21235643	8	381.2	COOK	Vitrified Clay Pipe	2154512	2156609
21234512	8	368	COOK	Vitrified Clay Pipe	2154525	2153763
21234224	8	265.1	COOK	Vitrified Clay Pipe	2154529	2156482
21163821	8	206.9	COOK	Vitrified Clay Pipe	2156301	2122269
21234191	8	210.9	COOK	Vitrified Clay Pipe	2156442	2153963
21233150	8	288.9	COOK	Vitrified Clay Pipe	2156446	2156520
21234484	8	108.5	COOK	Vitrified Clay Pipe	2156472	2154035
21233462	8	161.1	COOK	Vitrified Clay Pipe	2156482	2156668
21233505	8	110.9	COOK	Vitrified Clay Pipe	2156487	2153781
21233830	8	74.5	COOK	Vitrified Clay Pipe	2156520	2157473
21234273	8	111.9	COOK	Vitrified Clay Pipe	2156601	2156608
21163567	8	210.6	COOK	Vitrified Clay Pipe	2156604	2154406
21236879	8	164.2	COOK	Vitrified Clay Pipe	2156607	2153498
21237388	8	102.3	COOK	Vitrified Clay Pipe	2156608	2157304
21163780	8	57.6	COOK	Vitrified Clay Pipe	2156609	2157264
21234434	8	141.3	COOK	Vitrified Clay Pipe	2156623	2156446
21234154	8	133.4	COOK	Vitrified Clay Pipe	2156668	2154026
21235406	8	193.9	COOK	Vitrified Clay Pipe	2156887	2153767
21234148	8	154	COOK	Vitrified Clay Pipe	2156888	2153881
21163682	8	335.2	COOK	Vitrified Clay Pipe	2157197	2153904
21237082	8	135.9	COOK	Vitrified Clay Pipe	2157220	2154085
21163816	8	116.8	COOK	Vitrified Clay Pipe	2157239	2156301
21233005	8	249.1	COOK	Vitrified Clay Pipe	2157284	2152938
21234689	8	71.1	COOK	Vitrified Clay Pipe	2157297	2154255
21234022	8	249.9	COOK	Vitrified Clay Pipe	2157303	2157239
21233811	8	113.6	COOK	Vitrified Clay Pipe	2157304	2156623
21234201	8	234.5	COOK	Vitrified Clay Pipe	2157413	2156609
21234643	8	46.9	COOK	Vitrified Clay Pipe	2157423	2157303
21235441	8	96.7	COOK	Vitrified Clay Pipe	2157427	2153972
21234097	8	188.8	COOK	Vitrified Clay Pipe	2157442	2157453
21235491	8	88.1	COOK	Vitrified Clay Pipe	2157444	2154260
21235477	8	104.6	COOK	Vitrified Clay Pipe	2157453	2154212
21163757	8	128.4	COOK	Vitrified Clay Pipe	2157456	2153076
21233659	8	248.8	COOK	Vitrified Clay Pipe	2157461	2157423
21236851	8	94.1	COOK	Vitrified Clay Pipe	2157471	2156604
21233879	8	321.3	COOK	Vitrified Clay Pipe	2157473	2153003
21234241	8	201.4	COOK	Vitrified Clay Pipe	2157474	2153648
21234610	10	262.4	COOK	Vitrified Clay Pipe	2157264	2156523
Total		16728.2				

APPENDIX D
SEWER TELEVISIONING BASE BID MAPS



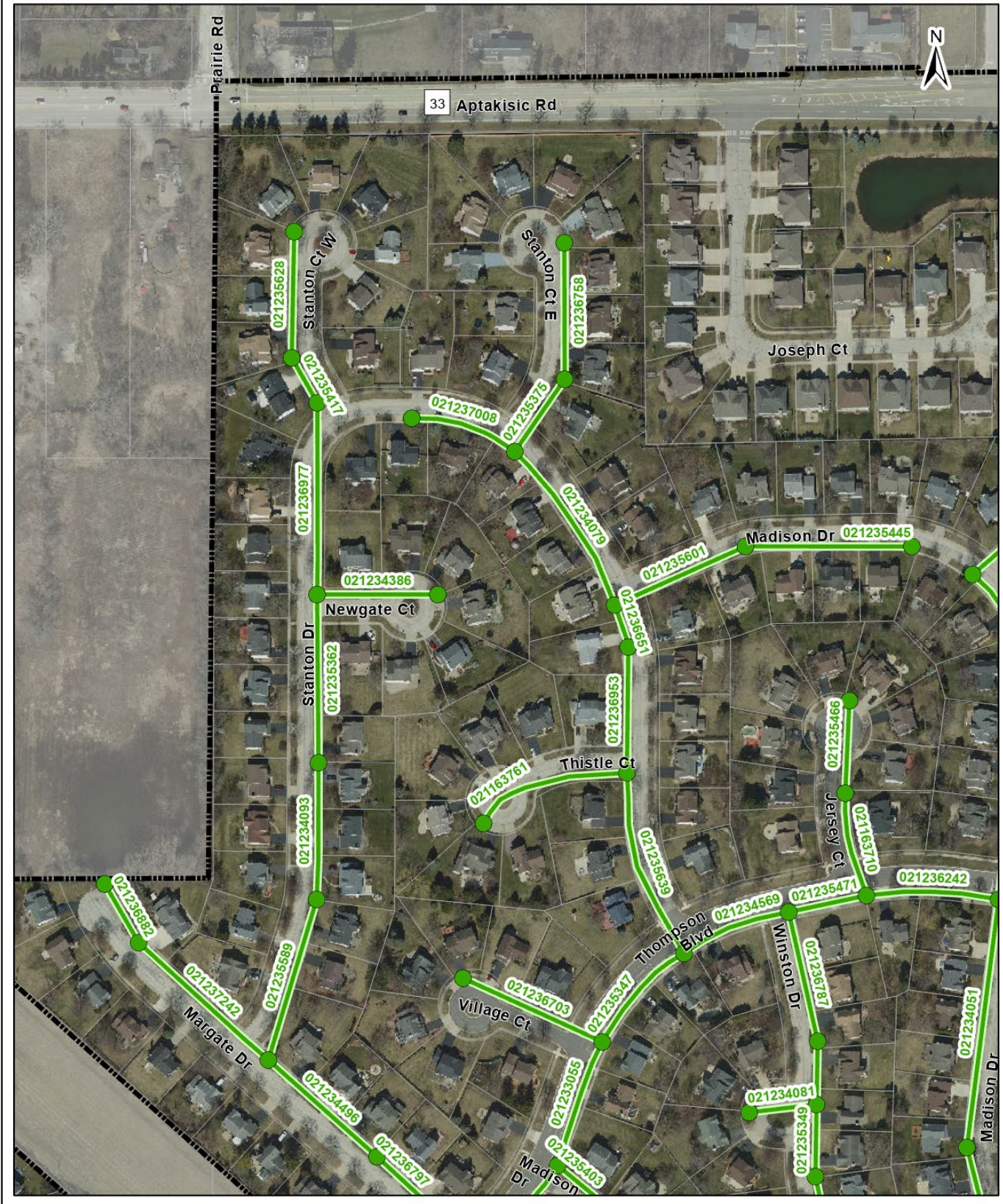


Village of Buffalo Grove - Sanitary Sewer Televising 2025

Sanitary Sewer Televising Bid Map 1

GIS Consortium

Date: 11/12/2024



GIS
Consortium

This aerial map of Lincolnshire, Illinois, displays a proposed green utility route. The route is marked with green lines and numbered green dots. It begins near Joseph Ct and Pet Ln, runs east on Madison Ct N, then south on Quaker Hollow Ct N, and continues south on Quaker Hollow Ct S. The route crosses Thompson Blvd and Madison Dr. Surrounding streets include Aptakisic Rd, Welland Rd, Old Welland Rd, N Roadway Ln, Bond St, and Abbott Ct. A dashed black line outlines a large industrial area. A north arrow is located in the top right corner.



Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 3

GIS Consortium

Date: 11/12/2024

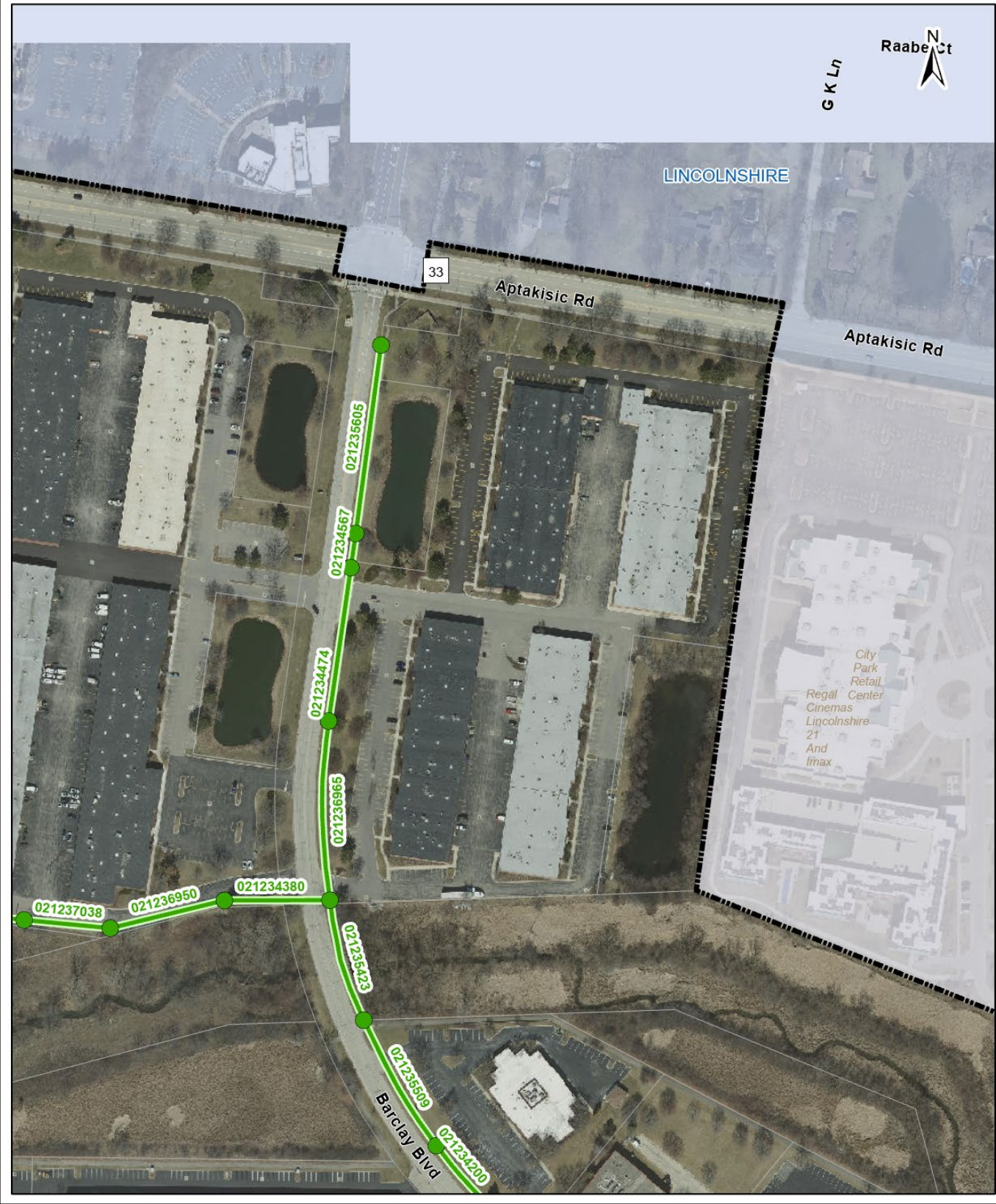




Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 4

GIS Consortium

Date: 11/12/2024



GIS
Consortium

This aerial map displays a residential neighborhood with a network of green utility lines. The streets shown include Stanton Dr, Margate Dr, Village Ct, Newfield Dr, Copperwood Dr, Thompson Blvd, Devonwood Ct, Lawn Ct, Highland Grove Dr, Fabish Dr, Wellington Ct N, Wellington Ct S, and Gobbler Ln. A large body of water is visible in the bottom left. A north arrow is in the top right corner.

GIS
Consortium

This aerial map displays a network of green lines connecting various parcels, each labeled with a unique number. The area includes residential streets like Thompson Blvd, Quaker Hollow Ct N, and Quaker Hollow Ct S, as well as commercial buildings and a church labeled 'Congregation Beth Am'. A north arrow is in the top right corner.

Parcel numbers visible on the map include:

- 021163710
- 021235471
- 021236242
- 021234632
- 021236661
- 021234328
- 021234320
- 021235483
- 021234131
- 021234653
- 021234131
- 021235372
- 021233983
- 021234416
- 021232962
- 021235360
- 021234872
- 021234081
- 021235349
- 021236187
- 021234163
- 021235419
- 021236264
- 021234032
- 021236799
- 021163753
- 021234170

Streets and landmarks labeled include:

- Jersey Ct
- Thompson Blvd
- Quaker Hollow Ct N
- Quaker Hollow Ct S
- Abbott Ct
- Winston Dr
- Madison Dr
- Madison Ct S
- Weiland Rd
- Congregation Beth Am



Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 7

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 8

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 9

GIS Consortium

Date: 11/12/2024



GIS
Consortium

This aerial map displays a residential neighborhood with a proposed utility route highlighted by green lines and green dots. The route starts near the top left, passes through several residential streets, and ends near the bottom right. The streets shown include Lawn Ct, Highland Grove Dr, Fabish Dr, Wellington Ct N, Wellington Ct S, Clearview Ct, Churchill Ct, Cobble Ln, Russellwood Ct, Deerfield Pkwy, Sandhurst Ct, White Branch Ct, E Canterbury Ln, Cumberland Ln, Cumberland Ct, Fabish Ct, and Madison Ct S. The green line route is marked with the following parcel numbers: 021233365, 021234144, 021233701, 021233558, 021233128, 021236847, 021237317, 021233290, 021233289, 021233135, 021233049, 021233691, 021163612, 021235727, 021233017, 021234788, 021234738, 021234848, 021163605, and 021233452. A north arrow is located in the top right corner.

GIS
Consortium

[illegible]



Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 12

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 13

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 14

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 15

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 16

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 17

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Bid Map 18

GIS Consortium

Date: 11/12/2024



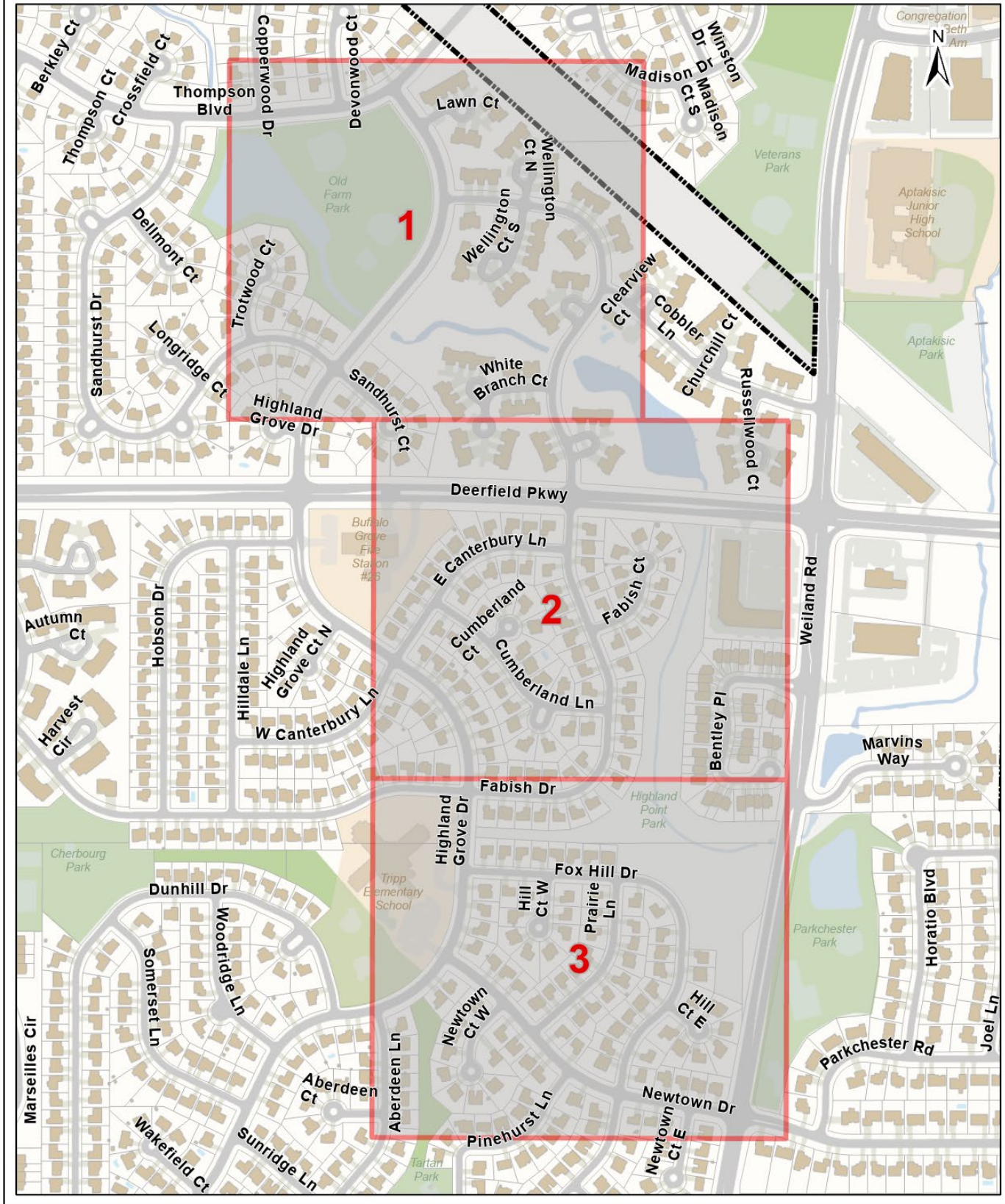
APPENDIX E
SEWER TELEVISIONING ALTERNATE 1 MAPS



Village of Buffalo Grove
Sanitary Sewer Televisioning 2025 - Alternative 1

GIS Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Alternative 1 Map 1

GIS Consortium

Date: 11/12/2024

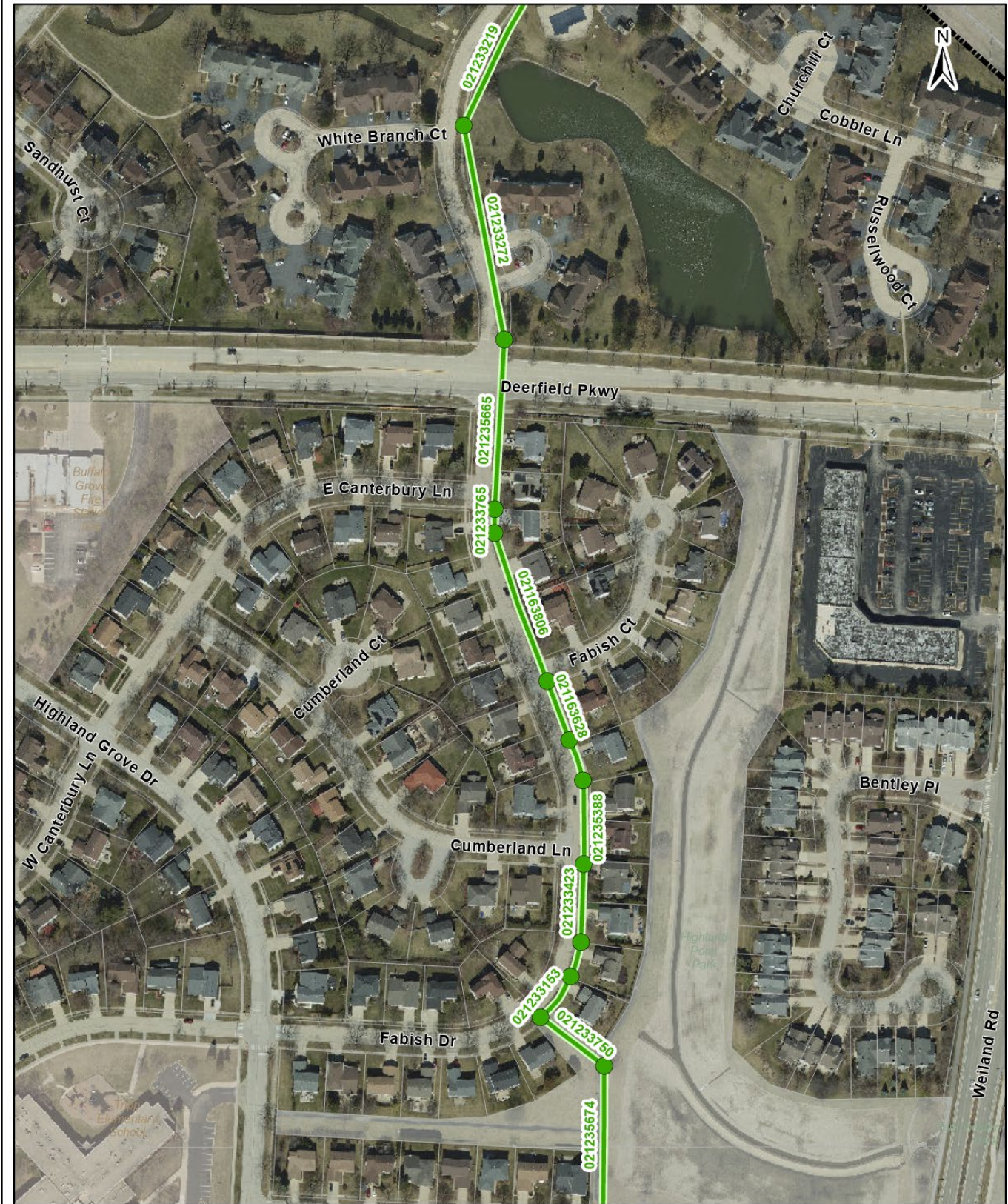




Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Alternative 1 Map 2

GIS Consortium

Date: 11/12/2024

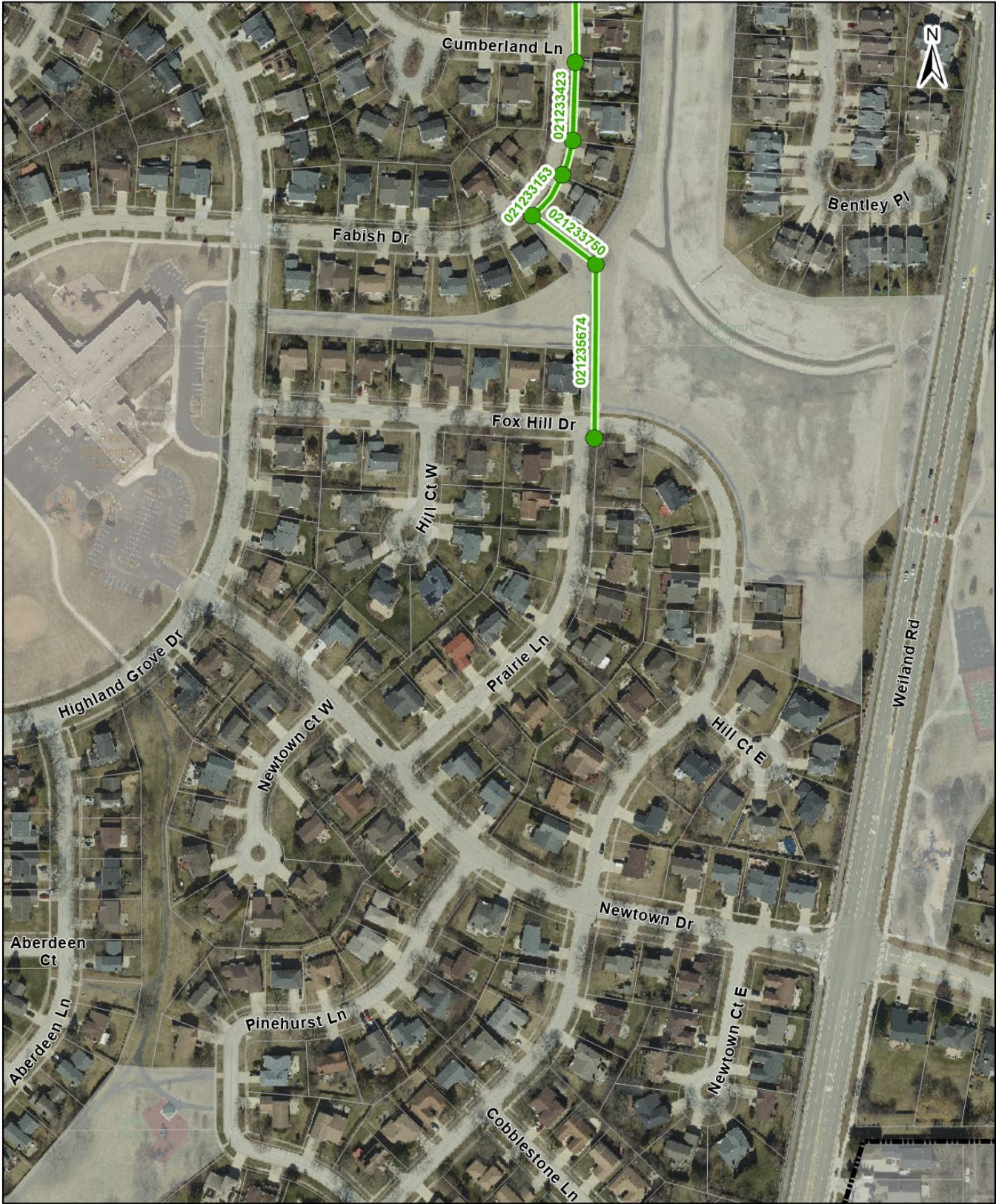




Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Alternative 1 Map 3

GIS Consortium

Date: 11/12/2024



APPENDIX F

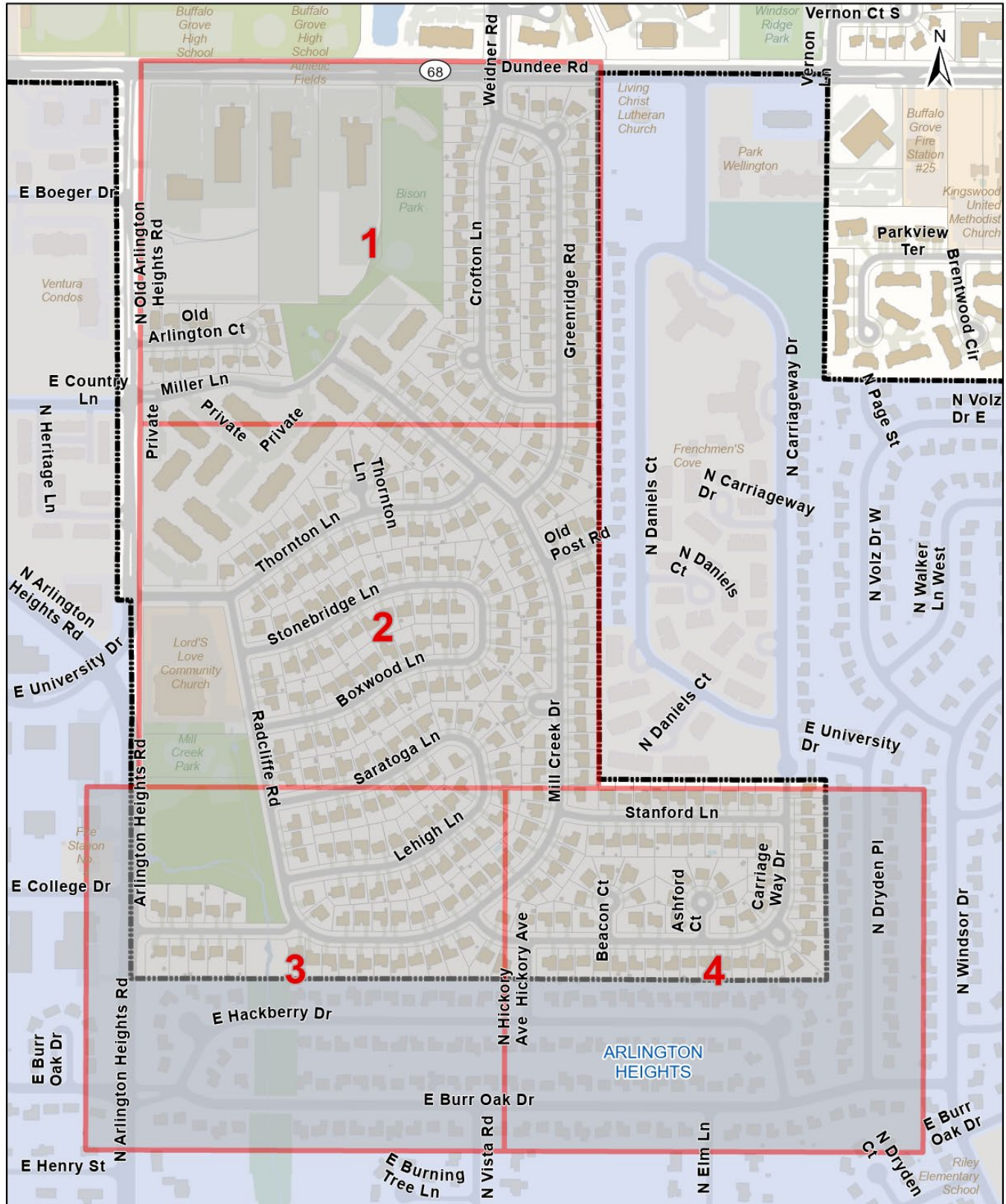
SEWER TELEVISIONING ALTERNATE 2 MAPS



Village of Buffalo Grove
Sanitary Sewer Televising 2025 - Alternative 2

GIS
Consortium

Date: 11/12/2024





Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Alternative 2 Map 1

GIS Consortium

Date: 11/12/2024



Sanitary Sewer Televising Alternative 2 Map 2

GIS
Consortium

Date: 11/12/2024

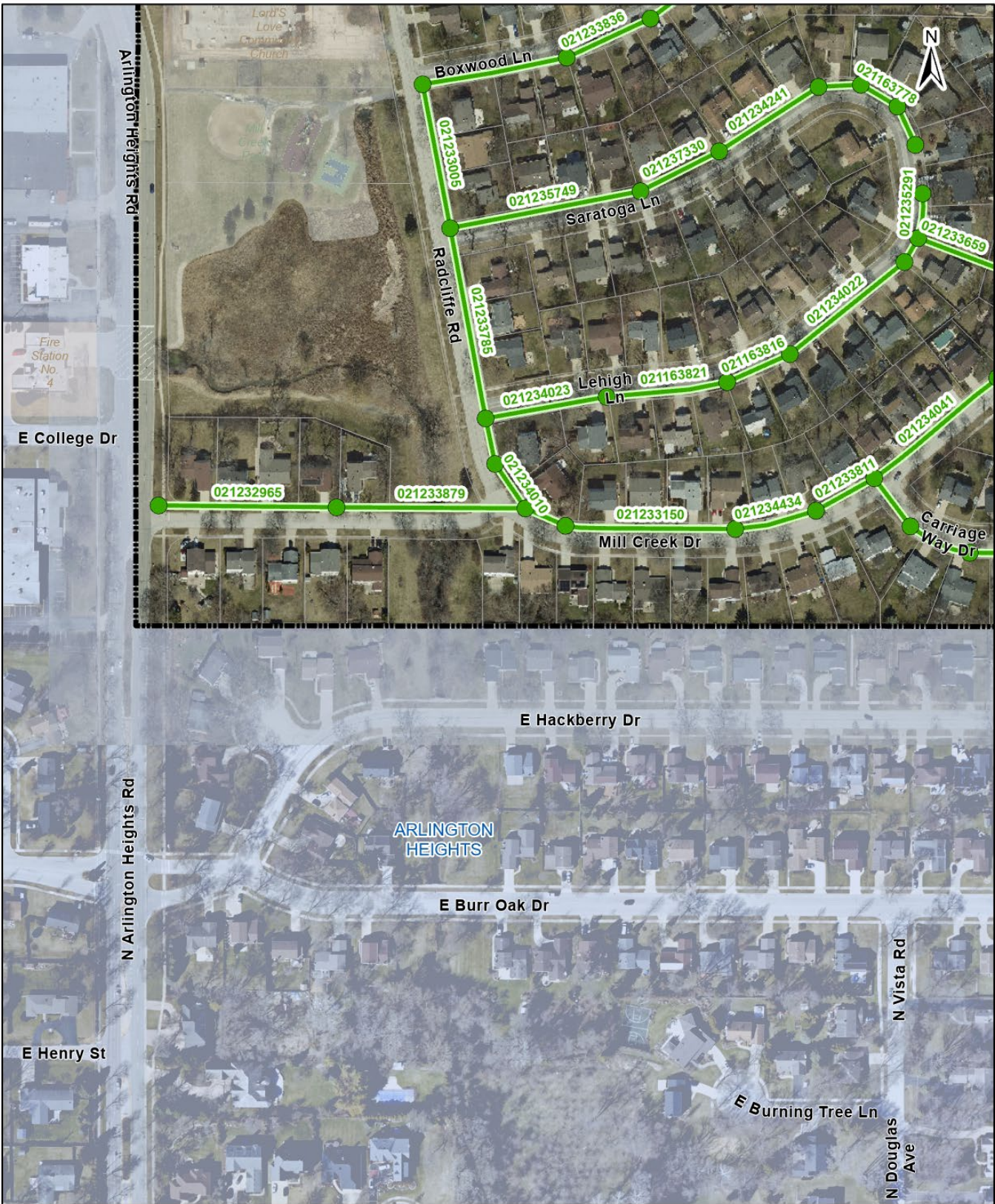




Village of Buffalo Grove - Sanitary Sewer Televising 2025
Sanitary Sewer Televising Alternative 2 Map 3

GIS Consortium

Date: 11/12/2024



Sanitary Sewer Televising Alternative 2 Map 4

GIS
Consortium

Date: 11/12/2024



CONTRACT EXHIBIT B- SCHEDULE OF PRICES
[Insert Schedule of Prices]

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the "Contract Statement") has been executed by the below supplier, contractor or vendor (collectively the "Contractor") in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

_____.

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this 19th day of December, 2024.

National Power Rodding Corp.

Print Name of Contractor

Signature

William T. Kreidler, President

Print Title

Given under my hand and official seal, this 19th day of December, 2024.

Amanda M Camarena
Notary Public



EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder:

National Power Rodding Corp.

Address of Bidder:

2500 W Arthington St.

City Chicago State IL Zip 60612

Telephone 312-666-7700

Email Address: office@nationalpowerrodding.com

The Bidder declares, represents, and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Bid. In particular, the Bidder declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, and building codes. Bidder waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Prices a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance and Payment Bond required by the Contract, and (iii) provide all insurance required under the Contract within fifteen (15) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

BID SECURITY

Accompanying this Bid is a bid bond

in the amount of ten percent of total bid Dollars

(\$ 10%).

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least **ten percent (10%)** of the Total Base Bid.

EXHIBIT B - SCHEDULE OF PRICES (cont.)

Item	Item Description	Estimated Quantities	Unit Price	Extended Price
BASE BID				
1.	Traffic Control and Protection	1 Lump Sum	\$ 5,000.00	\$ 5,000.00
2.	CCTV Inspection of Sanitary Sewers (8" to 21")	48,648 Linear Feet	\$ 1.55	\$ 75,404.40
3.	Heavy Cleaning	Price Per Linear Foot	\$ 10.00	
4.	Emergency Response	Price Per Crew Hour	\$ 600.00	
TOTAL BASE BID				\$ 80,404.40
ALTERNATE BID 1				
A1-1.	Traffic Control and Protection	1 Lump Sum	\$ 2,500.00	\$ 2,500.00
A1-2.	CCTV Inspection of Sanitary Sewers (27"-33")	4,240 Linear Feet	\$ 1.55	\$ 6,572.00
A1-3.	Heavy Cleaning	Price Per Linear Foot	\$ 15.00	
A1-4.	Emergency Response	Price Per Crew Hour	\$ 750.00	
TOTAL ALTERNATE BID 1				\$ 9,072.00
ALTERNATE BID 2				
A2-1.	Traffic Control and Protection	1 Lump Sum	\$ 2,500.00	\$ 2,500.00
A2-2.	CCTV Inspection of Sanitary Sewers (8" to 10")	16,728 Linear Feet	\$ 1.55	\$ 25,928.40
A2-3.	Heavy Cleaning	Price Per Linear Foot	\$ 10.00	
A2-4.	Emergency Response	Price Per Crew Hour	\$ 750.00	
TOTAL ALTERNATE BID 2				\$ 28,428.80

Plus an owner's contingency of 10% of the total bid

EXTENSION

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area or 3% whichever is less., for the possibility of three (3) one year contract extensions to be mutually agreed upon annually. (please initial)?

Yes No

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. <u>N/A</u>	<u></u>
2. <u></u>	<u></u>
3. <u></u>	<u></u>
4. <u></u>	<u></u>

ACKNOWLEDGEMENT OF ADDENDA

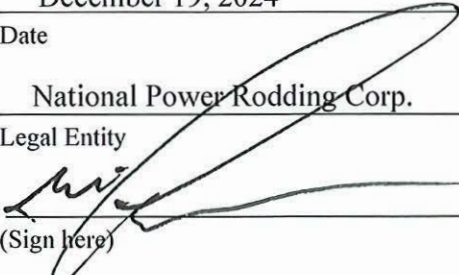
Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

December 19, 2024
Date

National Power Rodding Corp.
Legal Entity


(Sign here)

William T. Kreidler, President
(Print Name)

312-666-7700
Phone

office@nationalpowerrodding.com
E-mail

EXHIBIT C – REFERENCE LIST

Contact Name: *** SEE ATTACHED ***
Municipality/Business: _____
Dates Employed: _____ to _____
Phone Number and E-mail address: _____

Contact Name: _____
Municipality/Business: _____
Dates Employed: _____ to _____
Phone Number and E-mail address: _____

Contact Name: _____
Municipality/Business: _____
Dates Employed: _____ to _____
Phone Number and E-mail address: _____

Contact Name: _____
Municipality/Business: _____
Dates Employed: _____ to _____
Phone Number and E-mail address: _____



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612
p: (312) 666-7700
f: (312) 666-0748
www.nationalpowerrodding.com

REFERENCES

1. **City of Joliet**
Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov)
150 W. Jefferson St.
Joliet, IL 60432
2023 Sanitary Sewer Cleaning and Televising Inspection Program
Contract No. 2718-0523

\$717,260.25
02/2023
Completed
2. **Metropolitan Water Reclamation District**
Frederick Wu, 312-751-4025, (WuF@mwrdr.org)
100 E. Erie
Chicago, IL 60611
Underground Infrastructure Cleaning at Various Locations
Contract #23-653-11

\$2,250,000.00
03/2023-
Present
3. **Metropolitan Water Reclamation District**
Frederick Wu, 312-751-4025, (WuF@mwrdr.org)
100 E. Erie
Chicago, IL 60611
Television Inspection and Recording of Sewers and Manholes
Contract #22-875-1S

\$7,525,000.00
11/2023-
Present
4. **Metropolitan Council Environmental Services**
Jennifer Adams, 651-302-8327 (Jennifer.Adams@metc.state.mn.us)
2500 Childs Rd.
St. Paul, MN 55106
Riverview Siphon Cleaning Project No. 808883

\$2,762,480.00
10/2023
5. **Greater Peoria Sanitary District**
Emily Ambroso, P.E., 309-637-3511 (eambroso@gpsd.org)
2322 S. Darst St.
Peoria, IL 61607
Cleaning and inspection of GPSD Sewer Project 7: Riverfront Interceptor

\$1,485,968.00
Completed
10/2022
6. **City of Aurora**
44 East Downer Place
Aurora, IL 60507
2023 Sanitary & Storm Sewer Televising Contract

\$274,864.75
Completed
02/2022
7. **Village of Streamwood**
301 E Irving Park Road
Streamwood, IL 60103
Sewer Cleaning, Televising & Sealing 2022

\$475,600.00
Completed
01/2023
8. **City of East Chicago**
Shawn H. Strange, P.E. 317-216-7705 (ssstrange@firstgroupengineering.com)
5925 Lakeside Blvd.
Indianapolis, IN 46278
2022 Roxanna Neighborhood Sanitary & Storm Study Pipelining

\$5,090,248.25
Completed
01/2023



REFERENCES

- | | | |
|-----|---|---|
| 9. | <i>City of Champaign</i>
702 Edgebrook Drive
Champaign, IL 61820
2022 Storm Sewer Cleaning and Televising | \$421,000.00
06/2022 |
| 10. | <i>Buena Vista Charter Township</i>
1160 S. Outer Dr.
Saginaw, MI 48601
Cleaning and Televising of Sanitary Sewer Utilities | \$380,000.00
Completed
05/2022 |
| 11. | <i>City of Wausau</i>
Diane L. Thoune, P.E., 715-845-1333 (Diane.Thoune@clarkdietz.com)
407 Grant St.
Wausau, WI 54403
Industrial Park Force Main Rehab - Clean & TV 14" Force Main | \$350,000.00
Completed
04/2022 |
| 12. | <i>Village of McCook</i>
Thomas R. Brandstedt, 630-887-8640 (tbrandstedt@novotnyengineering.com)
5000 Glencoe Ave.
McCook, IL 60525
Sanitary Sewer Cleaning, Televising and Smoke Testing | \$70,000.00
Completed
01/2022 |
| 13. | <i>City of East Chicago</i>
Shawn H. Strange, P.E. 317-216-7705 (ssstrange@firstgroupengineering.com)
5925 Lakeside Blvd.
Indianapolis, IN 46278
2021 Roxanna Neighborhood Storm Study Pipelining | \$2,678,152.75
Completed
01/2022 |
| 14. | <i>North Shore Water Reclamation District</i>
Greg Grenyo (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Lake Forest Forcemain and Sewer (F7) Inspection | \$75,000.00
Completed
12/2021 |
| 15. | <i>City of East Chicago</i>
Anthony Kennig, 219-836-5884, Ext. 205 (akennig@dlz.com)
c/o DLZ Engineering
900 Ridge Rd., Suite L
Munster, IN 46321
Indianapolis Blvd. Sewer Investigation | \$280,000.00
Completed
12/2021 |
| 16. | <i>Village of Hinsdale</i>
Mark Pelkowski, 630-789-7058 (mpelkowski@villageofhinsdale.org)
19 E. Chicago Ave.
Hinsdale, IL 60521
Sewer Cleaning, Televising & Root Cutting, Bid #1680 | \$45,000.00
Completed
12/2021 |



REFERENCES

17. **Village of LaGrange** **\$20,000.00**
Timothy Carter, 630-352-8751 (tcarter@baxterwoodman.com)
c/o Baxter & Woodman
8678 Ridgefield Rd.
Crystal Lake, IL 60012
2021 Sewer Cleaning & Televising Project, 2021-009
Completed
12/2021
18. **Village of Machesney Park** **\$130,000.00**
Christopher Dopkins, 815-636-9590 (cdopkins@mcmgrp.net)
c/o McMahon Group
1700 Hutchins Dr.
Machesney Park, IL 61115
Harlem Road Improvements – Storm Sewer Clean & Televis
Completed
11/2021
19. **Kimberly Heights Sanitary District** **\$260,000.00**
Greg Kamplain, 815-412-2016 (GKamplain@reltd.com)
C/O Robinson Engineering
10045 W. Lincoln Hwy
Frankfort, IL 60423
North Basin Lateral Grouting (21-R0400)
Completed
10/2021
20. **Village of Lombard** **\$65,000.00**
Ray Schwab, 630-620-5979 (schwabR@villageoflombard.org)
225 E Wilson Ave.
Lombard, IL 60148
Sanitary Sewer CCTV Inspection and Cleaning, Project PROG 50 (FY21)
Completed
08/2021
21. **City of Cedar Rapids** **\$787,967.34**
David C. Stender Cell: 331-201-1492 (D.Stender@cedar-rapids.org)
Water Administration Building
1111 Shaver Rd NE,
Cedar Rapids, IA 52402
Anaerobic Sewer Inspection
Cleaning, Televising and Sonar of 22,000 LF of 18"-36" Anaerobic Sewer Main
Completed
08/2020
22. **City of Pueblo, CO** **\$2,448,260.00**
Chris Bratnick, (719) 553-2891; (cbratnick@pueblo.us)
1300 S Queens Ave
Pueblo, CO 81001
Large Main Cleaning – 20-018 (WWAN02)
Cleaning, Televising and Sonar of 7,924 LF of 48"-60" Sewer Lines
Completed
09/2020
23. **MHC Rainbow Lake LLC** **\$50,000.00**
C/O Nielsen Madsen & Barber, SC
1458 Horizon Blvd., Suite 200
Racine, WI 53406
Steven Houte
Email: shoute@nmbasc.net, Phone: 262-664-4602
Rainbow Lake Manor 2019 Sanitary Sewer Rehabilitation Project
Testing and Sealing/Grouting of Service Connections
04/2020



NATIONAL POWER RODDING

A Carylton Company

REFERENCES

24. *North Shore Water Reclamation District* **\$1,750,000**
9/2019
Greg Grenyo, 847-623-6060 (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Chemical Sealing
25. *North Shore Water Reclamation District* **\$558,800**
9/2019
Greg Grenyo, 847-623-2460 (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Spot Lining
26. *City of Joliet* **\$2,146,900**
10/2019
Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov)
150 W. Jefferson St.
Joliet, IL 60432
West River Wall Sewer Cleaning Project
27. *City of Pueblo* **\$870,690**
10/2019
Sonia Mondragon, P.E., 719-553-2890 (smondragon@pueblo.us)
1300 S. Queens Ave.
Pueblo, CO 81001
FY2019 Service Lateral Connection Grouting, Project #19-009 (WW1503)
28. *Metropolitan Water Reclamation District* **\$1,945,000**
11/2017 -
Present
Frederick Wu, 312-751-4025, (WuF@mwrd.org)
100 E. Erie
Chicago, IL 60611
Television Inspection and Recording of Sewer and Manholes
Contract #13-806-2S
29. *Illinois State Toll Highway Authority* **\$1,050,000**
Completed
8/2018
c/o SE3, LLC
Daniel Johnson, 630-641-9900 (djohnson@se3.us)
3041 Woodcreek Dr., Suite 211
Downers Grove, IL 60515
Clean and Televis Drainage System, Contract #RR-18-4384
30. *Illinois State Toll Highway Authority* **\$1,093,000**
Completed
7/2018
c/o Globetrotters Engineering Corporation
Ahmad Safi, PE, 312-907-2591 (ahmad.safi@gec-group.com)
300 S. Wacker
Chicago, IL 60606
Clean and Televis Drainage System, Contract #RR-18-4376
31. *Illinois State Toll Highway Authority* **\$1,265,000**
Completed
10/2018
c/o Interra, Inc.
Rupen Shah, 708-674-1923 (rshah@interraservices.com)
600 Territorial Dr.
Bolingbrook, IL 60462
Clean and Televis Drainage System, Contract #RR-18-4406

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

National Power Rodding Corp.
2500 W. Arthington Street
Chicago, IL 60612

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

Village of Buffalo Grove
1650 Leider Lane
Buffalor Grove, IL 60089

BOND AMOUNT: ten percent of total bid (10%)

PROJECT:

(Name, location or address, and Principal number, if any)

Sewer Televising 2025

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

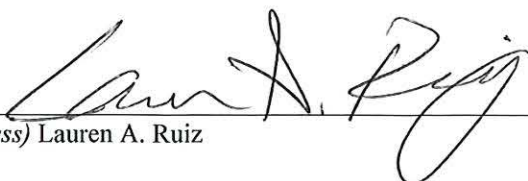
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 19th day of December 2024



(Witness) Reid W. Ruprecht, Vice President



(Witness) Lauren A. Ruiz

National Power Rodding Corp.

(Principal)



(Seal)

(Title) William T. Kreidler, President

Travelers Casualty and Surety Company of America

(Surety)



(Seal)

(Title) Peter S. Forker, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

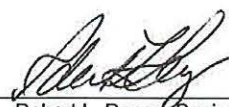
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

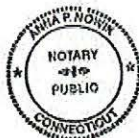
City of Hartford ss.

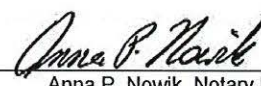
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

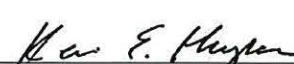
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **December**, 2024




Kevin E. Hughes, Assistant Secretary

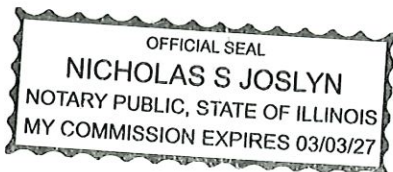
**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 19th day of December, 2024, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Illinois
County of Cook

CONTRACT EXHIBIT C – PERFORMANCE BOND
FORM OF PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Sewer Televising 2025 contract between Principal and the Village dated __day of ____, 20 __, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And 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 the Work thereunder shall in any way 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.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ____day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST

ATTEST

By: _____

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 Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____

for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____)

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS *

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) _____ OF _____

(COMPANY NAME) _____ WHO IS THE

CONTRACTOR FURNISHING _____ WORK ON THE BUILDING

LOCATED AT _____

OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____.

\$_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of

parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for

specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, as the same may be determined by the Board of Directors of the Corporation.

that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR.	CONTRACT PRICE INCLD'G EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

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

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.**

NOTARY PUBLIC

CONTRACT EXHIBIT E – FINAL LIEN WAIVER

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses
of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub
contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to
become due to each, and that the items mentioned include all labor and material required to complete said work according to
plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

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

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 9.c. O-2025-8

Ordinance Authorizing a Contract with Visu-Sewer for the 2025 Sewer Lining Project

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance authorizing the execution of a Contract with Visu-Sewer of Illinois, LLC. for the 2025 Sewer Lining Project, pending final review by the Village Attorney.

Summary

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Visu-Sewer of Illinois, LLC (Visu-Sewer) for the 2025 Sewer Lining Project in an amount not to exceed \$186,030.13, which includes a 10% Village controlled contingency, pending final review and approval by the Village Attorney.

BACKGROUND

The 2025 Sewer Lining Project was advertised for bids and opened on December 19th, 2024. The Village received six bids at that time. The lowest, qualified bid was in the amount of \$169,118.30 from Visu-Sewer of Illinois, LLC. A contingency of 10% is requested with this award bringing the total contract amount to \$186,030.13. The project includes cleaning, televising and lining of sanitary sewers in Cook County which generally overlaps with the 2024 White Pine Street & Utility Project area.

This project has been budgeted \$200,000 in Water/Sewer funds for 2025. Attached is a copy of the Tabulation of Bids for the project indicating the lowest, total qualified bid of \$169,118.30 from Visu-Sewer of Illinois, LLC.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Ordinance - Visu-Sewer Award
2. Final BIDTAB Sewer Lining 2025
3. Sewer Lining Contract 2025





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A CONSTRUCTION
CONTRACT WITH VISU-SEWER OF ILLINOIS, LLC.
FOR THE 2025 SEWER LINING PROJECT

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to enter into a contract with Visu-Sewer of Illinois, LLC. for the 2025 Sewer Lining Project,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to contract with Visu-Sewer of Illinois, LLC. for the 2025 Sewer Lining Project at a price not to exceed \$186,030.13, pending attorney review.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Sewer Lining 2025

Tabulation

Bid Opening: December 19, 2024 9:00AM

	Hoerr Construction, Inc. 1416 County Rd 200 N Goodfield, IL 61742 info@hoerr.com	Innovative Underground 217 W. John St. Plano, IL 60560 R.Hanker777@gmail.com	National Power Rodding Corp 2500 W. Arthington Street Chicago, IL 60612 office@nationalpowerrodding.com	Insituform Technologies USA, LLC 580 Goddard Avenue Chesterfield, MO 63005 psordillo@aegion.com	Visu-Sewer of Illinois, LLC 9014 S. Thomas Ave. Bridgeview, IL 60455 visu-info@visu-sewer.com	Inliner Solutions, LLC 5031 W. 66th Street Bedford Park, IL 60638 jim.oban@puriscorp.com
Bid Bond:	Yes	Yes	Yes	Yes	Yes	Yes
Signed Bid Form:	Yes	Yes	Yes	Yes	Yes	Yes
Signed Public Contract Statements:	Yes	Yes	Yes	Yes	Yes	Yes
Contract Extension Option Accepted	Yes (with comments)	Yes	Yes	Yes	Yes	Yes
Comments	Dependant on shot length & particulars					
Addendum Receipt Acknowledgement:	Yes	Yes	Yes	Yes	Yes	Yes
Contract Modifications Requested	Yes (Extension & Public Contract Statement Language)	No	No	No	No	No
Base Bid						
Traffic Control						
Lump Sum	\$500.00	\$2,500.00	\$5,000.00	\$1,605.00	\$500.00	\$6,500.00
8" Cured-In-Place Pipe						
2,602 Feet	\$105,381.00	\$108,633.50	\$88,468.00	\$102,909.10	\$97,965.30	\$130,100.00
8" End Seals						
28 Each	\$5,320.00	\$4,620.00	\$4,200.00	\$5,320.00	\$4,900.00	\$6,160.00
10" Cured-In-Place Pipe						
1572 Feet	\$66,810.00	\$69,246.60	\$56,592.00	\$56,764.92	\$59,343.00	\$92,748.00
10" End Seals						
16 Each	\$3,440.00	\$2,960.00	\$2,400.00	\$2,480.00	\$2,960.00	\$3,840.00
Reinstatement of Service Laterals						
110 Each	\$12,100.00	\$8,250.00	\$19,250.00	\$8,250.00	\$2,750.00	\$22,000.00
Protruding Tap Removal						
4 Each	\$1,600.00	\$300.00	\$600.00	\$600.00	\$700.00	\$3,000.00
Total Base Bid	\$195,151.00	\$196,510.10	\$176,510.00	\$177,929.02	\$169,118.30	\$264,348.00

SEWER LINING 2025 CONTRACT

Sewer Lining 2025 Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Visu-Sewer of Illinois, LLC an (hereinafter the “**Contractor**”) on this 6th day of January, 2025 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of Work
Contract Exhibit B – Schedule of Prices
Contract Exhibit C – Performance Bond
Contract Exhibit D – Partial Lien Waiver
Contract Exhibit E – Final Lien Waiver

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his

final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before July 11, 2025.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Seven Hundred Fifty dollars (\$750) per calendar day for each day past the Contract Time until final acceptance by the Village as liquidated damages and not as a penalty.

Extension: The Village will enter into a contract for one (1) year with three (3) possible one (1) year extensions. Written requests for price revisions after the first-year contract period shall be submitted at least thirty (30) calendar days prior to when the contract was executed. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Contract and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 12-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 3% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Contract.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be affected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance bond in substantially the same form as on **Contract Exhibit C** (the “**Performance Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any

damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: **ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13**

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non- contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
mskibbe@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc: Tcwisniewski@vbg.org

IF TO THE CONTRACTOR: _____

ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until

the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Police Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Police Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Police Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Police Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materials’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days’ Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker’s name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

Current rates can be located on the Illinois Department of Labor website.

A. <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- J. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- K. COUNTERPARTS.** This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

[Insert Description of Work]

DESCRIPTION OF WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

Work consists sanitary sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary pipes by the Inversion and Curing of a Resin Impregnated Tube process and all related and ancillary work. The work contained on this project is located within easements or right-of-ways within the Village. This work shall include preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection logs.

Care shall be taken when working at all locations. Contractor shall provide all traffic control and signs and barricades to protect their work sites at all times. All sites shall be kept clean with no disturbance caused to the surrounding private property areas.

The Contractor shall provide a project schedule taking into account weather conditions to minimize disruption of service to residents. Work under this contract will require coordination with other construction projects occurring in the same locations. This may require the Contractor to work on the weekends. ay require the Contractor to work on the weekends.

BID SPECIFICATIONS

1. MATERIALS & SERVICES TO BE PROVIDED BY THE VILLAGE

A. Water and Water Meter

The Village shall furnish water for sewer cleaning at no cost to the contractor. Water shall be obtained only from hydrants designated by the Village Director of Public Works or his designee and only through a meter obtained from the Village. There is a refundable deposit required for each meter. Water is also available at the Public Service Center for no charge, 51 Raupp Boulevard, Buffalo Grove, IL 60089. Whenever the proposed work is within the vicinity of this hydrant, the contractor shall obtain water from this hydrant only as determined by the Director of Public Works or his designee.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Village Public Works Director or his designee at the end of each week in which work occurs. The water meter shall only be used for the Village’s projects and shall not be used by the contractor for outside work.

All fire hydrants shall remain available for use by emergency services in the event of a fire and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break or RPZ backflow device is provided when obtaining water from Village hydrants.

Care must be taken to turn the hydrants on and off slowly so as not to damage the water system. Field use may be revoked if contractor does not follow this guideline. Any notice of damaged or faulty hydrants must be reported to the Department of Public Works.

B. Sewer Atlases

The Village shall furnish the contractor with one (1) 11" x 17" copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area. Atlases are also included in Appendix B of this document.

2. TECHNICAL SPECIFICATIONS

A. Design for Minimum CIPP Liner Thickness

Product, Manufacturer / Installer Qualification Requirements:

Since sewer products are intended to have a 50-year design life, and to minimize the Village's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

Products and Installers seeking approval must meet all the following criteria to be deemed commercially acceptable:

- i. For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the "Owner" to assure commercial viability.
- ii. For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the bid documents, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Contractor must have successfully installed at least 200,000 feet of the product bid in wastewater collection systems. **Acceptable documentation of these minimum installations must be submitted with the bid.**
- iii. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. Test samples shall be prepared to simulate installation methods and trauma of the product. No product will be approved without independent third-party testing verification.
- iv. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.
- v. Using steam to cure liners larger than 18-inch diameter will require prior approval by the Village. References must be provided to demonstrate the contractor's ability to successfully install the liners using this method.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The

Village will advise of acceptance or rejection a minimum of three days prior to the due date. All required submittals must be satisfactory to the Village.

B. Materials

- i. Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Additional requirements for the Tube include:
 - a. The wet-out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
 - b. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance shall be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 - c. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
 - d. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - e. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 - f. Seams in the Tube shall be stronger than the non-seamed felt material.
 - g. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol.

The tubes must be manufactured in the USA.
- ii. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators, or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

C. Structural Requirements

- i. The CIPP shall be designed as per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall. The liner should be designed using 5% ovality and groundwater level at the surface.
- ii. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a

performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM 0790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

- iii. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Owner.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly, or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

The following are the minimum nominal required CIPP (resin liner) thicknesses:

- iv. Existing sanitary and storm sewer pipe diameter six (6), eight (8), nine (9), ten (10) and (12) inch pipe- minimum nominal liner thickness six (6.0) millimeter.
- v. Existing sanitary and storm sewer pipe diameter fifteen (15) inch to eighteen (18) inch pipe- minimum nominal liner thickness seven and one half (7 .5) millimeter.
- vi. Existing sanitary sewer pipe diameter twenty-four (24) inch - minimum nominal liner thickness ten and one half (10.5) millimeter.

The Contractor shall calculate and verify the above referenced liner thickness requirements based on the fully deteriorated host pipe condition with a safety factor of two (2) as indicated in ASTM F 1216 design considerations. The existing pipe shall not be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design equation E_L . Actual values of pipe ovality and depth shall be used whenever possible. If ovality cannot be obtained, the minimum ovality of the host pipe shall be 5 percent. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.

Only if the calculated liner thickness exceeds the above referenced requirements the Contractor shall notify the Village and a determination shall be made as to which liner thickness shall control.

D. Testing Requirements

- i. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for

actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

- ii. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- iii. CIPP Field Samples - When requested by the respective Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications. Samples for this project shall be made and tested as Follows:

CIPP samples shall be prepared for each installation designated by the Owner or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM, using either sampling method proposed. The flexural properties must meet or exceed the values listed in Table 1 of ASTM F1216 or the values submitted to the Owner by the Contractor for this project's CIPP wall design, whichever is greater.

E. End Seals

End Seals will be LMK's Insignia™ Hydrophilic End Seal Sleeve or approved equal. Installation will be in accordance with manufacturer methods.

F. Required Submittals

Submit to the Village for approval product data and catalogue cuts for all materials used in the installation of the CIPP, prior to ordering of material. Submittals shall contain:

- i. Date of submittal and dates of previous submittals.
- ii. Project title and number.
- iii. Contract identification.
- iv. Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
- v. Identification of product, with identification numbers, and drawing and specification section numbers.
- vi. Field dimensions clearly identified.
- vii. Identify details required on drawings and in specifications.
- viii. Show manufacturer and model number, give dimensions, and provide clearances.
- ix. Relation to adjacent or critical features of work or materials.
- x. Applicable standards, such as ASTM or Federal Specification numbers.
- xi. Identification of deviations from Contract Documents.

- xii. Identification of revisions on resubmittals.
- xiii. Eight-inch by 3-inch blank space for Contractor and Owner stamps.
- xiv. Contractor's stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All the above noted submittal process is incidental to work performed.

G. Sequence of Operations

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with Village Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.

The proposed work sequence for the Contractor follows:

- i. The proposed sewer main pipe locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations, and diameters of all to be lined sewer pipes prior to ordering the appropriate materials.
- ii. Clean existing manholes and sewer lines to condition necessary for proper installation of lining material, including root cutting, removal of debris and other protruding obstructions.
- iii. Rehabilitate existing sewer systems.
- iv. Reinstate and reconnect active sewer service connections

If the Contractor proposes a different work schedule than outlined above, the Owner's written approval of the modified schedule must be obtained in advance.

H. Material Storage and Removal

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location shall be approved by the Owner.

Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite periodically (every week) or the same day if requested by the Owner. Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

I. Quality Assurance

Codes and Standards references:

- i. Illinois Department of Transportation
 - a. Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS}.
 - b. Illinois Department of Transportation. Bureau of Design. Highway Standards (ILHWSTDS).
 - c. Illinois Department of Transportation. Bureau of Local Roads.
 - d. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.
 - e. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.
- ii. Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition (SS W&S).
- iii. Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable.
- iv. ASTM Standard F 1216 "Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube" latest edition.
- v. Local municipal improvement codes.

J. Work Quality Inspection

As part of post lining testing, the Contractor may be requested by the respective Owner to open manholes for field inspection and/or "punch list" generation at no additional cost to the municipality when project is complete.

K. Existing Sewer System condition evaluation-Prior to lining work

The existing sewer main pipe condition and sewer service pipe locations have been determined from the available records. Each municipality will provide manhole to manhole lengths, pipe sizes and location maps. However, it is the Contractor's responsibility to re-inspect the condition and verify the size of the existing sewer system. The interior of the sewer pipe and service connections shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as defective (protruding) service connections collapsed or crushed pipe and reductions in ovality of more than ten (10%) percent. These conditions shall be recorded and brought to the attention of the Village so that they may be corrected prior to lining. The Owner reserves the right to review pre-lining recordings prior to lining.

All video and written documentation is to be provided in Pipeline Assessment Certification Program (PACP) format. All pre-lining inspections must be submitted to the Village for review and approval prior to liner installation. All video and written documentation is to be submitted on three (3) identically prepared rugged portable USB 2.0/3.0 hard drives with a minimum capacity of 2.0 Tb each. The costs of the hard drives are incidental to the contract.

There are specific naming and file conventions that may be used from Municipality to Municipality. The details of the specific conventions will be discussed at the pre-construction meeting.

The Contractor shall use experienced personnel trained in the use of closed-circuit television in existing sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

- i. Televising inspections shall conform to NASSCO standards
- ii. The sewer inspections shall be recorded digitally directly on the portable USB hard drive referred to in the prior paragraphs. A complete recording shall be made of each line televised. A voice recording shall be done on the hard drive.
- iii. Location of sewer lines inspected using manhole number and street addresses
- iv. Quadrant location of all leaks and cracks.
- v. Size (diameter) of sewer line televised.
- vi. Location of building service connections
- vii. The footage and manhole numbers shall appear on the screen at all times.
- viii. Television inspection logs shall be reported in the sequence as they appear on the hard drive.
- ix. The sewer televising camera shall have the capability of a rotating lens. While televising the sewer pipe, the Contractor will rotate the camera to look in the service and determine if the service is capped or active (in service). This shall also be reflected in the reports. (i.e. capped or live)
- x. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
- xi. Deep sags are to be dewatered so that proper television inspection can be performed.
- xii. Any point repairs necessary prior to lining shall either be handled by the municipality directly or shall be considered a change order.

Any deviation from the location and/or quantity indicated in bid documents shall be noted and brought to the attention of the Owner, so that the bid quantities may be adjusted prior to commencing with any sewer repair/lining work.

L. Sewer Pipe Cleaning

The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris, tree roots and other obstructions shall be removed from the existing (to be lined) sewer pipe. The Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. Debris captured and removed from the sewer system shall be transported and disposed of in a lawful manner.

Cleaning, including capture, removal, disposal of debris shall be included in the base (sewer lining) unit price, and shall be performed by the Contractor at no additional cost.

M. Sewer Flow Bypassing

Sewer flows will occur during the sewer pipe repair/lining work. It shall be the responsibility of the Contractor to plan and execute, where necessary, sewer bypass pumping operations sufficient to avoid causing sewer back-ups for each municipality residential and commercial customers and to avoid illegal discharge onto land or into waterways.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged (i.e., leaking). The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hoses need to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The pump and bypass lines shall be of adequate capacity and size to handle the sewer flow. The Contractor shall be responsible for proper scheduling of all work, taking into consideration the possibility of rapid increases in flow resulting from rainfall and other natural events, and shall be fully prepared for all adverse conditions that may arise.

Approval is required for any bypass pumping operation that goes beyond normal working hours. The contractor is responsible for maintaining the pump, and all appurtenances, including lines at all times, during a bypass operation.

The cost associated with sewer bypassing shall be considered incidental to the cost of the contract. The Contractor shall bear all costs arising from failure to anticipate bypass pumping needs, including, but not limited to the emergency stoppage of work, remobilization, removal and replacement of damaged work, emergency response by municipality personnel and compensation for damage to public and private property.

N. Corrective work

Any lining installation that fails to meet performance standards as identified herein or contains other significant defects shall be subjective to corrective action.

The Village shall notify the Contractor in writing of any work that is rejected and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the Village detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the Village has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If determined that the existing sewer service is damaged by cutting of the liner, the Village will allow the use of Performance Pipelining T-Liner process or approved equal for service restoration.

If it appears that there is no acceptable alternative for sewer repair, the Village may require the Contractor to remove all or a portion of the defective lining and install new lining in place. All expenses

for any corrective work/defective sewer repair/relining work and material shall be borne by the Contractor.

O. Prosecution and Progress

The Contractor shall complete all work as per the individual specific contracts or under this Contract within 180 calendar days of signed contract. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

P. Contractor's Use of Premises

At all times Contractor is working on property within the Village's boundaries, the Contractor shall be responsible for:

- i. Coordinating use of premises under direction of respective Owner.
- ii. Assuming full responsibility for protection and safekeeping of products under this Contract such that if any products are lost, damaged, or stolen it shall be Contractor's sole responsibility to replace the products.
- iii. Obtaining and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
- iv. Conducting operations to ensure least inconvenience to the general public, including but not limited to minimizing any traffic obstructions, noise, and offensive odors.
- v. Complying with any requirements in Appendix A for each municipality's additional input on local parking plan.

Q. Pre-construction Meeting

A pre-construction meeting with the Contractor will be held to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

- i. The Contractor's proposed construction schedule.
- ii. Name of sub-contractors (if applicable) involved in these projects.
- iii. Name of Project Manager.
- iv. Name of individual responsible for traffic control and maintenance
- v. Emergency Contact.

R. Weekly Meetings

Regular weekly meetings between the Contractor Project Manager and the Village are required. The proposed Contractor's working schedule for the next two (2) weeks shall submitted to the Village during

each meeting. If any modifications to the proposed schedule are requested by the Village, the Contractor shall adjust his proposed schedule accordingly.

S. Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve them from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the respective Owner. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Village's Forester. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Village deems it is necessary. The Contractor shall contact the Village at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

T. Safety

The Contractor shall comply with State, Local, Lake County, Metropolitan Water Reclamation District ("MWRD"), and Federal Safety and Health regulations applicable to the work being performed including Occupational Safety and Health Administration ("OSHA") approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

U. Pay Estimates

The Village will provide a spreadsheet that will list the segments and sewer pipe lengths to be lined. The contractor shall submit any changes at time of submittal of pay estimates, and two-week schedules. The spreadsheet shall include at a minimum, the following items: street name (from - to); segment (from manhole to manhole); actual length; size of pipe; unit cost; service connections reinstated; protruding taps and End Seals. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form. Pay estimates shall be submitted by the Contractor once a month.

V. Payout Procedures

The Village's payout procedure schedule will be submitted to the contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the contractor's representative and the Village's project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by the Village's staff and those numbers must be used for the current billing period. If the contractor's submitted quantities are different than those agreed to or submitted to the Village, the municipality will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Village's inspector) for payment. In no case, will the line-item invoice payment exceed the inspected and approved quantity per Village inspection requirements.

Applications for payment must be submitted on a Village approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current, and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by the Village.

Any questions pertaining to payments are to be forwarded to the Village's project manager. Contractors shall not call the Village's Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed, and no allowances will be made to hold checks for pickup.

W. Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the IDOTSPECS.

Extra work shall not be started until written authorization from the respective Owner is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

- i. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Owner.
- ii. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

X. MWRD

The MWRD Local Sewer Systems Field Office (708/588-4055) must be notified at least two days prior to commencement of work.

When access to a MWRD manhole is required the MWRD manhole opening shall be coordinated with the appropriate MWRD representative. Any MWRD manholes shall be identified at the pre-bid meeting.

Y. Public Advisory

A minimum of two weeks prior to commencing with sewer repair/lining work the Contractor shall coordinate with the Village to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Notices shall be given within 24 hours of interruption. Written notices must be approved by the Village prior to publication and must contain specific information as to when the sewer service disruption will begin and end. Notices must be given the proposed day of work if work is cancelled for any reason, as well as the proposed reschedule of shutdown.

No customer shall be deprived of sanitary sewer service for more than twelve consecutive hours unless approved by the Owner.

The Contractor shall assume responsibility for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality.

"No Parking - Police Order" are the responsibility of the Contractor. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

Z. Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission from the Village. Permission to work the day before the holiday must be granted two (2) weeks in advance of work. However, emergency work may be done with permission from Owner. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

AA. Protection of Environment

The protection of environment shall include:

- i. Contractor, in executing work, shall maintain work areas on- and off-site free from

- environmental pollution that would be in violation of any federal, state, or local regulations.
- ii. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
- iii. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material or debris therein.
- iv. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
- v. Dispose of excess excavated material and other waste material in a lawful manner.
- vi. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
- vii. Trash burning will not be permitted on construction site.
- viii. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
- ix. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
- x. Conduct operations in such a manner as to cause the least possible disruption or annoyance to residents in the vicinity of work performed, and to comply with all applicable local ordinances.
- xi. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
- xii. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
- xiii. Line storage bins and hoppers with material that will deaden sounds.
- xiv. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

BB. Clarification:

All here-in referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Dirt and Dust Control, Safety, Pre-lining and Post lining sewer evaluation, 3 USB hard drives, Corrective work, etc. are considered incidental to the contract and shall be included in the sewer lining work unit price.

3. SPECIAL PROVISIONS

A. Cured-In-Place Pipe (CIPP)

It is the Contractor's responsibility to inspect the condition of the existing sewer system after all sewer repair/lining work is complete. The Contractor shall use experienced personnel trained in the use of closed-circuit television in existing/repared sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

- i. Televising inspections shall conform to NASSCO standards and all video and written documentation is to be provided in PACP format
- ii. The sewer inspections shall be recorded digitally on the portable USB hard drive referred to on page 18. Recording playback shall be at the same speed that it was recorded. A complete recording shall be made of each line televised. A voice recording shall be done on the USB hard drive.
- iii. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
- iv. Post lining television inspection shall include rotating the lens to inspect all reinstated sewer services. Inspection of service opening shall be of the liner cutting to determine if opening is sufficient. If determined that the existing service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining T-Liner process or municipality Owner approved equal for restoration.
- v. Location of building service connections.
- vi. The footage and manhole numbers shall appear on the screen at all times.
- vii. Television Inspection logs shall be reported in the sequence as they appear on the USB hard drives.
- viii. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
- ix. Deep sags are to be dewatered so that proper television inspection can be performed.

Other incidental and measure of payment requirements to the cured-in-place pipe lining include:

- i. Mobilization and site preparation.
- ii. Existing sewer system televising and cleaning before lining process
- iii. Televising of sanitary and storm sewer to determine installed conditions.
- iv. Placement of lining material within sanitary and/or storm sewer.
- v. All manhole connections shall be watertight.
- vi. Removal and replacement of manhole frames, adjusting rings, and corbels are incidental to the liner unit price. No additional compensation will be made for this work, including restoration

- to pre-construction conditions.
- vii. Flow control, including bypass pumping, if required.
- viii. Reinstatement and reconnection of active sewer service connections.
- ix. CCTV Examination: Televis interior of pipe after completion of work and provide the portable USB hard drive referred to on page 18 to the Village. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
- x. Sewer testing and internal inspections of installation.
- xi. Pavement damage and restoration.
- xii. Parkway damage and restoration.
- xiii. Cleanup.
- xiv. Other appurtenant and incidental work.
- xv. Full-time traffic control surveillance by contractor.
- xvi. Each USB hard drive will be permanently labeled with the following information.
 - a. Job/Work Order No.:
 - b. Contractor Name:
 - c. CD No.:
 - d. Date Televised:
 - e. Date Submitted:
 - f. Street/Easement (Location):
 - g. Upstream MH
 - h. Downstream MH
 - i. Municipality Name
- xvii. Data shall be configured according to the definitions and database structures included in this specification. Video must be able to be viewed using Windows Media Player 9 Series and have the ability to use all features of the video player including fast forward capability.
- xviii. Measure sewer in linear feet (lf) on straight horizontal line along centerline of sewer. Do not include distance through manholes in measurement.

The prior to lining sewer condition evaluation information and the post lining sewer condition evaluation information shall be recorded on the same USB hard drive. Cost of supplying the portable USB hard drive referred to the Village shall be included in the sewer lining work unit price.

Basis of Payment - Cured-In-Place Pipe

Payment shall be made for the contract unit price per lineal foot for CURED IN PLACE PIPE - sanitary or storm sewer as designated, of the diameter specified, which price shall be in full for labor, material, testing, and equipment required for complete and operational existing sewer main rehabilitation.

B. REINSTATEMENT OF SERVICE LATERALS

The reinstatement of service laterals shall include the costs of:

- i. Site Preparation.
- ii. Protecting existing utilities, site objects and new work.
- iii. Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation.
- iv. Re-open branch connections without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV.
- v. Branch (service) connections shall be re-established at a minimum of 95% of the flow capacity and shall be wire brushed smooth, without damaging PVC services, to full diameter of openings.
- vi. If it is determined that the existing service is damaged by cutting of the liner, the Owner will allow the use of Performance Pipelining T-Liner process, or approved equal method, for service restoration. No additional compensation will be provided for the required service repair work.
- vii. No additional payments will be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.
- viii. Cleanup.
- ix. Collect all reinstatement coupons at the next downstream manhole. All excess lining material is to be removed from the sewer system.
- x. Other appurtenant and incidental work.
- xi. General requirements of sections listed.
- xii. Traffic control and protection.
- xiii. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated.

Basis of Payment - Reinstatement of Service Laterals

Include cost of work listed herein in unit price each for REINSTATEMENT OF SERVICE LATERALS, sanitary or storm sewer as designated.

C. PROTRUDING TAP REMOVAL

The protruding tap removal shall include the costs of:

- i. Site Preparation.
- ii. Protecting existing utilities, site objects and new work.
- iii. Removal of protruding taps utilizing a remotely controlled cutting device.
- iv. CCTV record image of before and after tap removal.
- v. Cleanup.
- vi. Other appurtenant and incidental work.
- vii. General requirements of sections listed.
- viii. Traffic control.

Basis of Payment - Protruding Tap Removal

Include cost of work listed herein in unit price each for PROTRUDING TAP REMOVAL.

Basis of Payment - End Seals

Payment shall be made for the contract unit price each for END SEAL - sanitary or storm sewer as designated, of the diameter specified, which price shall be in full for labor, material, testing, and equipment required for complete and operational existing sewer main rehabilitation.

D. CERTIFIED PAYROLL REPORTS

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Village is an Illinois unit of local government, and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business

days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

If the contractor must submit the payroll to the Village of Buffalo Grove for reasons outside of their control, the Village requests that the Contractor submit all certified payroll reports, including subcontractors, and EEO reporting be sent electronically in separate files for each respective Contractor/subcontractor with the weeks ending date in the file name to CKrase@vbg.org (i.e. Contractor Name Week Ending.pdf).

The Contractor is responsible for providing all records in accordance with the Illinois Department of Labor's (IDOL) requirements pertaining to the Prevailing Wage Act on the standard IDOL form. Only the last four (4) digits of the employee's social security number will be required; the remaining digits shall be "X" or redacted. To complete the certified payroll request for release of payment, the Contractor must supply a signed and notarized written statement that all necessary documentation has been turned over for the pay period pertaining to that payment requested.

Under P.A. 98-0328, the public body must retain copies of the certified payroll for 5 years rather than 3 years as was the case previously. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website www.illinois.gov/idol. the new form consists of three pages identified as the "certified transcript of payroll affidavit" and "certified transcript of payroll instructions". The new forms on the IDOL website can be filled in online and then printed out. under

P.A. 98-0482, contractors and subcontractors will have to provide additional information with respect to working hours, wage rates, overtime rates and fringe benefits. The IDOL's model certified payroll forms are the most current forms for compliance with P.A. 98-0482 and should be used in public works contracts.

APPENDIX A

SEWER LINING 2025 APPROXIMATE SUMMARY OF QUANTITIES

ID	Diameter	Length	County	Material	Upstream Manhole	Downstream Manhole
21163566	8	204.3	COOK	Vitrified Clay Pipe	2152974	2153910
21237355	8	114.1	COOK	Vitrified Clay Pipe	2153441	2157233
21234542	8	89.8	COOK	Vitrified Clay Pipe	2153840	2154208
21232939	8	192.8	COOK	Vitrified Clay Pipe	2154175	2153840
21234136	8	169.5	COOK	Vitrified Clay Pipe	2154200	2143349
21235359	8	119.5	COOK	Vitrified Clay Pipe	2154208	2157329
21233092	8	354.7	COOK	Vitrified Clay Pipe	2154510	2156892
21232946	8	85.9	COOK	Vitrified Clay Pipe	2154521	2156470
212103178	8	33	COOK	Vitrified Clay Pipe	2154521	2156470
212103203	8	10.4	COOK	Vitrified Clay Pipe	2154521	2156470
21235480	8	255.1	COOK	Vitrified Clay Pipe	2154523	2153910
212103219	8	8.6	COOK	Vitrified Clay Pipe	2156893	2153034
21233963	8	292.1	COOK	Vitrified Clay Pipe	2156893	2157349
21233038	8	141.4	COOK	Vitrified Clay Pipe	2157233	2154474
212103220	8	31	COOK	Vitrified Clay Pipe	2157349	2153034
21234207	8	243.2	COOK	Vitrified Clay Pipe	2157349	2153034
21235396	8	256.9	COOK	Vitrified Clay Pipe	2157376	2154523
Total 8"		2602.3				
21234377	10	132.7	COOK	Vitrified Clay Pipe	2152958	2153964
21233980	10	298.2	COOK	Vitrified Clay Pipe	2153034	2154107
21236915	10	182.1	COOK	Vitrified Clay Pipe	2153073	2153836
21235599	10	105.4	COOK	Vitrified Clay Pipe	2153079	2153073
21236784	10	307.9	COOK	Vitrified Clay Pipe	2153836	2153034
21163720	10	371.6	COOK	Vitrified Clay Pipe	2153964	2157201
21235614	10	173.5	COOK	Vitrified Clay Pipe	2154107	2152958
Total 10"		1571.4				

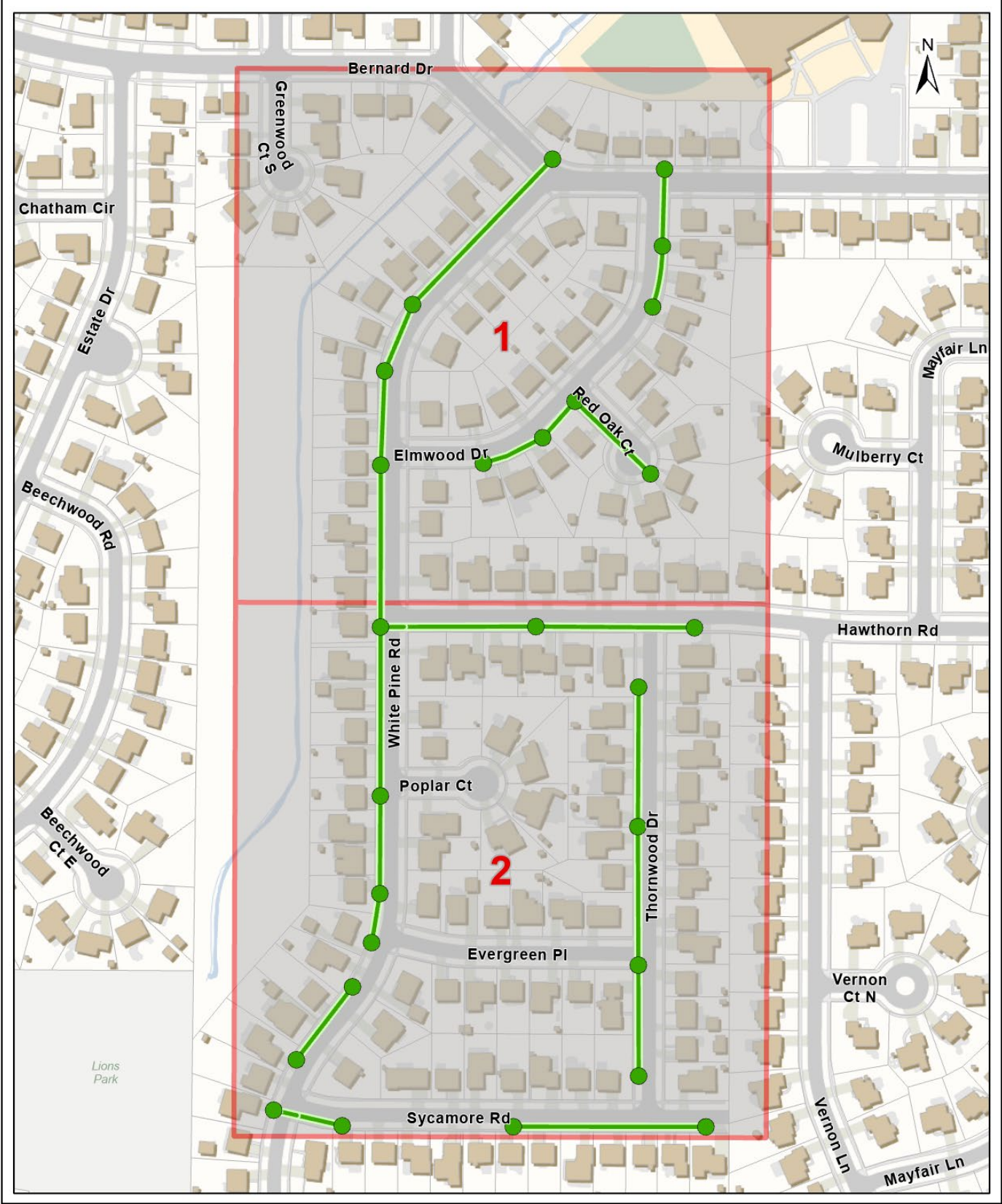
APPENDIX B
SEWER LINING 2025 MAPS



Village of Buffalo Grove Sanitary Sewer Lining 2025

GIS Consortium

Date: 11/22/2024



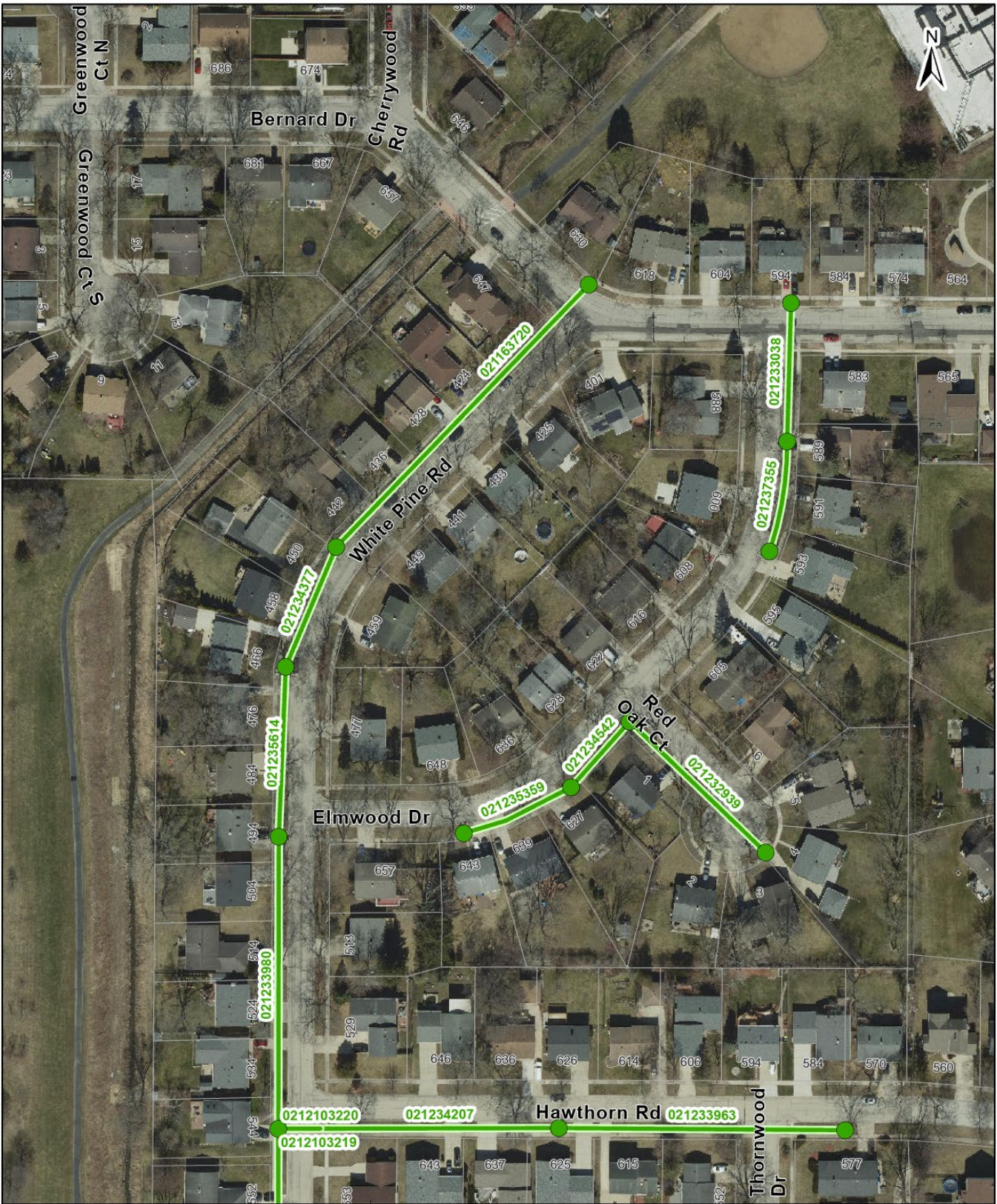


Village of Buffalo Grove - Sanitary Sewer Lining 2025

Sanitary Sewer Lining 2025 Bid Map 1

GIS Consortium

Date: 11/22/2024

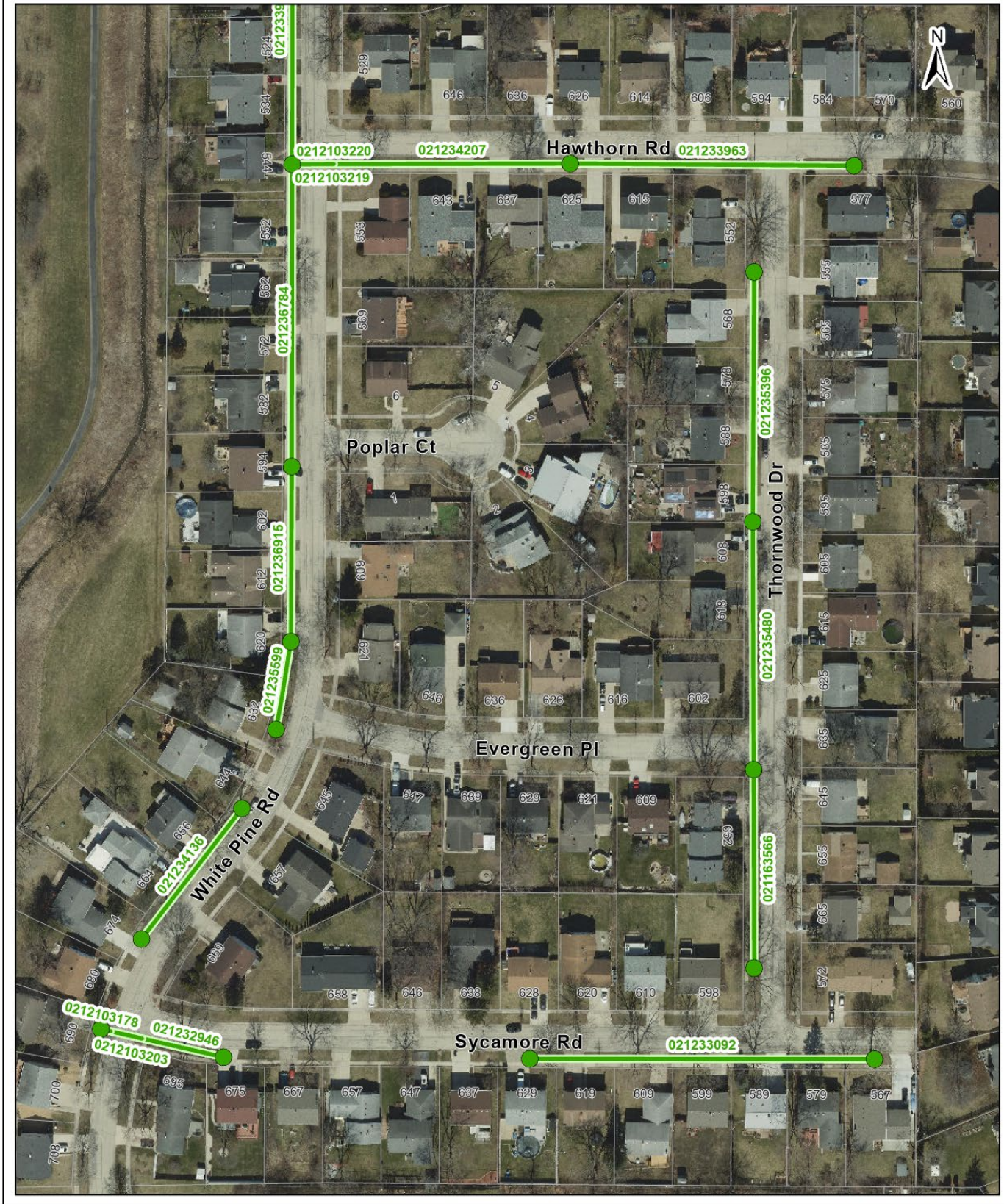




Village of Buffalo Grove - Sanitary Sewer Lining 2025
Sanitary Sewer Lining 2025 Bid Map 2

GIS Consortium

Date: 11/22/2024



CONTRACT EXHIBIT B- SCHEDULE OF PRICES
[Insert Schedule of Prices]

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Visu-Sewer of Illinois, LLC

9014 S. Thomas Avenue
Bridgeview, IL 60455

OWNER:

(Name, legal status and address)

Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

BOND AMOUNT: Ten Percent (10%) of Amount Bid, 10% A.B.

PROJECT:

(Name, location or address, and Project number, if any)
Sewer Lining 2025

SURETY:

(Name, legal status and principal place
of business)

SiriusPoint America Insurance Company
285 Fulton Street, 47th Floor, Suite 47J
New York, NY 10007

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

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

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

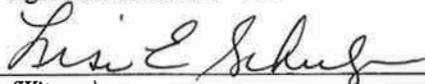
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 19th

day of December

2024


(Witness)

Visu-Sewer of Illinois, LLC

(Principal)

(Title) KEITH M. ALEXANDER, PRESIDENT/CEO

SiriusPoint America Insurance Company

(Surety)

(Title) Jonathan Lucas, Attorney-in-Fact


(Witness)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK**

MMANBE01_1123

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27, 2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Christopher K. Hovden, Brittany A. Schmidt, Jonathan Lucas, Danielle Hernandez

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$62,687,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

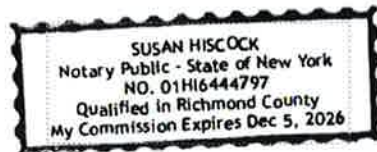



Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.




Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19th day of December, 2024




Paul Mihulka
President

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the "Contract Statement") has been executed by the below supplier, contractor or vendor (collectively the "Contractor") in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

N/A

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this 19th day of December, 2024.

Visu-Sewer of Illinois, LLC

Print Name of Contractor

Signature

Keith M. Alexander, President/CEO

Print Title

Given under my hand and official seal, this 19th day of December, 2024.

Lisa E. Schulze
Notary Public
Lisa E. Schulze - Waukesha County, WI
My Commission Expires 2/21/2027



EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder:

Visu-Sewer of Illinois, LLC

Address of Bidder:

9014 S. Thomas Avenue

City Bridgeview State IL Zip 60455

Telephone 708-237-0340

Email Address: visu-info@visu-sewer.com

The Bidder declares, represents, and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Bid. In particular, the Bidder declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, and building codes. Bidder waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Prices a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance and Payment Bond required by the Contract, and (iii) provide all insurance required under the Contract within fifteen (15) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

BID SECURITY

Accompanying this Bid is a Bid Bond

in the amount of Ten percent of amount bid Dollars

(\$ 10% of Bid).

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least ten percent (10%) of the Total Base Bid.

EXHIBIT B - SCHEDULE OF PRICES (cont.)

Item	Item Description	Estimated Quantities	Unit Price	Extended Price
BASE BID				
1.	Traffic Control and Protection	1 Lump Sum	500.00	500.00
2.	8" Cured-In-Place Pipe	2602 Linear Feet	37.65	97,965.30
3.	8" End Seals	28 Each	175.00	4,900.00
4.	10" Cured-In-Place Pipe	1572 Linear Feet	37.75	59,343.00
5.	10" End Seals	16 Each	185.00	2,960.00
6.	Reinstatement of Service Laterals	110 Each	25.00	2,750.00
7.	Protruding Tap Removal	4 Each	175.00	700.00
TOTAL BASE BID				169,118.30

Plus an owner's contingency of 10% of the total bid

EXTENSION

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area or 3% whichever is less., for the possibility of three (3) one year contract extensions to be mutually agreed upon annually. (please initial)?

Yes KMA No _____

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. None	
2.	
3.	
4.	

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

December 19, 2024
Date

262-695-2340
Phone

Visu-Sewer of Illinois, LLC
Legal Entity

visu-info@visu-sewer.com
E-mail


(Sign here)

Keith M. Alexander, President/CEO
(Print Name)

EXHIBIT C – REFERENCE LIST

Contact Name: Russ Peacock
Municipality/Business: City of Wheaton
Dates Employed: July 2023 to _____
Phone Number and E-mail address: 630-260-2040 Rpeacock@wheaton.il.us

Contact Name: Ryan Oates
Municipality/Business: Village of Deerfield
Dates Employed: June 2023 to _____
Phone Number and E-mail address: 847-719-7466 roates@deerfield.il.us

Contact Name: Fox Metro Water Reclamation District
Municipality/Business: 1135 S. Lake Street
Dates Employed: July 2023 to _____
Phone Number and E-mail address: 630-301-6810 kzollers@foxmetro.org

Contact Name: Jeffery Burger
Municipality/Business: City of Naperville
Dates Employed: August 2023 to _____
Phone Number and E-mail address: 630-305-6202 Burgerj@naperville.il.us

CONTRACT EXHIBIT C – PERFORMANCE BOND
FORM OF PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular **Sewer Lining** contract between Principal and the Village dated __day of ____, 20__, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And 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 the Work thereunder shall in any way 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.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ____day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST

ATTEST

By: _____

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 Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____

for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____)

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
ADDRESS _____

SIGNATURE AND TITLE

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) _____ OF _____

(COMPANY NAME) _____ WHO IS THE

CONTRACTOR FURNISHING _____ WORK ON THE BUILDING

LOCATED AT _____

OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____.

\$_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of

parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for

specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, as the contractor may determine.

that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR.	CONTRACT PRICE INCLD'G EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

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

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

CONTRACT EXHIBIT E – FINAL LIEN WAIVER

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses
of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub
contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to
become due to each, and that the items mentioned include all labor and material required to complete said work according to
plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDg	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

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

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 9.d. O-2025-9

Ordinance Authorizing an Engineering Services Agreement with Civiltech Engineering, Inc. for a Checker Drive Phase I Engineering Study.

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of an Engineering Services Agreement with Civiltech Engineering, Inc. for a Checker Drive Phase I Engineering Study.

Summary

RECOMMENDATION

Staff recommends approval of the Engineering Services Agreement with Civiltech Engineering, Inc. for a Checker Drive Phase I Engineering Study at a total price not to exceed \$525,119.00, subject to review and approval by Village Attorney.

BACKGROUND

Public Works is proposing to begin a Phase I Design Study of Checker Drive from Arlington Heights Road to Illinois Route 83. Following the general engineering Request for Qualifications process, Civiltech Engineering, Inc. (Civiltech) has submitted a Professional Services Phase I Design Contract for design work to be performed in 2025 and 2026. Civiltech has a strong expertise in federally funded projects and external grant applications, the two critical items of this project.

This process would examine all aspects of the corridor, considering all the environmental, multi-modal, traffic, safety and other potential concerns for the project. This part of the project will also host a public information meeting along with meeting with other critical stakeholders to understand their concerns about potential roadway improvements.

The efforts of this part will meet the Federal guidelines to qualify for external funding. Through

the Lake County Council of Mayors, Construction Engineering and Project Construction could be split 70/30 through Surface Transportation Program funds after the completion of this study. Past applications to them and other grant sources have scored this project low given its lack of “project readiness”. Starting this study will begin moving it forward formally in those submission, scoring it higher and higher as benchmarks are hit. This method is similar to the Village past efforts on Bernard, Brandywyn and Thompson where significant Federal funding was received.

In the 2025 Capital Improvement budget, under Capital Improvements – Streets, \$250,000 was programmed for this use. It is anticipated that the project study will take about two years to complete, earmarking half the funds in each year.

Under the best of circumstance, the Phase I study could be anticipated from 2025 to 2026. It would then be followed by the Phase II Detailed Engineering Design that could take from 2027 to 2029 (depending upon potential property acquisition needs). The ultimately construction could start around 2030.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Ordinance Civiltech Checker Drive P1
2. Professional Service Contract Civiltech Checker Drive P1





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH ENGINEERING, INC. FOR A CHECKER DRIVE PHASE I ENGINEERING STUDY

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village seeks to enter into an Engineering Services Agreement with Civiltech Engineering, Inc. for a Checker Drive Phase I Engineering Study,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement with Civiltech Engineering, Inc. for a Checker Drive Phase I Engineering Study at a total price not to exceed \$525,119.00, subject to review by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the 6th day of January 2025 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. FIRM.

A. Engagement of Firm. The Village desires to engage the Firm Identified below to provide all necessary professional engineering services and to perform the work in connection with the project identified below:

Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, IL 60143
Attn: Jennifer M. Hyman, P.E.
Phone: 630-773-3975
Email: JHyman@civiltechinc.com

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Firm.** The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Firm shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 36 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email: dbragg@vbg.org
cc: kjohnson@vbg.org

Notices and communications to the Firm shall be addressed to, and delivered at, the following address:

Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, IL 60143
Attn: Jennifer M. Hyman, P.E.
Phone: 630-773-3975
Email: JHyman@civiltechinc.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Scope of Services Attached.



Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

April 30, 2024

Kyle Johnson, P.E., CFM
Deputy Public Works Director/Village Engineer
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, Illinois 60089

Re: Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Phase I Engineering Proposal

Dear Mr. Johnson:

The Village of Buffalo Grove has requested Civiltech Engineering provide Phase I engineering services for the Checker Drive Phase I Study from Arlington Heights Road to IL Route 83. The Scope of Services will include environmental and location-design studies to evaluate costs and impacts related to the corridor design and undertake coordination with jurisdictional agencies and the public. The primary objective of the Phase I Study is to develop an improvement plan which provides the desired level of traffic safety and operation and non-motorized safety which fulfills the requirements for processing and funding by the Village of Buffalo Grove, the Illinois Department of Transportation (IDOT), and the Federal Highway Administration (FHWA).

The detailed scope of work and cost estimate of consulting services is attached to the cover letter. The proposed not to exceed fee is \$525,119. Additional services outside of the attached scope of work will be coordinated with Village staff prior to completing those services.

We thank you for considering Civiltech Engineering and look forward to working with the Village of Buffalo Grove on this project. If this proposal is acceptable please endorse one copy and return it to our Itasca office or via email.

Very truly yours,

Jennifer M. Hyman, P.E.
Director of Environmental & Design Studies
Civiltech Engineering, Inc.



THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE OF BUFFALO GROVE.

By: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Signature

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Title

Date: _____

Attachment A

Scope of Services

Cost Estimate of Consultant Services

**Checker Drive Phase I Study
Arlington Heights Road to IL Route 83**

Village of Buffalo Grove, Illinois

SCOPE OF SERVICES

Checker Drive is a Major Collector under the jurisdiction and maintenance of the Village of Buffalo Grove between Arlington Heights Road and IL Route 83. The 2019 existing AADT of Checker Drive is 4,900 vehicles per day. The roadway cross section consists of one 16-foot through lane in each direction. Checker Drive is an urban roadway section drained by storm sewer and typically bound by mountable curb and gutter except along the entrance of Willow Grove Early Learning Center which has B-6.12 curb and gutter. There are several locations where the gutter pan is higher in elevation than the adjacent pavement which may cause ponding on the roadway after heavy storms. There is an existing twin elliptical culvert located between Arbor Gate Lane and Burnt Ember Lane. There is a 5-foot bituminous path along the south side of Checker Drive in the Buffalo Creek Nature Preserve between Arlington Heights Road and Burnt Ember Court. An 8-foot PCC shared-use path is located on the south side of the corridor between Burnt Ember Court and Old Checker Road. A 5-foot sidewalk runs along both the east and west sides of Checker Drive for the entire remaining extents of the project area. Mid-block pedestrian crossings exist at the Willow Grove Early Learning Center and Dunham Lane.

The existing posted speed limit on Checker Drive is 25 MPH except adjacent to the Willow Grove Early Learning Center where there is a school zone speed limit of 20 MPH. Land use along the roadway is mainly residential except for the Buffalo Creek Nature Preserve on the southeast corner of Arlington Heights Road/Checker Drive and the Willow Grove Early Learning Center on the west side of Checker Drive just south of Essington Lane. On-street parking is permitted along both sides of Checker Drive within the project limits. Checker Drive has existing roadway lighting within the project limits. The current pavement condition is poor and experiences longitudinal cracking. Checker Drive was last overlaid in 1998.

The intersection of Checker Drive at Arlington Heights Road (Lake County Division of Transportation) is controlled by a traffic signal with pedestrian push buttons, signal heads, crosswalks, and emergency vehicle preemption equipment all present. The intersection of Checker Drive at IL Route 83 (Illinois Department of Transportation) is controlled by a traffic signal with pedestrian push buttons, signal heads, crosswalks, and emergency vehicle preemption equipment all present. All other intersections within the corridor are stop-controlled on the minor approaches.

It is anticipated that the proposed improvements will follow new construction/reconstruction design guidelines outlined in Chapter 32 of the Bureau of Local Roads & Streets Manual and consist of reconstructing Checker Drive between Arlington Heights Road and IL Route 83. Existing geometrics of the roadway will be maintained while existing curb and gutter will be removed and replaced with B-6.12 curb and gutter. An 8-foot shared-use path will be constructed along Checker Drive. It is anticipated that the culvert located between Arbor Gate Lane and Burnt Ember Lane will be extended and an ornamental fence added to provide the required lateral clearance for the shared-use path from the roadway. The new shared-use path will link up existing paths at the intersection with Arlington Heights Road including the Buffalo

Grove Bike Path and the Buffalo Creek Forest Preserve Trail to paths along Old Checker Road and IL Route 83. Sidewalk replacement will be necessary in some sections to repair cracking/heaving and to meet ADA requirements. All sidewalk ramps will be improved to meet ADA requirements, as needed. Storm sewers will be replaced within the project limits.

Traffic signal modifications will be required at the intersections of Checker Drive with Arlington Heights Road and IL Route 83 to accommodate the proposed bike path. New posts and/or relocations of existing posts will be required to properly locate the pedestrian push-buttons adjacent to the path/sidewalk. The existing pushbuttons will need to be replaced with Accessible Pedestrian Signals (APS) in accordance with the current IDOT policy.

Water main replacement and sewer lining will be completed along with this project, as non-participating costs.

The Phase I Engineering for this project will include environmental and location-design studies, evaluate costs and impacts, and undertake coordination with jurisdictional agencies regarding these anticipated improvements. The primary objective of the Phase I Engineering Study is to develop a conceptual improvement plan which provides the desired level of traffic safety and operation, minimizes impacts to adjacent properties, and which fulfills all the requirements for processing and funding of this project by the Village of Buffalo Grove, Lake County Division of Transportation, Illinois Department of Transportation (IDOT), and the Federal Highway Administration (FHWA). For purposes of this scope, due to the implementation of the shared-use path, the need for temporary construction easements and potential Section 4(f) involvement, it is anticipated that the preparation of a Project Development Report (PDR) using IDOT's BLR 22210 for a **Federal Approved Categorical Exclusion** will be required.

Following is the scope of services to complete the Checker Drive Phase I Study:

Item 1 – Data Collection and Early Coordination – This work item will include collecting available existing information required for the Phase I Report and performing the necessary classification and cataloging for use in subsequent tasks as follows:

- A. Collect and review previous studies, databases, Geographic Information System (GIS) resources, and existing roadway plans.
- B. Collect Land Use, Zoning, School District, Park District, etc. maps and plans.
- C. Obtain recent digital aerial photography of study area at a scale of 1" = 50'.
- D. Perform two field visits including obtaining drone footage of the corridor.
- E. Perform a J.U.L.I.E. design stage request to obtain utility atlases for the project area.
- F. Prepare a base map including right-of-way and property lines, street names, and individual house/business addresses.

Item 2 – Field Survey and Preparation of Base Maps

Field survey will be performed by a subconsultant, Jorgensen & Associates. A copy of their detailed proposal is contained in Attachment B.

In order to develop accurate construction costs and limits of grading needed for driveways, sidewalks and proposed bike path to meet Americans with Disability Act (ADA) requirements, a topographic survey will be collected. The topographic survey will include: structures, ground shots, roadway shots, drainage and utilities, trees, and other pertinent items within the project

corridor. Cross sections will also be taken at all intersecting side streets and driveways to aid in the final design. An attempt will be made to recover as many property and/or other survey monuments as can be located.

The project corridor limits are generally 10 feet beyond the existing right-of-way of Checker Drive from 100 west of Arlington Heights Road to 100 feet east of IL Route 83, and generally 30 feet along each cross street. On the south side of Checker Drive between Arlington Heights Road and the intersection with Old Checker Road, the survey will extend into the park to the toe of the roadway embankment slope. This is the area adjacent to the Buffalo Creek floodplain.

There is an existing twin elliptical culvert that crosses Checker Drive between Arbor Gate Lane and Burnt Ember Lane. The survey will include stream cross sections at the upstream and downstream face of culvert as well as at 50-feet and 100-feet upstream and downstream. The stream cross sections will extend to the top of the embankment.

The survey will include the establishment of the existing right-of-way lines within the project corridor. Benchmarks and horizontal control points will be established based on geodetic survey monuments with G.P.S. survey methods. Benchmarks will be located and described.

The preparation of the project CAD base files will include identification and drafting of all existing public and private utilities within the project limits. Existing cross section information would be generated from the survey data to aid in the review of compliance with ADA grades for sidewalks and driveways as well as aid in the design of the proposed bike path.

This items also includes coordination with the subconsultant and desk review of the field survey files.

Item 3 – Environmental Survey Request – In order to meet requirements of the Federal-aid process, environmental clearances must be obtained prior to project approval. It is anticipated the project will require screening for biological, wetland, cultural, and special waste resources. Environmental prescreen forms for biological and cultural clearance reviews will be submitted to IDOT to verify method of processing environmental reviews. Due to the potential for temporary construction easements, it is anticipated that an Environmental Survey Request (ESR) will need to be prepared and processed through IDOT. The following tasks are included as part of this item:

- A. Prepare exhibits for ESR submittal including location map, USGS map, National Wetlands Inventory map, cultural resources map, and Environmental Survey Limits exhibits.
- B. Identify properties greater than 40-years old. Prepare a 40-year old Building Photolog and Summary Table. (Assumes photos will be acquired from online sources)
- C. Prepare and submit Natural Resources and Cultural Resources Pre-Screening Forms.
- D. Prepare and submit Bridge Bat Assessment Form for the existing culvert underneath Checker Drive between Arbor Gate Lane and Burnt Ember Lane.
- E. Prepare and Submit ESR Form.
- F. Prepare GIS Shape Files of ESR boundary for inclusion in ESR submittal.

It is assumed that an Addendum Environmental Survey Request submittal is not included as part of this scope of services and will be completed during Phase II design if necessary.

Item 4 – Traffic Analyses – Traffic analyses will be required to determine the operational performance at the signalized intersections along the corridor under existing and proposed conditions. It is assumed that all intersections will operate sufficiently in the design year and Intersection Design Studies (IDS) will not be required. This item also includes the traffic count needed for consideration of an all-way stop at the Checker Drive/Old Checker Road intersection should it be requested. This item includes the following tasks:

- A. Obtain and analyze record signal timings from Lake County Division of Transportation (LCDOT) and IDOT for the signalized intersections along the corridor.
- B. Perform a 24-hour turning movement counts using video counting units at the following intersections:
 - 1. Checker Drive/Arlington Heights Road (signalized)
 - 2. Checker Drive/Old Checker Road (unsignalized)
 - 3. Checker Drive/IL Route 83 (signalized)
- C. Process and format turning movement count data. Develop Average Daily Traffic volumes (ADT) and Design Hourly Volumes (DHV). Prepare tables and exhibits.
- D. Analyze the intersection traffic operations under existing traffic volumes and signal timings for the A.M. and P.M. peak hours at the signalized intersections using the most current version of the Highway Capacity Software (HCS).
- E. Conduct all-way stop warrant analysis at Checker Drive/Old Checker Road, if requested.
- F. Obtain year 2050 traffic projections from the Chicago Metropolitan Agency for Planning (CMAP).
- G. Develop 2050 Build peak hour volumes. Prepare tables and exhibits.
- H. Analyze the existing intersection configurations for the A.M. and P.M. peak hours at the signalized intersections using HCS under 2050 design year traffic volumes.
- I. Summarize HCS delay and queuing results for existing conditions and design year at the signalized intersections.
- J. Prepare summary memo to document intersection operation at Checker Drive/Arlington Heights Road and submit to Lake County Division of Transportation.
- K. Analyze and document need for midblock crosswalk at school and uncontrolled crosswalk at Dunham Lane following IDOT Policy TRA-23: Guidelines for Establishing Pedestrian Crossings.

Item 5 – Crash Analyses – In order to satisfy IDOT and FHWA requirements, it will be necessary to gather and review crash data for the study area to determine the existence of any safety hazards. This work item will include:

- A. Collect most recent 5 years of crash data available from the Village.
- B. Tabulate data and prepare collision diagrams for all signalized intersections and segments in between. Due to duration of project assume that one update will need to be completed to analyze the most recent 5 years of data prior to design approval.
- C. Prepare roadway lighting warrant analysis.
- D. Perform pedestrian and bicycle safety analysis.
- E. Perform Highway Safety Manual analysis as required by IDOT for 3 intersections and 2 segments. Assume one revision.
- F. Evaluate safety improvement needs, identify countermeasures and write crash analysis text.

Item 6 – Preliminary Environmental Site Assessment

This work will be completed by a subconsultant, A3 Environmental Consultants, LLC. A copy of their proposal is included in Attachment C.

As part of the environmental studies required for a Federal-aid project, it is necessary to perform a Special Waste Screening Analysis to determine if there are any sites located along the project area that may result in the need for further environmental investigation. Due to the current and previous land use, it is anticipated that the initial screening will result in the need for a Preliminary Environmental Site Assessment (PESA) to determine the extent of any special remediation that may need to occur.

This item also includes coordination with the subconsultant and review of the PESA report.

It is assumed that a PESA will need to be completed by IDOT at IL Route 83 due to the anticipated shared-use path and traffic signal work. The State PESA will be initiated as part of the ESR process under Item 3.

Item 7 – Wetlands Investigation

This work will be completed by a subconsultant, A3 Environmental Consultants + Olson Ecological Joint Venture. A copy of their proposal is included in Attachment D.

Regulated wetlands and surface waters appear to be located adjacent to and/or within 100 feet of the project corridor. A wetland delineation will be conducted for all areas within the project corridor in accordance with the February 25, 2022 edition of the U.S. Army Corps of Engineers (USACE) Chicago District Nationwide Permit Program (NWP), the USACE Wetland Delineation Manual (1987), the USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual), and the May 7, 2020 edit of the Metropolitan Water Reclamation District (MWRD) of Greater Chicago Watershed Management Ordinance (WMO).

This item will include desktop record/documentation review, on-site investigation (field inventory), preparation of an aquatic resources delineation report.

With wetlands identified in the project limits, the preparation of a Wetland Impact Evaluation (WIE) will be required for wetland clearance. This task includes the following items to be completed by Civiltech:

- A. Coordination with subconsultant.
- B. Review of subconsultant materials.
- C. Prepare WIE exhibits.
- D. Prepare online WIE form.
- E. Submit WIE exhibits and form to Village for review. Assume one revision.
- F. Submit WIE exhibits and form to IDOT. Assume one revision.

Item 8 – Pavement Investigation

This work will be completed by a subconsultant, Midland Standard Engineering and Testing, Inc. A copy of their proposal is included in Attachment E.

In order to provide recommendations for proposed pavement rehabilitation options, pavement cores will be collected. Twenty-two pavement cores/subgrade soil borings through all pavement layers to a depth of 10 feet will be collected, logged, and measured. Additionally, one structure soil boring will be collected at the culvert extension to a depth of 30 feet. Subgrade soil testing will be completed to report subgrade conditions. All field data will be summarized in a report, including a discussion of subgrade conditions and recommendations for pavement reconstruction, storm sewer and watermain design.

This item also includes coordination and review of deliverables from the subconsultant. A preliminary pavement design following BLR&S Chapter 44 guidelines, will be developed for the roadway reconstruction as well as the proposed bike path as part of this item.

Item 9 – Geometric Design Studies - The proposed improvements are assumed to consist of pavement reconstruction in kind; no roadway alternatives will be evaluated. This task will include determining the best location to provide a shared-use facility on one side of Checker Drive as part of the project improvements. This task will include refining and finalizing the location of the proposed multi-use path within the project limits. Additionally, the project aims to improve pedestrian facilities to be in compliance with ADA requirements. An assessment of grading needs and limits is included. Detailed horizontal, vertical, and cross section analysis will be completed. This work item will include:

- A. Prepare concept horizontal roadway and bicycle/pedestrian facility geometrics on topographic base sheets. Includes a typical section comparison and an assessment of impacts and conflicts on each side of the roadway to determine a preferred shared-use path improvement.
- B. Prepare detailed horizontal roadway and shared-use path geometrics on topographic base sheets for the preferred improvement.
- C. Define vertical roadway and shared-use path geometrics including detailed analysis of proposed cross sections for the preferred improvement.
- D. Evaluate the existing sidewalk for ADA/PROWAG compliance.
- E. Determine right-of-way acquisition and grading easement limits.
- F. Determine existence of and potential for environmental impacts due to the proposed improvement.
- G. Design vehicle turning-template analyses will be completed using AutoTURN software at side street locations.
- H. Prepare plan and profile exhibits.
- I. Field visits to verify proposed plan considerations. Assume two site visits.
- J. Assume ADA Ramp Calculation Sheets will be needed for two corners at the IL Route 83 intersection. Assume one revision based on IDOT review comments, including a disposition of comments. Assume ADA Sheets are not required to be submitted at the Checker Drive/Arlington Heights Road intersection.
- K. If ADA compliance cannot be achieved, ADA Statements of Maximum Extent Practicable (MEP) (BDE 3101) must be submitted to IDOT for approval. Assume up to 2 MEP requests will be needed. Assume one revision based on IDOT review comments, including a disposition of comments.

- L. If the proposed storage and taper for the EB left turn lane at IL Route 83 cannot be designed to meet IDOT criteria, then Design Exceptions will need to be requested. Assume up to 2 BDE 3100 Design Exception Forms will need to be completed and submitted to IDOT for approval. Assume one revision based on IDOT review comments, including a disposition of comments.
- M. Submit detailed geometric plan sheets to the Village for review. It is assumed that these geometrics will be revised up to three times prior to inclusion in the Project Development Report.

Item 10 – Cost Estimate - It is very important for both planning and funding purposes to maintain an accurate and up-to-date project cost throughout the Phase I Study. This task item includes preparing an initial construction cost and revising it throughout the project study. The previously prepared cost estimate for the 2023 STP-L funding application will be utilized as a starting point and updated accordingly. Up to three revisions are included at the project milestone submittals as noted below:

- A. Update 2023 STP Funding Application Cost Estimate.
- B. Update Cost Estimate for Draft PDR.
- C. Update Cost Estimate for Final PDR.

This item also includes time for Civiltech's internal Quality Assurance/Quality Control (QA/QC) review process with Phase II, Phase III, and Right-of-Way Acquisition staff.

Item 11 – Drainage Studies

The existing drainage system within the project limits is a closed system with curb and gutter, drainage structures, and storm sewer. There is one major culvert crossing within the project limits that crosses Checker Drive between Arbor Gate Lane and Brunt Ember Lane. The Buffalo Creek floodway is parallel to the south side of Checker Drive approximately between Arlington Heights Road and Old Checker Road. The purpose of this work item is to evaluate the existing drainage conditions, recommend any required drainage improvements based on the existing conditions, and also accommodate impacts of drainage within the project limits affected by the proposed improvement. Specifically, the following items will be performed as part of this task.

- A. Existing Drainage Plan
 - a. Prepare General Location Drainage Map.
 - b. Obtain contour mapping of study area.
 - c. Develop watershed divides and identify existing drainage features.
 - d. Identify drainage outlets and determine interpreted divides.
 - e. Identify any existing drainage problems within the project limits.
 - f. Identify any existing floodplains within the project limits (Buffalo Creek).
 - g. Perform field reconnaissance of the existing conditions and drainage within the project limits.
 - h. Develop preliminary Existing Drainage Plan for the project limits, which will be a plan view existing at 1-inch = 50-foot scale and submit to the Village for review.
- B. Proposed Drainage Plan
 - a. Determine design criteria based on Village requirements as well as complying

- with the Lake County Watershed Development Ordinance (as required).
- b. Drainage Outlet Evaluation.
- c. Identify any R.O.W. requirements for the proposed drainage system.
- d. Stormwater detention is not anticipated, however we will evaluate the existing storm sewer and size proposed storm sewers, using current Bulletin 75 rainfall data, to ensure there is sufficient capacity to accommodate the proposed conditions.
- e. Address project compliance with the Lake County Watershed Development Ordinance.
- f. Prepare Major Waterway Crossing Analysis for the existing major culvert crossing. This will include a hydrologic analysis to determine discharges to the culvert as well as an existing and proposed conditions HEC-RAS hydraulic analysis. A Waterway Information Table will also be developed based on this analysis.
- g. Prepare preliminary Proposed Drainage Plan (PDP) and Drainage Technical Memorandum and submit to the Village. The PDP will be a plan over profile sheet that matches the proposed roadway plan over profile sheet layout
- h. Meet with Village to review the Existing and Proposed Drainage Plans.
- i. Meet with Lake County Stormwater Commission (LCSMC) to discuss existing and proposed drainage plans (if necessary).
- j. Revise the Existing and Proposed Drainage Plans based on review comments one time.
- k. Prepare a separate Location Drainage Technical Memorandum for the intersection of Checker Drive and IL Route 83 for submittal to IDOT. Assume one revision and the preparation of a disposition of comments.

Item 12 – Section 4(f) Evaluation – The Buffalo Creek Nature Preserve, located on the southeast corner of Arlington Heights Road and Checker Drive is a locally designated preserve owned by the Village of Buffalo Grove. It is assumed that no OSLAD/LWCF funds were used to purchase/develop the Nature Preserve. If it is determined later that these types of funding had been utilized, then any additional necessary coordination would be considered extra work. The site is primarily intended for flood control on Buffalo Creek, but prairies and wetlands exist on the site and trails run through open areas within the property. Pedestrian and bicycle access exists at the corner of Arlington Heights Road and Checker Drive. Depending on whether the proposed shared-use facility is located on the north or south side of Checker Drive, there may be impacts to the site. For scoping purposes, it is assumed that right-of-way acquisition will be required from the site, but impacts will be minor and that the Section 4(f) Evaluation will consist of preparing the necessary documentation to result in a *de minimis* finding. The evaluation will include the following work tasks:

- A. Complete *de minimis* report template.
- B. Prepare photolog.
- C. Prepare Section 4(f) exhibits.
- D. Address public comments.
- E. Submit draft *de minimis* document to Village for review. Assume one revision.
- F. Provide a draft letter to the Official with Jurisdiction (Village) for concurrence signature.
- G. Submit documentation to IDOT/FHWA for approval. Assume one revision and the preparation of a disposition of comments.

Item 13 – Draft Project Development Report – Documentation of the Phase I study will include design studies, traffic analyses, environmental impacts, and coordination. For scoping purposes, it is assumed this project will be processed as a Federal Approved Categorical Exclusion with the preparation of a Project Development Report (PDR) (BLR 22210) due to the need for temporary construction easements, the provision of a shared-use path and potential for Section 4(f) involvement. It is assumed all deliverables will be electronic. This item includes the following:

- A. Write, proofread and edit the Draft PDR.
- B. Prepare report exhibits, including a location map, a land use exhibit, existing and proposed typical sections and a detour route exhibit.
- C. Compile appendices.
- D. Prepare Design Exception Guideline (BLR 22000)
- E. Prepare Design Exception forms (BLR 22120). Assume no more than 4 design exception requests will be necessary.
- F. Provide Draft PDR for Village review. Includes QA/QC before submittal.
- G. Provide a disposition of Village comments and revise Draft PDR up to one time. Includes QA/QC before submittal to IDOT.
- H. Attend review meeting/phone conference with the Village and IDOT, if required.

Item 14 – Meetings and Coordination – This item includes time for Village, IDOT, LCDOT and other agency coordination. Preparation of materials for the meeting and meeting minutes are included with each meeting. For scoping purposes, it is assumed all meetings will occur virtually. The following tasks are included:

- A. IDOT Kickoff Meeting
- B. Village Coordination Meetings – Assume twelve bi-monthly meetings.
- C. Lake County Division of Transportation – Assume email coordination and two virtual meetings.
- D. FHWA/IDOT Coordination Meeting including preparation of Coordination Meeting Data form (BLR 22410). Assume one meeting.
- E. Phone/email coordination with Village of Buffalo Grove Police and Fire, schools, Park District, and potentially local businesses to inform them of the project, discuss potential detours, and construction staging. Assume a maximum of two coordination meetings total will also be necessary if requested.
- F. IDOT Detour Committee Meeting. While IL Route 83 is significant route, it is assumed that a Transportation Management Plan will not be needed to supplement this meeting and that work will not occur in the IDOT right-of-way.
- G. IDOT/FHWA Coordination Meeting to obtain approvals for Design Exceptions and ADA MEP's. (if necessary)
- H. Coordination with IDOT regarding processing of submittals and reviews.

Item 15 – Public Involvement – Since a proposed bike path would change the form and function of facilities along Checker Drive it is anticipated that IDOT will require coordination with the public. The purpose of the public involvement process is to promote a proactive and responsive approach by seeking input from the public at a key point in the decision-making process. This process will include one open-house style public information meeting to be held prior to submittal of the Draft Project Development Report. It is assumed a Public Hearing is not

required and court reporter is not needed. Following are the specific tasks to be completed as part of this item:

- A. Selection of and coordination with meeting venue.
- B. Preparation and distribution of public meeting notification letters to area residents and businesses.
- C. Preparation of public meeting newspaper legal notice advertisement or similar.
- D. Preparation of public meeting brochure.
- E. Preparation of public meeting exhibits. Includes preparation of four digitally rendered photo views.
- F. Attendance at public information meeting.
- G. Preparation of meeting summary and disposition of comments.
- H. Provide public meeting materials to Village for inclusion on website.

Item 16 – Final Project Development Report (PDR) – Based on the outcome of the draft report review, public involvement activities and input from the Village and IDOT, the final Project Development Report will be prepared. Design Approval would be requested from IDOT. It is assumed all deliverables will be electronic. This work item will include the following tasks:

- A. Prepare a disposition of IDOT comments on the draft PDR.
- B. Revise, proofread and edit the draft PDR report.
- C. Revise draft PDR exhibits and appendices.
- D. Provide Pre-Final PDR for Village approval. Includes QA/QC before submittal.
- E. Provide a disposition of Village comments and revise Pre-Final PDR up to one time. Includes QA/QC before submittal to IDOT.
- F. Prepare Checklist for Determination of State/Federal Approved Categorical Exclusions (BLR 19110).
- G. Submit the Final PDR to IDOT for Design Approval.

Item 17 – Supervision, Administration and Project Coordination – This item includes project setup, monthly invoicing, preparation of status reports, and in-house coordination meetings. This item also includes regular client coordination and implementation of Civiltech's Quality Assurance/Quality Control (QA/QC) in-house review process. It is assumed that the Phase I Study will take 24 months to complete.

Item 18 - STP Applications – As part of the 2023 STP-Local call for projects, the Checker Drive project was split into two separate projects and submitted for funding. Both projects were placed on the LCCOM Contingency List. This item will include submitting two new STP-Local applications during the next LCCOM call for projects.

- A. Prepare two STP-Local funding applications.
- B. Coordination with LCCOM for quarterly STP funding updates (if project is selected for funding).
- C. Prepare Project Program Information (PPI) form (#D1-PI0004) as per IDOT requirements.

Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove

**COST ESTIMATE OF CONSULTANT SERVICES
PHASE I ENGINEERING**

Task	Personnel & Hours											Total Hours	% of Hours	Labor Cost
	Department Head	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer	Senior Landscape Architect	Digital Rendering Artist	Senior Drainage Engineer	Drainage Engineer	Design Technician			
	\$80.00	\$72.00	\$45.00	\$40.00	\$58.00	\$48.00	\$79.00	\$46.00	\$86.00	\$43.00	\$45.00			
1 Data Collection and Early Coordination														
	2	6	18	24	0	0	0	0	0	0	16	66	2.1%	\$ 3,082
2 Field Survey and Preparation of Base Maps														
	2	8	14	26	0	0	0	0	0	0	32	82	2.6%	\$ 3,846
3 Environmental Survey Request														
	4	10	26	50	0	0	0	0	0	0	26	116	3.7%	\$ 5,380
4 Traffic Analyses														
	6	16	16	20	24	60	0	0	0	0	16	158	5.0%	\$ 8,144
5 Crash Analyses														
	4	10	34	80	0	0	0	0	0	0	0	128	4.0%	\$ 5,770
6 Preliminary Environmental Site Assessment														
	0	4	2	2	0	0	0	0	0	0	0	8	0.3%	\$ 458
7 Wetlands Investigation														
	2	8	10	12	0	0	0	0	2	0	4	38	1.2%	\$ 2,018
8 Pavement Investigation														
	2	8	10	22	0	0	0	0	0	0	0	42	1.3%	\$ 2,066
9 Geometric Design Studies														
	18	44	120	302	0	0	0	0	0	0	72	556	17.6%	\$ 25,328
10 Cost Estimates														
	8	18	24	72	2	6	0	0	8	8	0	146	4.6%	\$ 7,332
11 Drainage Studies														
	6	12	4	0	0	0	0	0	66	442	0	530	16.7%	\$ 26,206
12 Section 4(f) Evaluation														
	12	30	52	74	0	0	0	0	0	0	16	184	5.8%	\$ 9,140
13 Draft Project Development Report														
	5	16	46	80	0	4	2	0	4	0	32	189	6.0%	\$ 8,956
14 Meetings and Coordination														
	26	38	32	44	0	0	0	0	2	0	0	142	4.5%	\$ 8,188
15 Public Involvement														
	14	24	36	48	0	0	14	104	0	0	54	294	9.3%	\$ 14,708
16 Final Project Development Report														
	5	14	24	48	0	0	0	0	4	0	16	111	3.5%	\$ 5,472
17 Supervision, Administration & Project Coordination														
	62	106	48	24	4	0	4	0	8	0	0	256	8.1%	\$ 16,948
18 STP-Local Applications														
	7	18	32	64	0	0	0	0	0	0	0	121	3.8%	\$ 5,856
Sub-Total	185	390	548	992	30	70	20	104	94	450	284	3167		
% of Hours	5.8%	12.3%	17.3%	31.3%	0.9%	2.2%	0.6%	3.3%	3.0%	14.2%	9.0%		100.0%	
	Total Cost	\$14,800	\$28,080	\$24,660	\$39,680	\$1,740	\$3,360	\$1,580	\$4,784	\$8,084	\$19,350	\$12,780		\$158,898
	Multiplier*	2.70												\$429,025
	Direct Costs (See Exhibit A-4)													\$3,742
	Subconsultants (See Exhibit A-4)													\$92,352
Total Engineering Cost:														\$525,119

* Multiplier includes Overhead and Profit

**Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove**

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer	Senior Landscape Architect	Digital Rendering Artist	Senior Drainage Engineer	Drainage Engineer	Design Technician		
1	Data Collection and Early Coordination													
A.	Collect and review previous studies, databases, GIS, existing plans.	1	2	2	4								9	13.6%
B.	Collect Land Use, Zoning, School District, Park District maps and plans.		2	2	4								8	12.1%
C.	Obtain recent digital aerial photography.			2	2							2	6	9.1%
D.	Perform two field visits including drone footage of the corridor.			6	6							6	18	27.3%
E.	Perform J.U.L.I.E. design stage request to obtain utilities in project area.			2	4								6	9.1%
F.	Prepare base map including ROW, property lines, street names, etc.	1	2	4	4							8	19	28.8%
	Sub-total Item 1	2	6	18	24	0	0	0	0	0	0	16	66	100%
2	Field Survey and Preparation of Base Maps													
	<i>Field survey will be conducted by a subconsultant - Jorgensen & Associates.</i>													
A.	Coordination with subconsultant.		4										4	4.9%
B.	Review of field survey.	1	1	4	6								12	14.6%
C.	Create project CAD files		1	4	12							16	33	40.2%
D.	Draft existing public/private utilities in base file.	1	2	6	8							16	33	40.2%
	Sub-total Item 2	2	8	14	26	0	0	0	0	0	0	32	82	100%
3	Environmental Survey Request													
A.	Prepare ESR exhibits.	1	2	8	16							18	45	38.8%
B.	40-year old building summary and photolog.		2	4	12								18	15.5%
C.	Prepare Prescreen forms.	1	2	4	8								15	12.9%
D.	Prepare Bridge Bat Assessment Form.	1	2	2	6							4	15	12.9%
E.	Prepare ESR Form and Submit Files.	1	2	6	6								15	12.9%
F.	Prepare GIS Shape Files.			2	2							4	8	6.9%
	Sub-total Item 3	4	10	26	50	0	0	0	0	0	0	26	116	100%
4	Traffic Analyses													
A.	Obtain and analyze record signal timings for all signalized intersections.					2	4						6	3.8%
B.	Perform 24-hour turning movement counts at 3 intersections.				12		4					12	28	17.7%
C.	Process and format turning movement count data. Prepare tables and exhibits.		1			2	6						9	5.7%
D.	Analyze traffic operations for 2 signalized intersections under existing volumes and signal timings for the A.M. and P.M. peak hours using HCS.	1	2			4	12						19	12.0%
E.	Conduct all-way stop warrant analysis at Checker Drive/Old Checker Road intersection.		1			2	4						7	4.4%
F.	Obtain 2050 volumes from CMAP.		2	2	2								6	3.8%
G.	Develop 2050 Build peak hour volumes. Prepare tables and exhibits.		1			2	4						7	4.4%
H.	Analyze traffic operations for 2 signalized intersections under design year traffic conditions for the A.M. and P.M. peak hours using HCS.	1	2			2	8						13	8.2%
I.	Summarize HCS delay and queuing results for existing conditions and 2050 design year traffic.		1	2		2	8						13	8.2%
J.	Prepare intersection traffic operation summary memo and submit to LCDOT.	2	4	8		4	8					4	30	19.0%
K.	Analyze and document need for midblock and controlled pedestrian crossings following IDOT Policy TRA-23.	2	2	4	6	4	2						20	12.7%
	Sub-total Item 4	6	16	16	20	24	60	0	0	0	0	16	158	100.0%

WORKHOUR ESTIMATE

Exhibit A-3

Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer	Senior Landscape Architect	Digital Rendering Artist	Senior Drainage Engineer	Drainage Engineer	Design Technician		
5	Crash Analyses													
A.	Collect most recent 5 years of crash data available from the Village.		2	2									4	3.1%
B.	Tabulate data and prepare collision diagrams for all signalized intersections and segments in between. Include one additional update.		2	8	36								46	35.9%
C.	Prepare roadway lighting warrant analysis.			2	2								4	3.1%
D.	Perform pedestrian and bicycle safety analysis.		2	4	4								10	7.8%
E.	Perform Highway Safety Manual analysis as required by IDOT for 3 intersections and 2 segments. Assume one revision.	2	2	12	24								40	31.3%
F.	Evaluate safety improvement needs, identify countermeasures and write crash analysis text.	2	2	6	14								24	18.8%
Sub-total Item 5		4	10	34	80	0	0	0	0	0	0	0	128	100%
6	Preliminary Environmental Site Assessment													
	<i>Preliminary Environmental Site Assessment will be conducted by a subconsultant - A3 Environmental Consultants, LLC</i>													
A.	Coordination with subconsultant.		2										2	25.0%
B.	Review of PESA report.		2	2	2								6	75.0%
Sub-total Item 6		0	4	2	2	0	0	0	0	0	0	0	8	100%
7	Wetlands Investigation													
	<i>Wetland investigations will be conducted by a subconsultant - A3 Environmental + Olson Ecological Joint Venture</i>													
A.	Coordination with subconsultant.		2										2	5.3%
B.	Review of subconsultant materials.		2	2	2					1			7	18.4%
C.	Prepare WIE exhibits.		1	2	4								7	18.4%
D.	Prepare online WIE form.		1	2	2								5	13.2%
E.	Submit WIE exhibits and form to Village for review. Assume one revision.	1	1	2	2					1		4	11	28.9%
F.	Submit WIE exhibits and form to IDOT. Assume one revision.	1	1	2	2								6	15.8%
Sub-total Item 7		2	8	10	12	0	0	0	0	2	0	4	38	100%
8	Pavement Investigation													
	<i>Pavement investigations will be conducted by a subconsultant - Midland Standard Engineering and Testing, Inc.</i>													
A.	Coordination with subconsultant.		2										2	4.8%
B.	Review of deliverables.	1	2	2	2								7	16.7%
C.	Pavement design analysis and recommendations for roadway pavement and proposed bike path pavement.	1	4	8	20								33	78.6%
Sub-total Item 8		2	8	10	22	0	0	0	0	0	0	0	42	100%

**Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove**

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer	Senior Landscape Architect	Digital Rendering Artist	Senior Drainage Engineer	Drainage Engineer	Design Technician		
9	Geometric Design Studies													
A.	Prepare concept horizontal roadway and bicycle/pedestrian facility geometrics on topographic base sheets. Includes a typical section comparison and an assessment of impacts and conflicts on each side of the roadway to determine a preferred improvement.	2	4	12	48							8	74	13.3%
B.	Prepare detailed horizontal roadway and shared-used path geometrics on topographic base sheets for the preferred improvement.	2	8	16	48							8	82	14.7%
C.	Define vertical geometrics for the roadway and multi-use path including detailed analysis of proposed cross sections for the preferred improvement.	2	8	32	80							8	130	23.4%
D.	Evaluate the existing sidewalk for ADA/PROWAG compliance.	2	4	16	36								58	10.4%
E.	Determine right-of-way acquisition and grading easement limits.		2	2	2								6	1.1%
F.	Quantify environmental impacts.		2	2									4	0.7%
G.	Design vehicles turning-template analysis at side street locations.			2	2								4	0.7%
H.	Prepare plan and profile exhibits.	2	4	6	10							24	46	8.3%
I.	Field visits to verify proposed plan considerations. Assume 2 visits.			4	4								8	1.4%
J.	Prepare ADA Ramp Detail sheets at two corners of the IL Route 83 intersection with Checker Drive. Assume one revision including disposition of comments.	2	4	12	40								58	10.4%
K.	Assume 2 ADA Statements of Maximum Extent Practicable (MEP) (BDE 3101) will be submitted to IDOT for approval. Assume one revision including a disposition of comments.	2	2	4	8							4	20	3.6%
L.	Prepare BDE 3100 Design Exception Forms and submit to IDOT for approval. Assume two design exceptions will be needed. Assume one revision including a disposition of comments.	2	2	4	8							4	20	3.6%
M.	Submit detailed geometric plan sheets to the Village for review. Includes up to 3 revisions.	2	4	8	16							16	46	8.3%
	Sub-total Item 9	18	44	120	302	0	0	0	0	0	0	72	556	100%
10	Cost Estimates													
A.	Update 2023 STP Funding Application Cost Estimate.		2	16	48		2			2	8		78	53.4%
B.	Update Cost Estimate for Draft PDR.		2	4	12		2			2			22	15.1%
C.	Update the Detailed Cost Estimate for Final PDR.		2	4	12		2			2			22	15.1%
D.	QA/QC of Cost Estimates.	8	12			2				2			24	16.4%
	Sub-total Item 10	8	18	24	72	2	6	0	0	8	8	0	146	100%

Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer	Senior Landscape Architect	Digital Rendering Artist	Senior Drainage Engineer	Drainage Engineer	Design Technician		
11	Drainage Studies													
	<i>Existing Drainage Plan</i>													
A.	General Location Drainage Map Exhibit									1	8		9	1.7%
B.	Obtain Contour Mapping										8		8	1.5%
C.	Develop Watershed Divides									1	8		9	1.7%
D.	Identify Drainage Outlets									1	8		9	1.7%
E.	Identify Drainage Problems									1	8		9	1.7%
F.	Identify Floodplains										4		4	0.8%
G.	Field Inspection									4	8		12	2.3%
H.	Existing Drainage Plan (plan view, 1" = 50' Scale)	2	2	2						8	80		94	17.7%
	<i>Proposed Drainage Plan</i>													
A.	Develop Design Criteria									1	8		9	1.7%
B.	Outlet Evaluation									1	8		9	1.7%
C.	Identify ROW Requirements									2	12		14	2.6%
D.	Storm Sewer Evaluation									4	24		28	5.3%
E.	Address Project Compliance with LCWDO									2	12		14	2.6%
F.	Complete Major Waterway Crossing Analysis									4	40		44	8.3%
G.	Proposed Drainage Plan (Plan over Profile)									16	120		136	25.7%
H.	Meeting with Village to Review EDP/PDP	2	2							4	4		12	2.3%
I.	Meet with LCSMC (if necessary).		2							2	2		6	1.1%
J.	Submit Final EDP/PDP and Drainage Technical Memorandum		2	2						8	40		52	9.8%
K.	Separate Location Drainage Tech Memo to IDOT for IL 83 Intersection. Assume one revision and the preparation of a disposition of comments.	2	4							6	40		52	9.8%
	Sub-total Item 11	6	12	4	0	0	0	0	0	66	442	0	530	100%
12	Section 4(f) Evaluation													
A.	Complete <i>de minimis</i> report template.	6	16	24	30								76	41.3%
B.	Prepare photolog.		2	4	6								12	6.5%
C.	Prepare Section 4(f) exhibits.		2	4	6							16	28	15.2%
D.	Address public comments.	2	2	4	8								16	8.7%
E.	Submit draft <i>de minimis</i> document to Village for review. Assume one revision.		2	8	12								22	12.0%
F.	Provide a draft letter to the OWJ (Village) for concurrence signature.	2	2	2									6	3.3%
G.	Submit documentation to IDOT/FHWA for approval. Assume one revision and preparation of a disposition of comments.	2	4	6	12								24	13.0%
	Sub-total Item 12	12	30	52	74	0	0	0	0	0	0	16	184	100.0%
13	Draft Project Development Report													
A.	Write, proofread and edit the Draft PDR.	2	2	16	28					4			52	27.5%
B.	Prepare report exhibits.		2	8	12		2	2				20	46	24.3%
C.	Compile appendices.			8	14		2						24	12.7%
D.	Prepare Design Exception Guideline (BLR 22000)			2	4								8	4.2%
E.	Prepare Design Exception forms (BLR 22120).		2	4	8							4	18	9.5%
F.	Provide Draft PDR for Village review. Includes QA/QC before submittal.	1	4	2	6								13	6.9%
G.	Provide a disposition of comments and revise Draft PDR up to one time. Includes QA/QC before submittal to IDOT.	2	2	4	8							8	24	12.7%
H.	Attend review meeting/phone conference with the Village and IDOT, if required.		2	2									4	2.1%
	Sub-total Item 13	5	16	46	80	0	4	2	0	4	0	32	189	100.0%

WORKHOUR ESTIMATE

Exhibit A-3

Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer	Senior Landscape Architect	Digital Rendering Artist	Senior Drainage Engineer	Drainage Engineer	Design Technician		
14	Meetings and Coordination													
A.	IDOT Kickoff Meeting - includes attendance and preparation.	2	2	4	6								14	9.9%
B.	Village Coordination Meetings - Assume 12 bi-monthly meetings.	12	12	12	12								48	33.8%
C.	LCDDOT - Assume email coordination and two virtual meetings.	4	8	2	4								18	12.7%
D.	FHWA/IDOT Coordination Meeting including preparation of Coordination Meeting Data form (BLR 22410).	2	4	6	10								22	15.5%
E.	Phone/email coordination with police and fire, schools, park district, etc. to discuss project and potential detours and construction staging.			4	4								8	5.6%
F.	IDOT Detour Committee Meeting	2	2	2	4								10	7.0%
G.	FHWA/IDOT Coordination Meeting to obtain approval of Design Exceptions/MEP's.	2	2	2	4								10	7.0%
H.	Coordination with IDOT regarding processing of submittals and reviews.	2	8							2			12	8.5%
	Sub-total Item 14	26	38	32	44	0	0	0	0	2	0	0	142	100.0%
15	Public Involvement													
A.	Selection of and coordination with meeting venue		2	2									4	1.4%
B.	Preparation and distribution of public meeting notification letters to area residents and businesses.	1	2	6	8							8	25	8.5%
C.	Preparation of public meeting newspaper legal notice advertisement or similar.	1	2	2	2								7	2.4%
D.	Preparation of public meeting brochure.	2	2	4				2	4			12	26	8.8%
E.	Preparation of public meeting exhibits. Includes four digital rendered photo views.	2	6	10	24			12	100			24	178	60.5%
F.	Attendance at public information meeting.	6	6	6	6							6	30	10.2%
G.	Preparation of meeting summary and disposition of comments.	2	2	4	8								16	5.4%
H.	Provide public meeting materials to Village for inclusion on website.		2	2								4	8	2.7%
	Sub-total Item 15	14	24	36	48	0	0	14	104	0	0	54	294	100.0%
16	Final Project Development Report													
A.	Prepare a disposition of IDOT comments on the draft PDR.		2	2	4								8	7.2%
B.	Revise, proofread and edit the draft PDR report.		2	8	16					4			30	27.0%
C.	Revise draft PDR exhibits and appendices.			4	12							12	28	25.2%
D.	Provide Pre-Final PDR for Village approval. Includes QA/QC before submittal.	2	4	2									8	7.2%
E.	Provide a disposition of Village comments and revise Pre-Final PDR up to one time. Includes QA/QC before submittal to IDOT.	2	2	4	8							4	20	18.0%
F.	Prepare Checklist for Determination of State/Federal Approved Categorical Exclusions (BLR 19110).	1	2	2	6								11	9.9%
G.	Submit Final PDR to IDOT for Design Approval.		2	2	2								6	5.4%
	Sub-total Item 16	5	14	24	48	0	0	0	0	4	0	16	111	100.0%
17	Supervision, Administration & Project Coordination													
A.	Project setup.	2	2										4	1.6%
B.	Monthly invoicing and status report. Assume 24 months.	4	24	24									52	20.3%
C.	In-House Coordination meetings. Assume 3 people, 24 meetings, 1 hour/each.		24	24	24								72	28.1%
D.	Regular client coordination as needed including preparation, attendance and summary email. Assume 2 people, 24 remote meetings, 1 hour/each.	24	24										48	18.8%
E.	QA/QC Reviews.	32	32			4		4		8			80	31.3%
	Sub-total Item 17	62	106	48	24	4	0	4	0	8	0	0	256	100.0%

Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove

WORKHOUR ESTIMATE
PHASE I ENGINEERING

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer	Senior Landscape Architect	Digital Rendering Artist	Senior Drainage Engineer	Drainage Engineer	Design Technician		
18	STP-Local Applications													
A.	Prepare two STP-Local applications in next call for projects.	4	10	24	60								98	81.0%
B.	Coordination with LCCOM for quarterly STP funding updates.	2	6	6									14	11.6%
C.	Prepare PPI Form.	1	2	2	4								9	7.4%
	Sub-total Item 18	7	18	32	64	0	0	0	0	0	0	0	121	100.0%
	Total Hours:	185	390	548	992	30	70	20	104	94	450	284	3167	
	% of Hours:	5.8%	12.3%	17.3%	31.3%	0.9%	2.2%	0.6%	3.3%	3.0%	14.2%	9.0%	100.0%	

Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove

**DIRECT COSTS AND SUBCONSULTANT SERVICES
PHASE I ENGINEERING**

				Direct Cost	Subconsultant Expense
Item 1	Early Coordination and Data Collection				
Mileage					
	2 Trips @	40 miles @	\$0.670	\$53.60	
Item 2	Field Survey and Preparation of Base Maps				
	Subconsultant expense - Jorgensen & Associates				\$60,927.38
	See Attachment B				
Item 4	Traffic Analyses				
Miovision Processing					
	3 Intersections	\$410.00		\$1,230.00	
Mileage					
	2 Trips @	40 miles @	\$0.670	\$53.60	
Item 6	Preliminary Environmental Site Assessment				
	Subconsultant expense - A3 Enviromental Consultants				\$4,750.00
	See Attachment C				
Item 7	Wetlands Investigation				
	Subconsultant expense - A3 Enviromental + Olson Ecological Joint Venture LLC				\$6,025.00
	See Attachment D				
Item 8	Pavement Investigation				
	Subconsultant expense - Midland Standard Engineering and Testing, Inc.				\$20,650.00
	See Attachment E				
Item 9	Geometric Design Studies				
Mileage					
	2 Trips @	40 miles @	\$0.670	\$53.60	
Item 11	Drainage Studies				
Mileage					
	2 Trips @	40 miles @	\$0.670	\$53.60	
Item 15	Public Involvement				
Mileage					
	4 Trips @	40 miles @	\$0.670	\$107.20	
Legal Ad	2 each @	\$250.00		\$500.00	
Location Rental Fee	1 each @	\$500.00		\$500.00	
Printing	500 sheets @	\$0.50		\$250.00	
Public Meeting Supplies (foam core board, easels, etc.)				\$500.00	
Postage					
1 meetings @ 500 letters					
500 letters	\$0.68			\$340.00	
10 Certified Letters	\$10.00			\$100.00	
TOTAL:				\$3,742	\$92,352

**DIRECT COSTS AND SUBCONSULTANT SERVICES
EXHIBIT A-4**

April 2024

Attachment B

Jorgensen & Associates



JORGENSEN & ASSOCIATES, INC.
LAND SURVEYORS
Est. 1990

April 4, 2024

Mr. Sven D Zimdahl, P.E.
Civiltech Engineering, Inc.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143

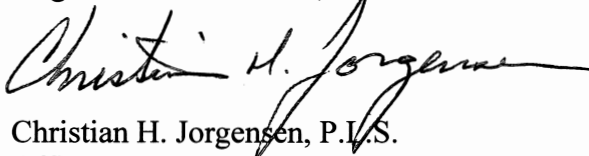
Re: Village of Buffalo Grove – Checker Drive Survey Proposal

Dear Mr. Zimdahl:

Enclosed please find our proposal to prepare a topographic survey for the referenced project. Our proposal is based on your email of March 29th.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.



Christian H. Jorgensen, P.L.S.
Office Manager

CHJ/pt

Enclosures

E:\Civiltech\Buffalo Grove\Checker Dr\Letter

Route: Checker Drive
Section: Arlington Heights Road to Illinois Route 83
County: Lake
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.80%
State Unemployment Compensation _____	0.26%
Federal Unemployment Compensation _____	0.13%
Workmen's Compensation Insurance _____	1.32%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	12.30%
Bonus _____	3.96%
401(K) _____	0.96%
Group Insurance _____	<u>38.95%</u>
Total Payroll Burden & Fringe Costs	69.69%

Route: Checker Drive
 Section: Arlington Heights Road to Illinois Route 83
 County: Lake
 Job No.:

Exhibit "B"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	5.89%
Depreciation _____	5.04%
Indirect wages and salaries _____	40.10%
Office Expenses _____	0.80%
Office Supplies _____	3.13%
Dues & Subscriptions _____	1.33%
Computer Software _____	4.95%
Professional Fees _____	1.11%
Telephone _____	2.41%
Fees, license & dues _____	0.03%
Repairs and maintenance _____	0.03%
Business space rent _____	5.29%
Facilities - capital _____	0.29%
Survey Supplies _____	2.25%
Automobile/travel expense _____	4.60%
Miscellaneous Expense _____	0.84%
State Income Tax _____	-0.75%
Recruiting _____	0.21%
Postage _____	0.15%
Educational & Professional Registrations _____	0.08%
Sale of Assets _____	<u>-8.85%</u>
 Total Overhead	 68.94%

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME Jorgensen & Associates, Inc.
PRIME/SUPPLEMENT Prime

DATE 04/03/24
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 4/3/2024
RAISE DATE 4/3/2025

OVERHEAD RATE 138.63%
COMPLEXITY FACTOR _____
% OF RAISE 0.00%

ESCALATION PER YEAR

4/3/2024 - 4/3/2025				
12 12				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

04/03/24

FIRM NAME

PRIME/SUPPLEMENT

Prime

PSB NO.

ESCALATION FACTOR

0.00%

[illegible]

0

DBE 0.00%

FIRM	<u>Jorgensen & Associates, Inc.</u>
PSB	<u></u>
PRIME/SUPPLEMENT	<u>Prime</u>

SHEET 1 OF 1

Bureau of Design and
Environment (Rev. 05/08/15) Page 330 of 387

Route: Checker Drive
Section: Arlington Heights Road to Illinois Route 83
County: Lake
Job No.:

**Manhour Breakdown
Topographic Survey Estimate**

Checker Drive $\pm 6,600' = \pm 1.250 \text{ miles}$

Total Length $\pm 6,600' = \pm 1.250 \text{ miles}$

1. Field – Topographic Survey

- a. Measure traverse, level circuit & G.P.S. survey
24 hours x 2 men = 48 MH
- b. Search & locate existing R.O.W. lines
66 hours x 2 men = 132 MH
- c. Locate hydraulic sections
5 hours x 2 men = 10 MH
- d. Locate existing topography & inverts
161 hours x 2 men = 322 MH

Sub-total Item #1 512 MH

2. Office - Compile Field Data

- a. Compute traverse, level circuit & G.P.S. survey
9 hours x 1 man = 9 MH
- b. Edit & compile field data
27 hours x 1 man = 27 MH
- c. Research records
2 hours x 1 man = 2 MH
- d. Compute existing R.O.W. lines
57 hours x 1 man = 57 MH

Sub-total Item #2 95 MH

3. Office - Create Existing Topography Base File

a. Layout and drafting

56 hours x 1 man =

56 MH

4. Office - Create T.I.N. & Contours

a. Compute contours

6 hours x 1 man =

6 MH

5. QC/QA

a. Check topographic survey & contours

19 hours x 1 man =

19 MH

Total All Items

688 MH

Route: Checker Drive
Section: Arlington Heights Road to Illinois Route 83
County: Lake
Job No.:

**Breakdown of
In House Direct Costs**

Item

1. Field – Topographic Survey

a. Trips to project site – 32 each
 ± 55 miles/trip x 32 trips = $\pm 1,760$ miles
 $\pm 1,760$ miles @ \$0.67/mile = \$ 1,179.20

2. Office – Compile Field Data

a. Subdivisions and deeds = \$ 350.00

Total All Items \$ 1,529.20

Attachment C

A3 Environmental Consultants LLC



A3 Environmental, LLC
T: (888) 405-1742
F: (630) 507-9003
Info@A3E.com

April 10, 2024

Civiltech Engineering, Inc.
Sven Zimdahl
Two Pierce Place, Suite 1400
Itasca, IL 60143

Proposal - Preliminary Environmental Site Assessment (PESA)

Checker Drive Phase I
Buffalo Grove, IL 60089

Dear: Mr. Zimdahl:

A3 Environmental, LLC (A3E) is pleased to submit this proposal to perform a PESA for the Checker Drive Phase I project located in Buffalo Grove, IL ("Project Area"). To authorize A3E to proceed with this PESA, please sign and date this proposal and forward the entire agreement by email to A3E.

SCOPE OF WORK

The PESA will include a thorough regulatory database review of all federal and state database listings for the Project Area which is located in the corridor along an estimated 1.2 mile of Checker Drive. Specifically, the project is located in Buffalo Grove along Checker Drive from Arlington Heights Road to IL Route 83 (McHenry Road). This proposed project scope is to reconstruct Checker Drive within the project limits, complete ADA sidewalk ramp improvements, and add a bikepath on one side of the roadway. The culvert located between Arbor Gate Lane and Burnt Ember Lane will be extended and an ornamental fence added to provide the required lateral clearance for the shared-use path from the roadway. Storm sewer replacement, watermain replacement and sewer lining will be completed within the project limits. The PESA will additionally include a review of available fire insurance maps, aerial photographs, topographic maps, and a site visit. A3E will complete an analysis and interpretation of the reviewed database listings and historical documents to identify potential environmental concerns in the Project Area.

PROJECT FEES & TURNAROUND

Outlined in the table below is the associated turnaround time and price point for this project. The project reflects a lump sum price point. Additional fees do not apply unless otherwise agreed upon between A3E and the client.



A3 Environmental, LLC
T: (888) 405-1742
F: (630) 507-9003
Info@A3E.com

Service Type	Duration (Business Days)	Subject Property Address	Price
PESA	15	Buffalo Grove IL 60089	\$4,750.00

Any clientele other than those previously established with A3E are subject to payment via credit card. These payments are collected prior to the start of the project. If and when credit card payment is processed, A3E will provide a transaction receipt to said client.

Alternatively, payment can be accepted via mailed check (made out to A3 Environmental, LLC, 3030 Warrenville Road Suite 418 Lisle, IL 60532). Please note, that the project will not start until payment has been received and cleared by our company bank account.

TERMS & CONDITIONS

Client is responsible for understanding the entirety of this formal proposal including all incorporated and referenced documents as well as the applicable industry standards to which the work is performed. By signing this proposal, the Client confirms that they have read and accepted A3E's Standard Terms & Conditions.

Additionally, the Client acknowledges that in the event the project is discontinued for whatever reason, A3E will install a refund based on the progress made (e.g. "from time of acceptance to time of cancellation").

CLIENT ACCEPTANCE & AUTHORIZATION

X_____ Date:_____

Please return via email to Info@A3E.com. If any issues or questions arise, please contact us at 888-405-1742.

A3 Environmental Standard Terms and Conditions 2024

1. Estimated Fees

Unless the Scope of Work provides otherwise, the Estimated Fees contained therein constitute A3 Environmental's estimate of the probable cost required to complete the proposed Project. The Estimated Fees identified in A3 Environmental's proposal shall not be deemed to be either a guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing the Project. However, in performing any Project, A3 Environmental will not perform work for which it will charge more than the Estimated Fees without the client's written approval.

2. Professional Services Charges

Where the payment for A3 Environmental's services is to be calculated on a time and material or cost reimbursement basis, the following commercial terms shall apply:

- a. Where any agreement is based on the hourly or unit rate of specific individuals, equipment or inventory items, normal and customary increases will become effective immediately upon notice to the Client and will be reflected in A3 Environmental's next invoice submitted to the Client.
- b. Expenses properly chargeable to the Project shall include: reasonable travel, lodging and meal expenses of A3 Environmental personnel related to the Project; shipping costs; reproduction and photographic costs; agency fees; map costs; equipment rental costs, telephone charges; materials and supplies purchased specifically for the Project. In addition, professional, analytical and technical subcontractors and advisors retained in connection with the Project ("Third Party Expenses") shall be reimbursed by the Client. The Client shall also pay to A3 Environmental a fee of up to 15 percent of such Third Party Expenses for handling and administrative charges related thereto. If A3 Environmental services are subject to local or state taxes or fees, these additional costs will be charged to the Project and reimbursed by the Client.
- c. If A3 Environmental personnel are called or subpoenaed for depositions, examination, court appearances, or otherwise to appear to testify in proceedings in connection with the Project, A3 Environmental shall be paid on a time and material basis in accordance with A3 Environmental's standard billing rates for such matters.
- d. If A3 Environmental is requested to provide further copies of its reports and other deliverables subsequent to the termination of a project for which such materials were already delivered, A3 Environmental reserves the right to charge a reasonable fee to retrieve, duplicate and deliver such information.

3. Invoices

Invoices will be submitted to the Client on a monthly basis and shall be payable upon receipt, unless other terms have been agreed to in writing. Unpaid balances shall be considered past due 30 days after the invoice date. Past due balances shall be subject to an interest rate of 1.5 percent per month or the maximum permissible under state law, whichever is less. Payments received will be applied first to any accrued interest with the balance of the payment then applied to any unpaid fees. In addition, A3 Environmental may, after giving seven (7) days written notice, suspend services under any agreement without liability until all past due accounts (including fees and accrued interest) have been paid. Timely payment is an essential condition of Client's performance of any agreement between A3 Environmental and Client. In the event A3 Environmental must take legal action to be paid for its services and prevails, the Client shall reimburse all costs associated with such action including attorney fees and court costs.

4. Information and Access

- a. Upon request of A3 Environmental, Client shall furnish or cause to be furnished to A3 Environmental all documents and information in Client's possession or control that relate to the identity, location, quantity, nature or characteristics of any hazardous substance or waste at, on or under the Site. In addition, upon request of A3 Environmental, to the extent within Client's possession or control, Client shall furnish or cause to be furnished to A3 Environmental all existing reports, data, studies, plans, specifications, documents and other information of surface or subsurface conditions including but not limited to the location of all subsurface structures such as pipes, tanks, cables, and utilities, required by A3 Environmental for proper performance of its services. A3 Environmental shall be responsible for

requesting utility markings from all applicable utility marking services prior to the performance of its services hereunder.

- b. A3 Environmental and its subcontractors shall be entitled to rely upon Client provided documents and information in performing the services required under this contract, and Client shall be responsible for the accuracy and completeness of such documents. A3 Environmental assumes no responsibility or liability for such accuracy or completeness. Client provided documents shall remain the property of the Client.
- c. Client shall provide for right of entry and access to the Site for A3 Environmental, its agents, employees, and subcontractors, and all necessary equipment and personnel, in order to perform the Scope of Work. A3 Environmental shall take all reasonable precautions to minimize damage to the Site from use of equipment, but the parties understand and agree that in the normal course of work some damage may occur. Any claims for damages are subject to section 9 below.

5. Subcontractors and Consultants

A3 Environmental may employ subcontractors and consultants to perform portions of the Scope of Work.

6. Permits and Licenses

A3 Environmental shall secure all permits, approvals and licenses, and shall require its subcontractors and consultants, if any, to secure all permits and licenses necessary for performance of the Scope of Work. A3 Environmental shall comply with all municipal, state, and federal ordinances, laws, statutes, rules and regulations that are applicable to the Scope of Work.

7. Warranty

- a. A3 Environmental is an independent contractor and A3 Environmental's services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards for firms engaged in similar work. This warranty is in lieu of all other warranties either expressed or implied.
- b. A3 Environmental shall correct any defects in the materials or in services that are not performed in accordance with the foregoing warranty at no additional charge to Client. Any claims pursuant to the Scope of Work must be in writing and received by A3 Environmental within one (1) year of the completion of the Scope of Work or such claims shall be deemed waived.

8. Insurance

A3 Environmental has furnished Client certifications of insurance reflecting the limits of insurance coverage A3 Environmental has obtained, and which shall remain in full force and effect during the term of this contract for the following types of insurance: worker's compensation insurance (as required by the laws of the state where the work is performed); professional liability insurance; comprehensive general liability insurance and automobile liability insurance.

9. Indemnity

- a. A3 Environmental shall indemnify, defend and hold Client harmless from and against all claims, suits and proceedings, and any losses or damages actually incurred by Client, which are caused by A3 Environmental's negligent acts, errors and omissions, or those of its agents or employees in the performance of this contract provided; however, that A3 Environmental's liability under this subparagraph:
 - Shall not exceed the fees charged by A3 Environmental for the projects, or \$10,000.00, whichever sum is less;
 - Shall be paid from and limited to the proceeds of the applicable policy of insurance provided for and in effect pursuant to this contract;
 - Shall not include any loss or damages for lost profits or exemplary, punitive or consequential damages of any kind or nature; and
 - Shall apply only if Client notifies A3 Environmental in writing of its claim for indemnity within one (1) year of completion of the Scope of Work.

A3 Environmental Standard Terms and Conditions 2024

- b. Client shall indemnify, defend and hold A3 Environmental harmless from and against all claims, suits and proceeds, and any damages or losses incurred by A3 Environmental including but not limited to any claims, damages or costs for damages or losses to any subsurface structures or utilities, which are caused by the acts, errors or omissions of Client, its agents or employees, and the work of any third parties obligated directly to Client to perform work at or about the Site provided; however, that Client's liability under this subparagraph:

- Shall not include any loss or damages for lost profits or exemplary, punitive or consequential damages of any kind or nature; and
- Shall apply only if A3 Environmental notifies Client in writing of its claim for indemnity within one (1) year of completion of the Scope of Work.

- c. Absent A3 Environmental's negligence, Client acknowledges that A3 Environmental has neither created nor contributed to the creation or existence of any type of hazardous or toxic waste, material or substances, or any other type of environmental hazard or pollution at Client's Site or in connection with the Scope of Work; and it is understood and agreed by Client that A3 Environmental shall have no liability with respect thereto. Client shall indemnify, defend and hold A3 Environmental harmless for all claims, suits and proceedings, and any losses or damages actually incurred by A3 Environmental in connection with any such matters other than for A3 Environmental's own negligence or willful misconduct.

10. Limits of Liability/Binding Arbitration / Fee Recovery

In the event any dispute arises out of or relates to the Scope of Work, then except as provided herein, it is mandatory that such dispute be submitted to arbitration for resolution. Notice of a demand for arbitration submitted in accordance with the provisions of this paragraph shall be given from one party to the other in writing within one year of the Scope of Work completion. Failure to receive the request for arbitration within one year from the date of the Scope of Work completion shall forever bar and preclude the bringing of or making any claim. The arbitration shall be conducted pursuant to the Construction Industry Arbitration Rules as set out by the American Arbitration Association and take place in Lisle, Illinois. A single arbitrator shall preside. In the event that a dispute is submitted to arbitration pursuant to this Paragraph, the decision of the arbitrator shall be final and binding on the parties and judgment on the award of the arbitrator may be entered in any court of competent jurisdiction. The prevailing party in such arbitration shall be entitled to receive its reasonable attorney fees from the non-prevailing party. Notwithstanding the foregoing, A3 Environmental may initiate legal action in any court of competent jurisdiction, whether in small claims or otherwise, for the recovery of unpaid fees, costs and reimbursements owed by the Client to A3 Environmental.

11. Force Majeure

Costs and schedule commitments shall be extended for delays caused by Client's failure to provide information or access to the Site as required; or by Client's delay in responding to a Change Order request; or for delays caused by changes in the waste stream or unforeseen conditions at the Site; or by Acts of God (including but not limited to fire, flood, plague of locusts and/or frogs, earthquake, storm, hurricane, pandemic or other natural disaster), rapture, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service, action, inaction or regulations of any governmental agency; or any other cause beyond A3 Environmental's control. If work stoppage or interruption caused by any of the above result in additional costs and/or time to complete the Scope of Work beyond that set forth in this Contract, A3 Environmental shall be entitled to a reasonable adjustment in its fees and work schedule.

12. Title to Materials

Materials removed from the Site, including but not limited to soils, water, samples and cuttings shall remain the property of the Client. When off-site treatment, storage or disposal is required, A3 Environmental shall, using a manifest signed by Client as generator, assist Client in having such materials

transported or arrange for transportation to a location selected by Client at the Client's expense.

13. Information and Access

A3 Environmental agrees that its observations of Client's operation, plant and equipment, and its receipt of any documentation pertaining to Client's business operations, shall be held in strict confidence, and not be disclosed to any other party except to the extent such information may:

- a. Be or later become part of the public domain; or
- b. Be already lawfully in the possession of A3 Environmental at the time it was acquired hereunder; or
- c. Be required by law or court order to be publicly disclosed.

14. Termination by Client

The Client may terminate this contract after giving seven (7) days written notice to A3 Environmental.

15. Termination by A3 Environmental

A3 Environmental, for any of the following reasons, after giving seven (7) days notice to the Client, shall have the right to stop the Project/ performance under the Scope of Work and/or terminate this Contract:

- a. If Client shall fail to pay A3 Environmental in accordance with the payment terms set forth herein; or
- b. If Client is or becomes the subject of a voluntary or involuntary bankruptcy, becomes insolvent, admits its inability to pay its expenses or makes general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency.

16. Effect of Termination by Client or A3 Environmental

In the event Client or A3 Environmental terminates this Contract or stops the Project / Scope of Work under the conditions set forth in paragraphs 14 or 15 above, Client shall remain obligated to pay A3 Environmental for all portions of the Scope of Work performed, for all of A3 Environmental's obligations under any subcontracts or consulting agreements and any of A3 Environmental's costs (including any which A3 Environmental was unable through reasonable efforts to cancel), and for any additional reasonable costs of demobilization incurred by A3 Environmental.

17. Reference

A3 Environmental upon obtaining Client permission to do so shall have the authority to use Client's name as a client and a general description of the Project, work or service performed as reference for other prospective clients.

18. Severability

If any provision of this Contract shall to any extent be held invalid, the remainder of this Contract shall not be affected thereby, and each remaining provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

19. Survival

The parties' respective obligations, as set forth in these Standard Terms and Conditions, including Client's obligation to pay A3 Environmental for work A3 Environmental has performed, shall survive the termination or expiration of this Contract.

20. Applicable Law; Conflict of Provisions

This Contract and performances thereunder, shall be governed by and construed in accordance with the laws of the State of Illinois. In the event any of these Terms and Conditions shall conflict with any Independent Contractor or Master Service Agreement entered into between the Client and A3 Environmental with regard to the Scope of Work (an "Applicable Contract") the terms of the Applicable Contract shall control.

Attachment D

A3 Environmental Consultants + Olson Ecological Joint Venture



A3E
OLSON ECOLOGICAL
JOINT VENTURE LLC

A3E OLSON ECOLOGICAL
JOINT VENTURE LLC
T: (630) 507-9002
www.a3e.com

April 10, 2024

Sven D. Zimdahl, P.E.
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, IL 60143

**RE: *Proposal – Checker Drive Wetland Delineation
Buffalo Grove, Illinois***

A3 Environmental Olson Ecological Joint Venture (A3E+OES) is pleased to submit this proposal to delineate wetlands and waterways associated with the client's project site and create a report detailing the findings for submittal to regulators. The project site is approximately 5.6 acres located on Checker Drive between Arlington Heights Road and IL Route 83, Buffalo Grove, Cook County, Illinois. We will delineate the project site plus a 100-foot buffer surrounding it for a total area of 36.3 acres to be delineated.

Desktop Analysis

The desktop analysis will be conducted prior to the field assessment. It will determine the rainfall conditions, floodplain boundaries, hydric soils, topography, wetlands on the National Wetlands Inventory, signs of aquatic resources on aerial imagery, and specific regulatory requirements for aquatic resource delineations for the site. A3E+OES will also perform an offsite wetland determination to find areas with potential wetlands, followed by field verification.

Aquatic Resource Delineation & Report

A3E+OES will delineate aquatic resources found at the project site as shown in the attached map. As part of this process, we will conduct a desktop analysis and field assessment of the site and suspected aquatic resources and write a report to communicate our findings.

Field Assessment. The field assessment will be a full aquatic resource delineation in accordance with the U.S. Army Corps of Engineers (USACE) Chicago District standards using the USACE Midwest Regional Supplement. This includes:

- Scout the site to determine potential aquatic resources and upland locations.
- Flag and analyze data points based on soils, hydrology, and vegetation.
- Stake the boundaries of any aquatic resources using pink delineation flags.
- Use a Trimble GPS unit to record data and boundary points which will be reflected in a map.
- Survey the plant community of each wetland found and creation of a Floristic Quality Assessment (FQA)."



A3E
OLSON ECOLOGICAL
JOINT VENTURE LLC

Aquatic Resources Delineation Report. The aquatic resource delineation report shall communicate the findings of the desktop analysis and field assessment and is intended for use by regulators to determine any permits or certifications that apply to the project. The report will include the following figures and appendices: location map, US Geological Survey topographic map, National Wetlands Inventory map, soil survey map, recent aerial photographs showing current and historic site conditions and aquatic resource delineation results, rainfall determination, data sheets, ground photographs, and floristic quality assessment.

Deliverable: A3E+OES will deliver a PDF version of the wetland delineation report to the client. If requested by the client, A3E+OES will submit the report to regulating agencies.

Cost Breakdown – Estimated Fees:

Desktop Analysis, Aquatic Resource Delineation & Report	\$6,025.00
TOTAL	\$6,025.00

PROJECT AUTHORIZATION

To authorize the project, please indicate by signing below. Please return the signed proposal by email to Colleen Stull (colleen@a3e.com). A3E+OES appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If you have any questions, please call us at (630) 507-9002.

Sincerely,

A3 Environmental Olson Ecological Joint Venture

Colleen Stull
Senior Project Manager

Attachments: Map of Areas to be Delineated, Terms & Conditions

Client Authorization

Name: _____

Signature: _____

Title: _____

Date: _____



A3E
OLSON ECOLOGICAL
JOINT VENTURE LLC

Map of Area to be Delineated





Terms and Conditions

1. **FEES, INVOICES AND PAYMENTS:** The Services will be performed either on a time and materials or lump sum basis, whichever is referenced in the attached proposal, with compensation due for all goods, services and expenses provided by A3E+OES. The attached Exhibit A shall contain estimated costs which may be applicable, upon written consent of CLIENT, in the event there is a change to the scope of the Services.
 - a. Invoices submitted by A3E+OES to CLIENT shall be due 30 days from receipt of invoice. CLIENT shall be responsible for payment of any and all taxes, except income and payroll taxes, levied against A3E+OES or its employees by any government or taxing authority in connection with said Services. A service charge equal to one and one-half percent (1½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than sixty (60) calendar days beyond the date of the invoice. Should there be any dispute as to any portion of an invoice; the undisputed portion shall be promptly paid.
 - b. A3E+OES, with seven days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due.
 - c. CLIENT's obligation to pay for the work contracted is in no way dependent upon the CLIENT's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the CLIENT's successful completion of the project.
2. **LIMITATION OF COSTS:** A3E+OES is not obligated to continue performance or incur costs beyond the estimated costs unless the CLIENT agrees in writing to a revised cost estimate.
3. **COST OPINIONS:** Any cost opinions or project economic evaluations provided by A3E+OES will be on the basis of experience and judgment, but, because A3E+OES has no control over market conditions or bidding procedures, we cannot warrant that bids, construction costs, or project economics will not vary from these opinions.
4. **CLIENT'S COOPERATION:** To assist A3E+OES in performing the Services, CLIENT shall (i) provide A3E+OES with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with A3E+OES when requested, (iii) permit A3E+OES reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENT's employees in A3E+OES's activities, and (v) notify and report to all regulatory agencies as required by such agencies.
5. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to A3E+OES, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, A3E+OES will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by A3E+OES in connection with this Agreement including, but not limited to, A3E+OES's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.
6. **RIGHT TO USE INFORMATION AND DOCUMENTS:** CLIENT may use any final reports of findings, feasibility studies or other work performed or prepared by A3E+OES under this Agreement in connection with the project and/or location indicated in the Services for which such work was prepared, but A3E+OES reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from A3E+OES for any other use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent A3E+OES from application and use of any information learned by it from the services (subject to the provisions of Section 4). All reports will be delivered subject to A3E+OES's then current limitations and disclaimers.
7. **PATENTS AND CONFIDENTIAL INFORMATION:** A3E+OES shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by A3E+OES hereunder. However, A3E+OES hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same in any of CLIENT's facilities. Information submitted to CLIENT by A3E+OES hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and A3E+OES specifically disclaims any liability therefor.



8. **DELAYS AND CHANGES IN CONDITIONS:** If A3E+OES is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions and acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by A3E+OES; or (vi) any other cause beyond the reasonable control of A3E+OES, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) A3E+OES shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on A3E+OES's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.
9. **INSURANCE:** A3E+OES agrees to purchase and maintain at its own expense general liability insurance and automobile liability insurance. Certificates of insurance will be provided to CLIENT upon request in writing. Should the CLIENT require other types of insurance coverage, limits in excess of the current limits, and/or certificates naming any other(s) than the CLIENT as additional insured parties, A3E+OES shall agree to purchase such insurance, so long as A3E+OES's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the CLIENT.
10. **RISK ALLOCATION:** CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing as a material inducement to and consideration for A3E+OES's Agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT A3E+OES'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 12 THROUGH 14 OF THIS AGREEMENT.
11. **STANDARDS OF PERFORMANCE:** A3E+OES is an independent contractor and A3E+OES's services will be performed, findings obtained, and recommendations prepared under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and General Code of Ethics of the Ecological Society of America. No other representation is expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.
12. **INDEMNITIES:** CLIENT agrees to indemnify and hold A3E+OES (including its officers, agents, representatives and employees) harmless from any liability, obligation, fine, penalty, cost, attorney fees or expenses (whether foreseen or unforeseen), claims, damages, suit and losses by third parties, which may arise as a result of the Service or which may arise by virtue of the failure of the CLIENT to perform its obligations under this Agreement or by the virtue of any event of noncompliance (known or unknown by the CLIENT) with any applicable environmental laws, standards, regulations, requirements or rules applicable to the present environmental conditions of the property on which the Service shall be conducted which has arisen as a result of the prior operation, use and/or ownership of the property by the CLIENT or A3E+OES.
13. **LIMITATIONS OF LIABILITY:** General Limitation: CLIENT'S sole and exclusive remedy for any alleged breach of warranty by A3E+OES shall be to require A3E+OES to reperform any defective services. CLIENT will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against A3E+OES on account of any design defect, error, omission, professional negligence, indemnity, or any other cause of action shall not exceed in the cumulative aggregate (including any insurance proceeds) with respect to all claims arising out of or related to this agreement the lesser of the amount of A3E+OES's fee under this agreement or \$15,000 (which amount includes any fees and costs incurred in reperforming services). The remedies in this agreement are CLIENT'S sole and exclusive remedies. All claims, including those for negligence or any other cause whatsoever shall be deemed waived unless suit thereon is filed within one (1) year after the earlier of (1) A3E+OES'S substantial completion of the services or (2) the date of A3E+OES'S final invoice. Further, A3E+OES shall have no liability for any action including disclosure of information where it believes in good faith that such action is required by professional standards of conduct, for the preservation of public health, safety or welfare, or by law.

Consequential Damages: Further and regardless of any other provision herein, A3E+OES shall not be liable for any incidental, indirect, or consequential damages (including loss of profits, decline in property value, regulatory agency fines, lost production or loss of use) incurred by CLIENT for which CLIENT may be liable to any third party occasioned by the services or by application or use of reports or other work performed hereunder.
14. **GOVERNING LAWS:** The laws of the State of Illinois shall govern this Agreement without regard to rules governing conflicts of law. In the event of any controversy or claim arising out of or relating to this Agreement, each party hereto consents to the exclusive jurisdiction of any state or federal court situated in Winnebago County, Illinois, and waives any objection based on lack of personal jurisdiction, improper venue or *forum non conveniens*, with regard to any such action.



**A3E
OLSON ECOLOGICAL
JOINT VENTURE LLC**

- 15. TERMINATION:** Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay A3E+OES for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay A3E+OES all reasonable costs and expenses incurred by A3E+OES in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs. Either party may terminate this Agreement upon a material breach by any party hereto which breach is not cured within fifteen (15) days of written Notice.
- 16. ASSIGNMENT:** Neither A3E+OES nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 17. MISCELLANEOUS:**
- a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS - The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by A3E+OES to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by A3E+OES, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, this Agreement shall govern. CLIENT may accept these terms and condition by execution of this Agreement or by authorizing A3E+OES to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by A3E+OES and shall not operate to modify the Agreement.
 - b. DISPUTES, ATTORNEY FEES – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state of Illinois. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, one hundred percent (100%) of its reasonable attorneys' fees and costs incurred in handling the dispute.
 - c. WAIVER OF TERMS AND CONDITIONS - The failure of A3E+OES or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by A3E+OES or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
 - d. NOTICES – All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three (3) business days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notices delivered by hand, by facsimile, or by nationally recognized private carrier shall be deemed given on the first business day following receipt; provided, however, that a notice delivered by facsimile shall only be effective upon confirmation of receipt by the intended recipient. All notices shall be addressed as stated on the attached proposal:
 - e. SEVERABILITY AND SURVIVAL - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

Attachment E

Midland Standard Engineering and Testing

Mr. Sven D. Zimdahl, PE
Civiltech Engineering, Inc.
 Two Park Place, Suite 1400
 Itasca, Illinois 60143
 (630) 735-3947

SCOPE OF WORK PROPOSAL

From: William Wyzgala, P.E.
**Midland Standard
 Engineering & Testing, Inc.**
 410 Nolen Drive
 South Elgin, Illinois 60177
 (847) 844-1895 f (847) 844-3875

4/3/24

Checker Drive, Arlington Heights Road to IL Route 83
 Buffalo Grove, Illinois

For approximately 6600 lineal feet of road reconstruction perform twenty-two (22) pavement cores/sugrade soil borings to a depth of ten (10) feet using IDOT procedures for the road alignment. At the culvert extension location, one (1) structure soil boring will be made to a depth of thirty (30) feet. Visually log soil types and obtain samples from split spoon and test for soil strength and moisture content in laboratory. Pavement cores will identify the existing pavement section, measure layers and provide a photograph. IDOT RGR report to include a discussion of subgrade conditions and recommendations for pavement reconstruction, storm sewer and watermain design.

	UNIT PRICE	EST QTY	BUDGET EXTENSION
Field Services			
Mobe Drill Rig, Equipment & Crew, lump sum	\$450.00	1	\$450.00
Soil Boring to 10 to 30 feet w/ split spoon sampling, /ft	\$21.00	250	\$5,250.00
Boring layout & JULIE clearance, sample logging during drilling, Field Engineer, per hour	\$110.00	22	\$2,420.00
Pavement Core, each	\$175.00	22	\$3,850.00
Topsoil probe for bike path, each	\$25.00	22	\$550.00
Laboratory Services			
Soil Moisture Content, each	\$6.00	125	\$750.00
Pavement core measurements, log, & picture, each	\$25.00	22	\$550.00
Soil Classification Test, Atterberg & Hydrometer, each	\$250.00	3	\$750.00
IBR Test with Standard Proctor, each	\$325.00	1	\$325.00
Soil Corrossion Test, Resistivity, ReDox Potential, Soil pH, Sulfides, Chlorides, each	\$425.00	1	\$425.00
Engineering Services			
Engineering Services required for data review preparation of boring logs, analysis and recommendations, IDOT RGR report including subgrade recommendations pavement reconstruction and closed drainage.			
Principal Engineer, per hour	\$160.00	1	\$160.00
Geotechnical Engineer, per hour	\$135.00	22	\$2,970.00
Staff Engineer, per hour	\$110.00	20	\$2,200.00

PROJECT TOTAL
\$20,650.00

Accepted: _____ Date: _____

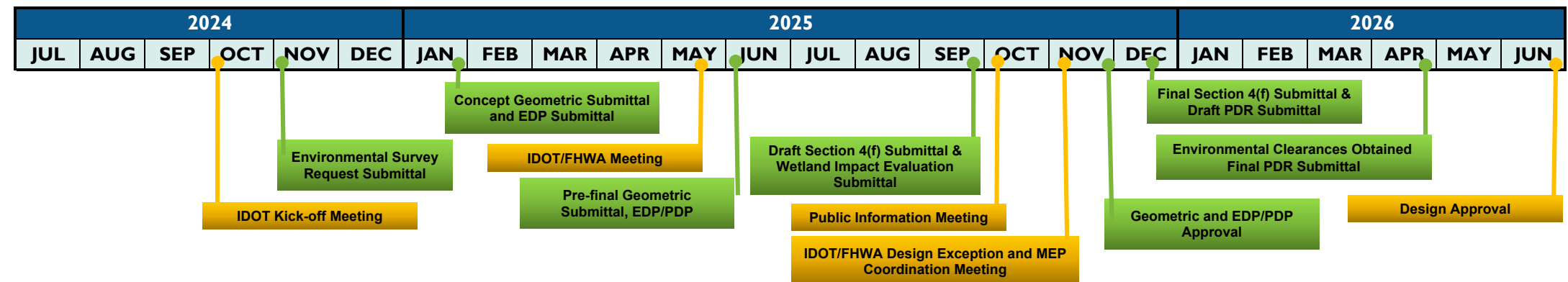
Exhibit B.
Agreed Upon Pricing
Structure

See Exhibit A for breakdown
of cost, Exhibit B includes
general schedule and
estimated timetable for
expenditures.

**Checker Drive Phase I Study
Arlington Heights Road to IL Route 83
Village of Buffalo Grove**

[illegible]

ANTICIPATED MILESTONES



	2024						2025												2026																													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN																								
Estimated \$ Amount Spent/Quarter	\$114,000			\$103,000			\$36,000			\$89,000			\$51,000			\$88,000			\$22,000			\$22,000																										
Estimated Running % Spent of Total Contract	22%						41%						48%						65%						75%						92%						96%						100%					

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**Exhibit C.
Insurance**

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: January 6, 2025

AGENDA ITEM 9.e. R-2025-8

Resolution Authorizing the Village Manager to Execute a Use Agreement and License with Aptakisic-Tripp School District 102 for the Village Owned Property at 1650 Leider Lane

Contacts

Liaison: Trustee Johnson

Staff: Christopher Stilling

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution Authorizing the Village Manager to Execute a Use Agreement and License with Aptakisic-Tripp School District 102 for the Village Owned Property at 1650 Leider Lane, subject to the final review and approval by the Village Attorney

Summary

Please see the attached memorandum.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 5: Partnership with Local Districts

Principle 7: Builds Our Community

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

Goal 4: Vibrant and innovative community: leading edge

File Attachments

1. Village Board Memo RE D102 Agreement
2. Resolution for D102 Lease
3. Final Draft Agreement with D102 & VBG 12.17.24





MEMORANDUM

DATE: January 2, 2025

TO: Village Manager Dane Bragg

FROM: Deputy Village Manager Chris Stilling

SUBJECT: Use Agreement and License with D102 for 1650 Leider Lane

RECOMMENDATION

Staff recommends approval of a Resolution authorizing the Village Manager to execute a Use Agreement and License with Aptakisic-Tripp School District 102 for the Village owned Property at 1650 Leider Lane.

BACKGROUND

In the Fall of 2024, the Village completed the adaptive reuse of the 173,000 square foot building at 1650 Leider for a new Public Works facility. Consistent with the original plans, Public Works utilizes approximately 133,000 square feet for their operations, leaving approximately 40,000 square feet as overflow space. The Village's long-term strategy for this overflow space was to partner with other units of government for potential shared use.

Village staff has been working with representatives from Aptakisic-Tripp District 102 on space needs for their facilities team and storage of equipment. District 102 is seeking a proposal from the Village to utilize 10,000 square feet in the northeast corner of the building. Both teams have conceptually agreed on the terms for the agreement.

STAFF ANALYSIS

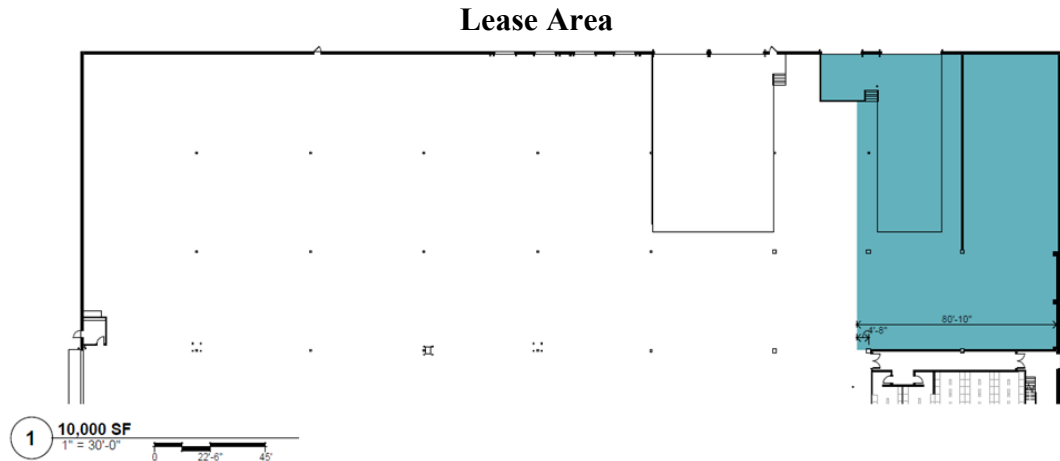
The following is a summary of the key terms of the Agreement:

Term

The initial term is five years, with up to three (3) possible five-year extensions allowing for a total of 20 years of occupancy.

Space

District 102 is seeking a proposal from the Village to use 10,000 square feet in the northeast corner of the building (shaded area below).



License Fee

The parties have agreed to a gross rate of \$9.50 per square foot. This covers costs associated with utilities, license fee, common area maintenance and access to the Village's workshops, locker rooms, bathrooms, materials storage yard and parking for up to five (5) permanent District employees. The rent has a two (2.0) percent escalator annually.

Capital Buy In

After the initial five-year term, D102 would have the option to make a capital buy-in for its share of the Village's original acquisition cost (\$774,566) and for a minimum period of 15 years or the term of any debt issued by the Village or the District for the purpose of their occupying the space, whichever is longer. This would cover the Village's term of the original bonds issued for the acquisition of the property. If the District elected to make a capital buy-in, they would receive a credit for fees paid during the initial term at rate of 25 percent of gross payments.

NEXT STEPS

Following the Village Board's action on the Agreement, D102 plans to have this Agreement considered by their Board on January 13, 2025. Occupancy would begin shortly thereafter.



RESOLUTION 2025-xx

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A USE AGREEMENT AND LICENSE WITH APTAKISIC-TRIPP SCHOOL DISTRICT 102

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS Village is the holder of legal title to a certain parcel of land with improvements including, but not limited to a building and streets, rights of way and utilities in the Village of Buffalo Grove, Counties of Cook and Lake and State of Illinois with a building containing approximately 173,533 square feet ("Building") on land containing approximately 9.5 acres which commonly known as 1650 Leider Lane, Buffalo Grove, Illinois 60089 ("Property"); and

WHEREAS Aptakisic-Tripp School District D-102 ("D-102") desires to enter into a Use Agreement and License ("Agreement") with the Village to allow D-102 to occupy and operate a storage and operations space located in the Building, and

WHEREAS for good and valuable consideration, the Village has agreed to allow D-102 to occupy and operate a storage and operations space, pursuant to the terms and conditions of the Agreement attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2. The Village Manager is hereby authorized and directed to execute the attached Agreement pending final review and approval by the Village Attorney.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

Exhibit A
Use Agreement and License

DRAFT

USE AGREEMENT AND LICENSE

THIS **USE AGREEMENT AND LICENSE** (the "Agreement") is made as of this ____ day of _____, 2025, by and between **THE VILLAGE OF BUFFALO GROVE, ILLINOIS**, an Illinois municipal corporation (hereinafter referred to as "Village" or "Licensor") and **APTAKISIC-TRIPP SCHOOL DISTRICT 102**, an Illinois School District (hereinafter referred to as the "D-102" or "Licensee") (Village, Licensor and D-102, Licensee shall each sometimes hereinafter be individually referred to as "Party" or, collectively, "Parties")

WITNESSETH:

WHEREAS, Village is the holder of legal title to a certain parcel of land with improvements including, but not limited to a building and streets, rights of way and utilities in the Village of Buffalo Grove, Counties of Cook and Lake and State of Illinois with a building containing approximately 173,533 square feet ("Building") on land containing approximately 9.5 acres which is legally described on Exhibit A attached hereto and made a part hereof and commonly known as 1650 Leider Lane, Buffalo Grove, Illinois 60089 (hereinafter referred to as the "Property"); and

WHEREAS, D-102 is a school district which desires to enter into an agreement to allow D-102 to occupy and operate a storage and operations space located in the Village of Buffalo Grove, County of Lake and State of Illinois; and

WHEREAS, for good and valuable consideration, the Village has agreed to allow D-102 to occupy and operate a storage and operations space, more specifically defined in Section 3, hereunder, located in the northeast corner of the Building ("Premises") pursuant to this Agreement on the terms and conditions hereinafter set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree that the Village and D-102 shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that the Premises shall be occupied, maintained and kept and used in full compliance with and subject to this Agreement and, in connection therewith, the Parties hereto, on behalf of themselves and their respective successors and assigns, occupants, and the respective employees, agents, contractors, customers, invitees and licensees of the Parties, covenant and agree as follows:

Village hereby grants to D-102, and D-102 accepts, a revocable license to occupy and use the Premises designated on the plan attached hereto as Exhibit "A", comprised of approximately 10,000 square feet of the Building for the term (the "Term") of five (5) years commencing on the _____ day of _____, 2025 ("Commencement Date") and terminating on the _____ day of _____, 2030 ("Expiration Date"), both dates inclusive, unless sooner terminated as provided herein.

1. **BASE LICENSEE FEE.** D-102 shall pay to Village at the office of Village or at such other place as Village may designate the monthly License Fee ("Licensee Fee") as follows:

<u>PERIOD</u>	<u>ANNUAL BASE LICENSEE FEE</u>	<u>MONTHLY BASE LICENSEE FEE</u>
Year 1	\$95,000.00 (\$9.50 X 10,000 sq. ft.)	\$7,916.66
Year 2	\$96,900.00 (2% escalation)	\$8,075.00
Year 3	\$98,838.00 (2% escalation)	\$8,236.50
Year 4	\$100,814.76 (2% escalation)	\$8,401.23
Year 5	\$102,831.06 (2% escalation)	\$8,569.26

Each monthly License Fee payment shall be made in advance on the first day of each and every month during the Term, without any set-off or deduction whatsoever, except that D-102 shall pay the first full month's installment at the time of execution of this Agreement. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the License Fee for such month shall be prorated, and the prorated License Fee for the portion of the month in which the Term commences shall also be paid at the time of execution of this Agreement.

Except as otherwise set forth herein, the Village and D-102 understand, acknowledge and agree the Monthly Base License Fee to be paid by D-102 to the Village is a gross payment, which includes the entire D-102's share of any and all operating expenses, Common Area Maintenance charges, insurance charges and any and all assessments and special assessments applicable to the Premises, the Building containing the Premises, and D-102's right to occupy the Premises in the Building. In the event any taxes are assessed against this Agreement and D-102's payment of the License Fee, such taxes shall be paid by D-102 to the appropriate governing authority. D-102's Proportionate Share of the common area maintenance fees is computed at a rate of \$0.75 per square foot, which Proportionate Share is included in the Gross Monthly Base Licensee Fee), provided should D-102's Proportionate Share of annual CAM fees exceed \$0.75 per square foot, the excess Proportionate Share of annual CAM fees will be calculated and billed to D-102 and shall be paid by D-102 at a rate of 5.78% of the total CAM fee. The annual License Fee rate is exclusive of any costs borne by D-102 for consumable commodities such as sign materials, sign facing, salt, welding supplies, landscape materials, etc., which will be invoiced to D-102 separately on a quarterly basis and to be paid net thirty (30) days after receipt.

2. **ADDITIONAL FEES.** (a) All amounts required or provided to be paid by D-102 under this Agreement in addition to the License Fee shall be deemed additional fees and the failure to pay the same shall be treated in all events as the failure to pay the License Fee.

(b) As of the Effective Date, the Village and D-102 acknowledge that the Property and the Premises are exempt from real estate taxes and assessments, general and special, ordinary and extraordinary, including assessments for public improvements and betterments, assessed, levied or imposed with respect to the land and improvements included within the Premises ("Real Estate Taxes"). In the event the Assessor of Lake County makes a determination that the Premises are not exempt from Real Estate Taxes, provided the Village owns the Premises, D-102 shall fully cooperate with the Village in challenging and prosecuting the determination by the Assessor of Lake County that the Premises and Property are taxable, including, but not limited to execution of any and all relevant documentation. In the event a final determination is made by the Assessor of Lake County that the Premises are taxable due to D-102's use and occupancy, D-102 shall pay all Taxes, as hereinafter defined, assessed against the Premises for each tax year during the Term of this Agreement. The term "Taxes" means the total of all taxes and assessments, general and special, ordinary and extraordinary, foreseen and unforeseen, including assessments for public improvements and betterments, assessed, levied or imposed with respect to the land and improvements included within the Premises, taxes on the License Fee, or on the privilege of licensing the Premises. D-102 shall annually review the real estate taxes and seek legal advice as to the prospective effectiveness of

engaging in any tax reduction work, and, if the advice evidences a reasonable possibility that tax reduction work would be effective and yield a positive result, D-102 shall cooperate with the Village and shall contest the real estate tax assessment with attorneys of its choice at D-102's cost. If upon the conclusion of any real estate tax assessment contest proceeding, it is determined that D-102's use and occupancy makes the Premises taxable, D-102 may terminate this Agreement on 180-days' written notice provided D-102 shall remain obligated to the pay the assessed property taxes as a result of its use and occupancy.

3. **USE AND OCCUPANCY.** D-102 shall use and occupy the Premises for general storage and operations purposes, including, but not limited to classroom equipment, desks, chairs, facilities equipment and parts, rock salt, paper products, custodial supplies, and paint and no other purpose ("Permitted Use"). The Permitted Use includes accommodations for up to five (5) permanent D102 employees using the facility, including on-site parking, provided, however, the Premises shall not be used for any overnight stays or residential purposes. The Village and D-102 will share the use and maintenance and storage yard, including shared materials storage, as mutually agreed between the Parties. The Village will also provide access to locker rooms, showers, restrooms, workshops (wood shop, welding shop, sign shop, etc.) in the Building. D-102's rights hereunder include non-exclusive access to two (2) overhead dock doors and sub-grade loading docks which may be used for the parking of D-102's vehicles. The Village shall coordinate mutually agreeable delivery times between the Village and D-102 at the same dock with D-102, due to the location of the Village's traveling crane.

4. **CONDITION OF PREMISES.** (A). **No Village Work.** The D-102's taking possession shall be conclusive evidence that the Premises and the Building were in good order and satisfactory condition when the D-102 took possession, and D-102, having examined the Premises, accepts same in "AS-IS" condition. No promise of the Village to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by the Village to the D-102.

(B). **D-102's Work.** D-102 shall, at its sole cost and expense, "build-out" the Premises for its intended use using a general contractor of its choice ("D-102's Work"). D-102's Work performed by D-102 shall be made in full accordance with the plans and specifications approved by Village. No building permits for any D-102's Work shall be applied for until the applications therefore have been submitted to and approved in writing by the Village. No work shall be commenced in connection with any of D-102's Work or any subsequent alterations or additions to the Premises desired by D-102 until (i) the plans, specifications and contract(s) (and building permits therefor) to be entered into by D-102 pertaining to such alterations or additions have been submitted to and approved in writing by the Village. The approval of the Village of such plans and specifications shall not constitute the assumption of any liability on the part of the Village for their accuracy or their conformity with Building Code requirements, and D-102 shall be solely responsible for such plans. The approval of D-102's plans and specifications shall not constitute a waiver by the Village of the right to thereafter require D-102 to amend the same to provide for omissions therein later discovered by the Village; and (ii) D-102 or its contractor shall have deposited with Village certificates of an insurance policy or policies in an amount satisfactory to Village and issued by a company or companies approved by the Village, indemnifying the Village against any and all claims of every kind, because of accident, injury or damage to any person or property arising out of the work done in connection with the making of such alterations. The general contractor selected by D-102 shall provide Workers' Compensation insurance and evidence same to the Village.

Every person who furnishes labor or services, or who is in any way connected with any and all repairs, replacements, alterations, improvements or changes made by or at the instance of D-102 in or to the Premises, the fixtures or equipment in connection therewith, or the appurtenances thereto belonging

shall, prior to commencement of any such work, furnish the Village with sworn contractors' statements. No payment shall be made to any such person unless the Village is furnished with and approves waivers of lien against any mechanic's lien in connection with said improvements, alterations or additions.

D-102 shall take all other steps necessary to insure that no liens attach to the Premises, Building and Property by virtue of any work performed or materials or equipment installed on D-102's behalf, and D-102 expressly warrants to the Village that no such liens shall attach.

All "build-out" structural additions or alterations shall be installed in a good, workmanlike, and professional manner and in accordance with all applicable building and life safety codes.

5. **POSSESSION**. D-102 shall have the Premises ready for occupancy upon a reasonable time following the Commencement Date. In the event the Premises shall not be completed and ready for occupancy on the date fixed for the Commencement Date, this Agreement shall nevertheless continue in force and effect. The Premises shall be delivered to D-102 on the Commencement Date. From and beginning on the date in which D-102 takes possession of the Premises for D-102's Work, all of the covenants and conditions of this Agreement shall be binding upon the Parties hereto as of the Commencement Date. Under no circumstances shall the occurrence of any of the events hereinabove referred to be deemed to accelerate or defer the stated Expiration Date of the Term.

6. A. **SERVICES**.

(a) **Utilities**: The Village shall furnish the Premises with heating and air-conditioning reasonably required for the comfortable occupation of the Premises during normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. Saturday).

Electricity for all receptacles on the Premises and for all lighting on the Premises and any secondary ventilation and heating shall be separately metered and billed directly to and be the sole responsibility of and paid by the Village. D-102 will be charged, and shall pay to the Village as Additional Fees, all costs of heating and air conditioning requested by D-102 and furnished by Village prior to or following the above hours at rates to be established from time to time by Village, based on the actual cost to provide such service.

If D-102 requires electricity for equipment and accessories not normal to office usage, D-102 shall procure electricity for such equipment and accessories, at D-102's expense, from the local public utility company servicing the Building. D-102 shall pay for the cost of installing any additional required meters, subject to Village approval.

(b) The Village shall provide the following services on all days during the Term, excepting Sundays and holidays, unless otherwise stated:

- (i) Cold water, at the Village's expense, for drinking, lavatory and toilet purposes.
- (ii) Janitor services Monday through Friday in and about the Building and Premises consistent with building standard janitorial service for general operations use at comparable industrial buildings in Buffalo Grove, Illinois. Any unusual or additional janitorial services required or requested by D-102 shall be at D-102's additional cost at rates to be established from time to time by the Village.

(iii) Window washing of all exterior windows in the Premises at intervals to be determined by the Village.

(iv) Snow removal service for walks within a reasonable time after a snowfall.

(c) D-102 shall have access to the Premises at all reasonable times.

(d) The Village does not covenant that any of the services or utilities to be provided by the Village pursuant to this Agreement will be free from failures or delays caused by repairs, renewals, improvements, changes of service, alterations, work stoppages, labor controversies, accidents, inability to obtain fuel, electricity, water supplies or other causes beyond the reasonable control of the Village. D-102 agrees that the Village shall not be liable in damages, by abatement of fees or otherwise, for failure to furnish or delay in furnishing any service when such failure or delay is occasioned, in whole or in part, by repairs, renewals or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort so to do, by any accident or casualty whatsoever, by the act or default of D-102 or other parties, or by any cause beyond the reasonable control of Village; and such failures or delays shall never be deemed to constitute an eviction or disturbance of the D-102's use and possession of the Premises or relieve the D-102 from paying the Licensee Fee or performing any of its obligations under this Agreement, and D-102 hereby waives and releases all claims which it may at any time hereafter have against the Village related to any such failure or delay.

All charges for services for which D-102 is required to pay hereunder shall be due and payable at the same time as the installment of Monthly License Fee with which they are billed, or, if billed separately, shall be due and payable within ten (10) days after such billing. If D-102 shall fail to make payment for any such services, The Village may, without notice to D-102, discontinue any or all of such services and such discontinuance shall not be deemed to constitute an eviction or a disturbance of the D-102's use and possession of the Premises or relieve D-102 from paying rent or performing any of its other obligations under this Agreement.

B. UTILITY DEREGULATION:

(a) The Village Controls Selection. Commonwealth Edison ("Electric Service Provider") is the utility company currently providing electricity service for the Building. Chilled water for the Building's and the Premises' air conditioning system ("Chilled Water") may currently be provided via the Building's own chiller system and chilling tower. Notwithstanding the foregoing, if permitted by law, Village shall have the right, at the Village's sole option, at any time and from time to time during the Term to either contract for electric service and/or Chilled Water from a new or different company or companies providing electric service and/or Chilled Water (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to either contract for service from the Electric Service Provider or maintain the Building's own chiller system and chilling tower to provide Chilled Water to the Building.

(b) D-102 Shall Give Village Access. D-102 shall cooperate with the Village, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Village, Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's water lines, electric lines, feeders, risers, wiring, and any other machinery or service apparatus within the Premises.

(c) The Village Not Responsible for Interruption of Service. The Village shall in no way be liable or responsible for any loss, damage, or expense that D-102 may sustain or incur by reason of any change, failure, interference, disruption, defect, interruption or delay in the supply or character of the electric energy and/or the Chilled Water furnished to the Premises or the Building, or if the quantity or character of the electric energy or Chilled Water supplied by the electric Service Provider or any Alternate Service Provider is no longer available or suitable for D-102's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle D-102 to any abatement or diminution of fees, or relieve D-102 from any of its obligations under the Agreement.

7. **REPAIRS.** Subject to Paragraph 11 hereof, D-102 will at D-102's own expense, keep the Premises in good order, repair and condition during the Term, and D-102 shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances with fixtures or appurtenances of substantially the same grade, make and quality, under the supervision and subject to the approval of the Village, and within any reasonable period of time specified by the Village. D-102's obligation for repairs shall not include any obligation to make structural repairs, including the walls, roof, floors and internal pipes, conduits, ducts, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating, and air conditioning, unless such repairs are caused by the negligence of D-102. If the D-102 does not make the required repairs and replacements, the Village may, but need not, do so, and D-102 shall pay the Village the cost thereof forthwith upon being billed for same.

The Village may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions, including, without limitation, conduits, ducts, internal pipes, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating and air conditioning, as the Village shall desire or deem necessary to the Premises or to the Building or to any equipment located in the Building or as the Village may be required to do by government authority or court order or decree.

8. **ADDITIONS AND ALTERATIONS.** D-102 shall not, without the prior written consent of the Village, make any alterations, improvements or additions to the Premises. The Village need not give any such consent but if the Village does, it may impose such conditions with respect thereto as the Village deems appropriate, including, without limitations, requiring D-102 to furnish the Village with security for the payment of all costs to be incurred in connection with such work and insurance against liabilities which may arise out of such work, as determined by the Village. The work necessary to make any alterations, improvements or additions to the Premises shall be done by D-102's hired contractors. D-102 shall promptly pay to the Village or to D-102's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof, and upon completion deliver to the Village, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials, and D-102 shall defend and hold the Village and the Property and Building harmless from all costs, damages, liens and expenses related thereto. All work done by D-102 or its contractors pursuant to this Paragraph 8 or pursuant to Paragraph 7 hereof shall be done in first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. All required permits shall be obtained by D-102 at D-102's expense.

If D-102 desires signal communications, alarm or other utility or service connection installed or changed, the same shall be made at the expense of D-102, with prior written consent and under direction of

the Village and subject to the terms and conditions of the first paragraph of this Paragraph 8 hereof or of Paragraph 8A below.

All alterations, improvements, additions and wiring or cabling to the Premises, whether temporary or permanent in character, made or paid for by the Village or D-102, shall without compensation to D-102 become the Village's property at the termination of this Agreement by lapse of time or otherwise and shall, unless the Village requests their removal (in which case D-102 shall remove the same as provided in Paragraph 16), be relinquished to the Village in good condition, ordinary wear excepted.

D-102 shall not affix or install any wall treatments or wall coverings, of any type or nature (other than paint), within the Premises, without the Village's prior written consent.

8. A. RISERS, CABLING AND CONNECTIONS

(a) As used herein, the term "Telecommunications Infrastructure" shall mean the Building's existing cables, conduits, inner ducts, connecting hardware, network point of presence ("Netpop") room, pathways and spaces, and risers and riser closets, all comprising the existing telecommunications infrastructure in the Building.

(b) (i) During the Term of this Agreement, and provided D-102 is not in default hereunder, D-102 shall be permitted use of the Telecommunications Infrastructure to extend circuits from the Netpop, through the Building's telecommunication riser (if more than one, the one selected by the Village), to the riser closet of the floors of the Premises ("Floor Riser Closet") to serve the Premises. Same shall be done at D-102's sole cost and responsibility, and only through, and pursuant to a separate agreement between D-102 and, the telecommunications management company then engaged by the Village to service the Telecommunications Infrastructure.

(ii) No promise or representation is made from the Village to D-102 that, at the time of execution of the Agreement, any type of wiring, cabling, circuits or feeds will be in place extending from the said Floor Riser Closet to the Premises. Any such extension of wiring, cable, circuits, feeds or the like from the Floor Riser Closet to the Premises desired by D-102 for its initial "build-out" of the Premises or thereafter shall be at the sole cost and responsibility of D-102. All services and materials for such extension shall be provided only through, and pursuant to a separate agreement between D-102 and, the telecommunications management company then engaged by the Village to service the Telecommunications Infrastructure.

(c) In the event D-102 desires to not utilize any of the existing components of the Telecommunications Infrastructure and to instead furnish and install its own direct feed through a Building riser into the Netpop, same shall be done (i) at D-102's sole cost and expense, and after first obtaining any and all necessary permits therefor, (ii) pursuant to plans and specifications first approved by Village; and (iii) only through, and pursuant to, a separate agreement between D-102 and the telecommunications management company then engaged by the Village to service the Telecommunications Infrastructure.

(d) D-102 hereby releases the Village from any and all claims D-102 may hereafter have related to any acts or omissions of any telecommunications management company servicing the Telecommunications Infrastructure, and pursuant to its separate agreements, if any, with D-102 per subparagraphs (b)(i), (b)(ii) and (c) above.

9. **COVENANT AGAINST LIENS.** D-102 has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever whether created by act of D-102, operation of law or otherwise, to attach to or be placed upon the Village's title or interest in the Property, Building or Premises, or to D-102's interests in the Premises or under this Agreement. D-102 covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Property, Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to D-102 or the Premises, and in case of any such lien attaching, D-102 covenants and agrees immediately to cause it to be released and removed of record or bonded in manner satisfactory to Village.

10. **INSURANCE.** The Village and D-102 each agrees to have all fire and extended coverage and other property damage insurance which it carries with respect to the Building or Premises or to the property located in the Premises endorsed with a clause which reads substantially as follows: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any Party for loss occurring to the property described herein." Village and D-102 each hereby waives all claims for recovery from the other for any loss or damage to the Building or Premises or to the contracts thereof which is insured under valid and collectible insurance policies, subject to the condition that this waiver shall be effective only when the waiver is either permitted by such insurance policy or when, by the use of good faith efforts, such waiver could have been included in the applicable insurance policy at no additional expense.

D-102 shall carry the following insurance in companies satisfactory to Village:

(a) Comprehensive general liability insurance during the entire term hereof covering both D-102 and the Village as insureds with terms and in companies satisfactory to the Village with limits of not less than Two Million (\$2,000,000) Dollars combined single limit per occurrence for Personal Injury, Death and Property Damage or in such other amounts as the Village shall reasonably require.

(b) Insurance against all risks (including sprinkler leakage, if applicable), for the full replacement cost of all additions, improvements and alterations to the Premises (except to the extent the same are included within the definition of "building standard"), and of all office furniture, trade fixtures, office equipment, merchandise and all other items of D-102's property on the Premises associated with the Permitted Use.

D-102 shall, prior to the commencement of the Term (or within ten (10) days after written notice from Village to D-102 in the case of additional coverage or increased amounts of coverage), furnish to Village certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to the Village and D-102. Such insurance certificates to be issued in favor of the Village and the Village's managing agent and any other entity requested by the Village.

D-102 shall comply with all applicable laws and ordinances (including, but not limited to environmental laws), all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises, or use, store or dispose of within the Premises or the Building materials, which may thereby be prohibited or not be approved by any appropriate governmental agency or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

If D-102 does not take out the insurance required pursuant to this Paragraph 10 or keep the same in full force and effect, Village may but shall not be obligated to take out the necessary insurance and pay the premium therefore, and D-102 shall repay to the Village, as Additional Fees, the amount so paid promptly upon demand. In addition, the Village may recover from D-102 and D-102 agrees to pay, as Additional Fees, any and all reasonable expenses (including attorneys' fees) and damages which Village may sustain by reason of the failure to D-102 to obtain and maintain such insurance, it being expressly declared that the expenses and damages of the Village shall not be limited to the amount of the premiums thereon.

11. **HAZARDOUS SUBSTANCES** D-102 shall not dispose of or use, without the prior express written consent of The Village, any Hazardous Materials (as hereinafter defined) and shall not cause or permit Hazardous Materials to be brought upon, kept and used in, on or about the Premises without the prior written approval of The Village. The Village grants D-102 approval to permit Hazardous Materials to be brought upon, kept and used in, on, or about the Premises provided such Hazardous Materials shall only be allowed if they are reasonably necessary or useful to D-102's business and provided D-102 complies with all Environmental Laws (as hereinafter defined) and other laws controlling or governing the handling, manufacturing, treatment, storage, disposal, discharge, use and transportation of those Hazardous Materials. D-102 must thereafter obtain the additional prior written approval of the Village to store on or about the Premises more than a thirty (30) day supply of any Hazardous Material. Hazardous Materials shall be used, kept, stored and disposed of in strict accordance with all applicable federal, state and local laws. D-102 shall comply with all applicable federal, state and local laws, including, but not limited to all applicable federal, state and local reporting and disclosure requirements, with respect to Hazardous Materials, applicable to its business operations in the Premises. Upon the written request of the Village, D-102 shall provide periodic written reports of the type and quantities of any and all types of substances, materials, waste and contaminants (whether or not believed by D-102 to be Hazardous Materials) used, stored or being disposed of by D-102 in or from the Premises. If the Village in good faith determines that any of such substances create a risk to the health and safety of the Village's employees and invitees, or D-102's employees and invitees or to any other D-102 representative or invitee of the Building, D-102 shall, upon demand by the Village, take such remedial action, at the sole cost and expense of D-102 (including, without limitation, removal in a safe and lawful manner of any Hazardous Materials from the Premises), as the Village deems necessary or advisable or as is required by applicable law. Safety Data Sheet (SDS) information for any product deemed hazardous by the Occupational Safety and Health Administration (OSHA) kept or stored in or on the Premises shall be readily available and posted conspicuously for viewing by any user of the Building. No Hazardous Materials comprising hazardous waste as defined by the Resource Conservation and Recovery Act, 42. U.S.C. 6901 *et. seq.* (42. U.S.C. 6903) or other regulated waste material shall be stored on the Premises. D-102 agrees to indemnify, defend and hold the Village harmless from and against all injury, loss, damage or costs (including all legal fees and court costs) arising out of or in connection with the breach by D-102 of D-102's obligations under this Section 11 and/or the use, storage, disposal, or presence of any Hazardous Materials at the Premises caused to be there by D-102 or D-102's employees, agents, contractors, invitees, successors or assigns. "Hazardous Materials" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law. "Environmental Laws" shall mean any federal or State of Illinois law, statute, regulation, rule, order, decree, judgment or direction concerning environmental protection or health and safety including, without limitation, the Comprehensive Environmental Response, Compensation and

Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, and the Illinois Environmental Protection Act, as amended.

If D-102's transportation, storage, use or disposal of Hazardous Materials onto the Property, the Premises, or the grounds surrounding the Premise results in (1) contamination of any soil or the surface or ground water or (2) loss or damage to person(s) or property, then D-102 agrees to and shall respond in accordance with the following paragraph:

D-102 agrees to and shall (i) notify the Village immediately, in writing, of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by the Village, to clean up and remediate any and all contamination of any soil or the surface or ground water, at D-102's sole cost and expense and (iii) to indemnify, defend and hold the Village, its lenders, bondholders and their respective successors and assigns, harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such contamination, claim of contamination, loss, costs, fees, expenses or damage. This provision shall survive the expiration or termination of this Agreement.

12. **FIRE OR CASUALTY.** If the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenable, then Village shall repair and restore the same with reasonable promptness. If any such damage renders all or a substantial portion of the Premises or of the Building, untenable, the Village shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise D-102 of such estimate. If such estimate is that the amount of time required to substantially complete such repair and restoration will exceed two hundred seventy (270) days from the date such damage occurred, then the Village shall have the right to terminate this Agreement as of the date of such damage upon giving notice to D-102 at any time within twenty (20) days after the Village gives D-102 the notice containing said estimate (it being understood that the Village may, if it elects to do so, also give such notice of termination together with the notice containing such estimate). Unless this Agreement is terminated as provided in the preceding sentence, the Village shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond the Village's reasonable control, and also subject to zoning laws and building codes then in effect. Notwithstanding anything to the contrary herein set forth, the Village shall have no liability to D-102 and D-102 shall not be entitled to terminate this Agreement, in the event such repairs and restoration are not in fact completed within the time period estimated by Village, as aforesaid, or within said two hundred seventy (270) days.

Notwithstanding anything to the contrary herein set forth, the Village shall have no duty pursuant to this Paragraph 11 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decoration thereto except to the extent that such alterations, additions, improvements and decoration are included within the definition of "building standard" or otherwise agreed upon in writing by the parties. If D-102 wants any other or additional repairs or restoration and if the Village consents thereto, the same shall be done at D-102's expense subject to all the provisions of Paragraphs 7 and 8 hereof.

In the event any such damage not caused by the act or neglect of D-102, its agents or servants, renders the Premises untenable and if this Agreement shall not be cancelled and terminated by reason of such damage, then the fees (including License Fee and any Additional Fees) shall abate during the period beginning with the date of such damage and ending with the date when the Premises are again rendered

tenable. Such abatement shall be in an amount bearing the same ratio of the total amount of rent for such period as the untenable portion of the Premises from time to time bears to the entire Premises.

13. **WAIVERS OF CLAIMS - INDEMNIFICATION.** D-102 agrees that, to the extent not prohibited by law, the Village and its officers, agents, servants and employees shall not be liable for any damage either to person or property or resulting from the loss or use thereof sustained by the Village, D-102 or by other persons due to any act or neglect of any D-102 employee, agent, or invitee. D-102 further agrees that all of its personal property upon the Premises, or upon loading docks, receiving and holding areas, or any freight elevators of the Building, shall be at the risk of D-102 only, and that the Village shall not be liable for any loss or damage thereto or theft thereof. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Without limitation of any other provisions hereof, D-102 agrees to defend, protect, indemnify and save harmless Village of and from all liability to third parties arising out of the acts of D-102 and its servants, agents, employees, contractors, suppliers and workmen or invitees.

14. **NONWAIVER.** No waiver of any provision of this Agreement shall be implied by any failure of Village to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Subject to the rights of the Village in Paragraph 16, no receipt of moneys by Village from D-102 after the termination of this Agreement will in any way alter the length of the Term or of D-102's right to possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given D-102 prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, The Village may receive and collect any fees due, and the payment said fees shall not waive or affect said notice, suit or judgment.

15. **CONDEMNATION.** If the whole or any part of the Building shall be taken or condemned for any public or quasi-public use or purpose, the Term, at the option of the Village, shall end upon the date when the possession of the part so taken shall be required for such use or purpose and the Village shall be entitled to receive the entire award without any payment to D-102. The License Fee shall be apportioned as of the date of such termination.

16. **SURRENDER OF POSSESSION.** Upon the expiration of the Term, as it may be extended, or upon the termination of D-102's right of possession, whether by lapse of time or at the option of the Village as herein provided, D-102 shall at once surrender the Premises to the Village in good order, repair and condition, ordinary wear excepted, and remove all of its property therefrom, and if such possession is not immediately surrendered the Village may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass, eviction or forcible entry or detainer and without thereby relinquishing any right given to the Village hereunder or by the operation of law. Without limiting the generality of the foregoing, D-102 agrees to remove at the termination of the Term or of its right of possession the following items of property: office furniture, trade fixtures, office equipment, merchandise and all other items of D-102's property on the Premises, and such (but only such) alterations, improvements, additions and wiring or cabling as may be requested by the Village, and D-102 shall pay to the Village upon demand the cost of repairing any damage caused by any such removal. If D-102 shall fail or refuse to

remove any such property from the Premises, D-102 shall be conclusively presumed to have abandoned same, and title thereof shall thereupon pass to the Village without any cost either by set-off, credit, allowance or otherwise, and the Village may at its option accept the title to such property or at D-102's expense may (i) remove the same or any part in any manner that the Village shall choose, and (ii) store, destroy or otherwise dispose of the same without incurring liability to D-102 or any other person.

17. **HOLDING OVER.** D-102 shall pay to the Village double the License Fee set forth in Paragraph 1 hereof and any appropriate Additional Fees then applicable (the "Holdover Rate") for each month or portion thereof for which D-102 shall retain possession of the Premises or any part thereof after the termination of the Term or D-102's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Village on account thereof. The provisions of this paragraph shall not be deemed to limit any rights of Village. At the option of Village, expressed in a written notice to D-102 and not otherwise, such holding over shall constitute either (i) a month-to-month tenancy upon the then applicable terms and conditions set forth herein, or (ii) a tenancy at sufferance, or (iii) a renewal of this Agreement for a period of one (1) year at the License Fee and Additional Rent as would be applicable for such year. If no such notice is served, then a tenancy at sufferance shall be deemed created at the Holdover Rate.

18. **ESTOPPEL CERTIFICATE.** The D-102 agrees from time to time upon not less than ten (10) days prior request by the Village or by any Lender which is the holder of a lien against the Premises or Building ("Lender"), the D-102 or D-102's duly authorized representative having knowledge of the following facts, will deliver to Village a statement in writing certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect); (ii) the dates to which the rent and other charges have been paid; (iii) that the Village is not in default under any provision of this Agreement, or, if any default, the nature thereof in detail; and (iv) to such other matters pertaining to this Agreement as the Village reasonably requires. If D-102 fails to deliver such statement within the ten (10) day period referred to above, D-102 does hereby make, constitute and irrevocably appoint Village as its attorney-in-fact coupled with an interest and in its name, place and stead so to do.

19. **SUBORDINATION AND ATTORNMENT.** D-102 hereby agrees that this Agreement shall automatically be subject and subordinate to (i) any indenture of mortgage or deed of trust that may hereafter be placed upon the Building on the Property and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such indenture of mortgage or deed of trust provides otherwise, and (ii) any ground or underlying lease. D-102 shall at Village's or any Lender's or any prospective Lender's request execute such further instruments or assurances as Village or any Lender or any prospective Lender may reasonably deem necessary to evidence the subordination of this Agreement to the lien of any such indenture or mortgage or deed of trust or to any such ground or underlying Agreement or to acknowledge that this Agreement is superior to such lien, as the case may be.

Should any prospective mortgage or ground lessor require any modification of this Agreement, which modification(s) will not cause an increased cost or expense to D-102 or in any other way materially and adversely change the rights and obligations of D-102 hereunder, then and in such event, D-102 agrees that this Agreement may be so modified and agrees to promptly execute and deliver whatever documents are required therefor.

D-102 shall, in the event of a sale or assignment of the Village's interest in the Property, the Building, or this Agreement, or if the Property or the Building comes into the hands of a Lender, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a

mortgage, deed-in-lieu of foreclosure, termination of the ground Agreement, or otherwise, attorn to the purchaser or such Lender or other person and recognize the same as the Village hereunder. D-102 shall execute, at the request of the Village, such purchaser, Lender, or such other person entitled to the attornment by D-102 under this paragraph, any attornment agreement required by such person to be executed, and containing such provisions as such mortgagee, ground lessor or other person requires.

20. **CERTAIN RIGHTS RESERVED BY THE VILLAGE.** The Village shall have the following rights, each of which the Village may exercise without notice to D-102 and without liability to D-102 for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of D-102's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

(a) To change the street address.

(b) To install, affix and maintain any and all signs on the exterior and on the interior of the Building.

(c) To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors of the Building and to interrupt or temporarily suspend services and facilities, all without affecting any of D-102's obligations hereunder.

(d) To furnish door keys and/or key fobs for doors in the Premises at the commencement of the Agreement. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. D-102 agrees to purchase only from the Village additional duplicate keys as required, to change no locks, and not to affix additional locks on doors without the prior written consent of the Village. Notwithstanding the provisions for the Village's access to Premises, D-102 relieves the Village of all responsibility arising out of theft, robbery, pilferage. Upon the expiration of the Term or D-102's right to possession, D-102 shall return all keys and key fobs to the Village and shall disclose to the Village the combination of any safes, cabinets or vaults left in the Premises. In the event of the loss of keys and/or key fobs issued under this agreement, D-102 shall bear the full cost of any and all replacement up to and including changing locks, if required and shall immediately notify the Village at bgpubwks@vbg.org.

(e) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building (so as not to exceed the legal live load), and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such time and in such manner as the Village shall direct in writing. D-102 shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which may be dangerous to persons or property or which may damage or injure the Premises. D-102 shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which are of a nature not directly related to D-102's ordinary use of the Premises without the prior written consent of the Village. Movements of D-102's property into or out of the Building within the Building are entirely at the risk and responsibility of D-102 and Village reserves the right to require permits before allowing any property to be moved into or out of the Building.

(f) To close the Building after regular working hours and on Saturdays, Sundays and legal holidays subject, however, to D-102's right to admittance to the Premises under such regulations as Village may prescribe from time to time, which may include but shall not be limited to, a requirement that persons entering or leaving the Building identify themselves to a guard or watchman by registration or otherwise and establish their right to enter or leave the Building. Such regulations may include, but shall not be limited to, the requirement of identification from D-102, D-102's employees, agents, clients, customers, invitees, visitors and guests.

(g) To establish controls for the purposes of regulating all property and packages (both personal and otherwise) to be moved into or out of the Building and Premises.

(h) To regulate delivery and service of supplies in order to ensure the cleanliness and security of the Premises and to avoid congestion of the loading dock and receiving area.

(i) To show the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term and if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy.

(j) To erect, use and maintain ducts, conduits, pipes, lines, wiring, drains and flues, and appurtenances thereto, in and through the Premises at reasonable locations.

21. **RULES AND REGULATIONS.** D-102 agrees for itself, its employees, agents, clients, customers, invitees, visitors, and guests, to comply with the current Rules and Regulations for the Building (a copy of which is attached hereto) as the same may from time to time be reasonably modified or supplemented by the Village.

22. **VILLAGE'S REMEDIES.** If default shall be made in the payment of the License Fee or any installment thereof or in the payment of any other sum required to be paid by D-102 under this Agreement or under the terms of any other agreement between the Village and D-102 and such default shall continue for five (5) days after due, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Agreement which D-102 is required to observe and perform and such shall continue for fifteen (15) days after written notice to D-102, or if a default involves a hazardous condition or an insurance obligation and is not cured by D-102 immediately upon written notice to D-102, or if the interest of D-102 in this Agreement shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by D-102, or if any involuntary petition in bankruptcy shall be filed against D-102 under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for D-102 or any of the property of D-102 by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if D-102 shall make an assignment for the benefit of creditors, or if D-102 shall admit in writing D-102's inability to meet D-102's debts as they mature, or if D-102 shall abandon or vacate the Premises during the Term, then the Village may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement, and thereupon at its option may, with or without notice or demand of any kind to D-102 or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein.

(a) The Village may terminate this Agreement and the Term created hereby, in which event the Village may forthwith repossess the Premises and be entitled to recover forthwith as damages

a sum of money equal to the value of the fees provided to be paid by D-102 for the balance of the original Term, less the fair rental value of the Premises for said period, and any other sum of money and damages owed by D-102 to the Village. Should the fair rental value exceed the value of the fees provided to be paid by D-102 for the balance or the original Term of the Agreement, the Village shall have no obligation to pay to D-102 the excess or any part thereof.

(b) Village may terminate D-102's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without demand or notice of any kind to D-102 and without terminating this Agreement, in which event Village may, but shall be under no obligation to, relet the same for the account of D-102, for such amount and upon such terms as shall be satisfactory to Village. For the purpose of such reletting, the Village is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient. If the Village shall fail to relet the Premises, D-102 shall pay to the Village as damages a sum equal to the amount of the License Fees reserved in this Agreement for the balance of its original Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all repairs, changes, alterations and additions and the commissions and other expenses of such reletting and of the collection of the fees accruing therefrom to satisfy the License Fees provided for in this Agreement, D-102 shall satisfy and pay any such deficiency upon demand therefor from time to time. D-102 agrees that the Village may file suit to recover any sums falling due under the terms of this paragraph from time to time and that no suit or recovery of any portion due the Village hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of the Village.

23. **LICENSEE REMEDIES.** If the Village fails to perform any of the terms, covenants, agreements, or conditions on its part to be performed under this Agreement and that failure continues uncorrected for 10 days after notice of failure from D-102, as its sole and exclusive remedy, this Agreement may be terminated by D-102 at any time thereafter during the continuance of that default by written notice to the Village, and D-102 shall be relieved of any and all liability under this Agreement.

24. **EXPENSES OF ENFORCEMENT.** D-102 shall pay upon demand all of the Village's costs, charges and expenses including courts costs and the fees of counsel, agents, and others retained by the Village incurred in enforcing the D-102's obligation hereunder or incurred by the Village in any litigation in which the D-102 causes the Village without the Village's fault to become involved or concerned, excluding any negotiations to extend or renew this Agreement. The Village shall pay upon demand all of D-102's costs, charges and expenses including courts costs and the fees of counsel, agents, and others retained by D-102 incurred in enforcing the Village's obligation hereunder or incurred by D-102 in any litigation in which the Village causes D-102 without D-102's fault to become involved or concerned, excluding any negotiations to extend or renew this Agreement.

25. **MISCELLANEOUS.**

(a) All rights and remedies of the Village under this Agreement shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) All payments becoming due under this Agreement and remaining unpaid when due will be subject to a Three Hundred and 00/100 Dollars (\$300.00) late charge and shall bear interest until paid at the annual rate of seven (7%) percent in excess of the Corporate base rate then

announced from time to time by CHASE unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged. Such late charge and interest shall be deemed Additional Fees hereunder.

(c) The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

(d) Each of the provisions of this Agreement shall extend to and shall, as the case may require, bind and inure to the benefit not only of the Village and of D-102, but also of their respective heirs, legal representative, successors and assigns, provided this clause shall not permit any assignment by D-102 contrary to the provisions of Paragraph 15 hereof.

(e) Except as otherwise provided, all of the representations and obligations of the Village are contained herein and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon the Village unless in writing signed by the Village or by a duly authorized agent of the Village empowered by a written authority signed by the Village.

(f) Submissions of this instrument for examination shall not bind the Village in any manner, and no Agreement or obligation of the Village shall arise until this instrument is signed by the Village and D-102 and delivery is made to each.

(g) No rights to light or air over any property, whether belonging to the Village or any other person, are granted to D-102 by this Agreement.

(h) At any time hereafter, the Village may (upon thirty [30] days prior notice) substitute for the Premises other premises in the Building (herein referred to as the "New Premises") provided that the New Premises shall be similar to the Premises in the area and usable for D-102's purposes; and if D-102 is already in occupancy of the Premises, then in addition the Village shall pay the expenses of D-102's moving from the Premises to the New Premises (including the cost of moving D-102's telephone equipment and the cost of new stationery) and for improving the New Premises so that they are substantially similar to the Premises. Such move shall be made during evenings, weekends, or otherwise so as to incur the least inconvenience to D-102.

(i) D-102 acknowledges that the Village has the right to transfer its interest in the Property and Building and in this Agreement, and D-102 agrees that in the event of any such transfer the Village shall automatically be released (subject to Paragraph 27(e) hereof) from all liability under this Agreement and D-102 agrees to look solely to such transferee for the performance of Village's obligations hereunder.

(j) The captions of paragraphs are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such paragraphs.

(k) D-102 represents and warrants that it is currently in good standing and authorized to do business in the State of Illinois, and D-102 covenants that it shall remain so during the entire Term.

(l) Village may terminate this Agreement on the last day of any month in any year (a) if Village proposes or is required, for any reason, to remodel, remove or demolish the Building or any

28. **SECURITY DEPOSIT.** D-102 shall deposit with the Village the sum of seven thousand nine-hundred sixteen and 66/100 Dollars (\$7,916.66), (hereinafter referred to as "Collateral"), as security for the prompt, full and faithful performance of all obligations of D-102 hereunder. Any unused Collateral may be applied to the last Monthly Base License Fee in Year 5 of the Agreement.

(a) If D-102 fails to perform any of its obligations hereunder, the Village may use, apply or retain the whole or any part of the Collateral for the payment of (i) any sum or other sums of money which D-102 may not have paid when due, (ii) any sum expended which the Village on D-102's behalf in accordance with the provisions of this Agreement, or (iii) any sum which the Village may expend or be required to expend by reason of D-102's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises as provided in Paragraph 22. The use, application or retention of the Collateral, or any portion thereof, by the Village shall not prevent the Village from exercising any other right or remedy provided by this Agreement or by law (it being intended that the Village shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the Village may otherwise be entitled. If any portion of the Collateral is used, applied or retained by Village for the purposes set forth above, D-102 agrees, within ten (10) days after the written demand therefor is made by Village, to deposit cash with the Village in an amount sufficient to restore the Collateral to its original amount.

(b) In no event shall the Collateral be deemed to be an advance of payment of License Fees.

(c) The Village shall have no obligation to pay interest on the Collateral;

(d) If the D-102 shall fully and faithfully comply with all of the provisions of this Agreement, the Collateral, or any balance thereof, shall be returned to D-102 without interest after the expiration of the Term or upon any later date after which D-102 has vacated the premises. In the absence of evidence satisfactory to Village of any permitted assignment of the right to receive the Collateral, or of the remaining balance thereof, Village may return the same to the original D-102. In such event, upon the return of the Collateral, or the remaining balance thereof to the original D-102, the Village shall be completely relieved of liability under this Paragraph 27 or otherwise with respect to the Collateral.

(e) D-102 acknowledges that the Village has the right to transfer its interest in the Property and Building and in this Agreement and D-102 agrees that in the event of any such transfer, Village shall have the right to transfer the Collateral to the transferee. Upon the delivery by Village to D-102 of such transferee's written acknowledgment of its receipt of such Collateral, the Village shall thereby be released by D-102 from all liability or obligation for the return of such Collateral and D-102 agrees to look solely to such transferee for the return of the Collateral.

(f) The Collateral shall not be mortgaged, assigned or encumbered in any manner whatsoever by D-102.

29. **REAL ESTATE BROKER.** The D-102 and the Village represent that the Village and D-102 have dealt with no broker in connection with this Agreement, and that the Village and D-102 represent no broker negotiated this Agreement or is entitled to any commission in connection therewith. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each Party shall

indemnify and hold harmless the other Party from and against any such claim based upon any statement, representation or agreement of such Party.

30. **COVENANT OF QUIET ENJOYMENT.** The Village covenants that the D-102, on paying the License Fee, applicable Additional Fees, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the D-102 to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof.

31. **PARKING.** D-102 shall have the exclusive right to use the parking spaces in the open air parking lot at the Building as depicted in the parking plan set forth on Exhibit C, attached hereto and incorporated herein ("D-102 Parking Spaces"). The Village shall designate the D-102 Parking Spaces by signage set out in the open air parking lot at the Building,

D-102 shall at all times obey the rules and regulations, now existing as outlined in Exhibit "B" attached hereto or hereinafter promulgated from time to time, of the Village in connection with parking in the D-102 Parking Spaces in the parking lot. D-102 acknowledges and agrees that its use of the parking lot and the D-102 Parking Spaces shall be at its sole risk. D-102 further acknowledges and agrees that Village does not provide security to automobiles parked in the parking lot at the Building and the Village is under no duty or obligation to provide any such security. D-102 assumes the risk of any damage or theft to its automobile and/or personal property left in same.

To the extent not expressly prohibited by law, D-102 agrees to hold harmless and indemnify the Village and the Village's agents, partners, shareholders, officers, directors, and employees from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon, incurred by or asserted to, including reasonable attorney's fees and expenses, that may arise from or be caused directly or indirectly by D-102's use of the parking lot.

32. **OPTION TO RENEW.** Provided that (i) this Agreement is in full force and effect, (ii) D-102 is in possession of the Premises, and (iii) D-102 is not in default under any of the terms, conditions and obligations of this Agreement, D-102 shall have the option to renew the term of this Agreement ("Option") for three (3) additional periods of five (5) years (each an "Option Period"). Each Option Period shall commence on the day following the expiration date of the Term or the expiration date of the preceding Option Period, if applicable. The tenancy resulting from the exercise of said option shall be on the same terms and conditions as set forth in this Agreement, except that monthly License Fee during the Option Period shall be increased by two percent (2%) annually over the License Fee paid in the last month of the Term or the expiration date of the License Fee paid in the last month of the preceding Option Period, if applicable. Said Option Period may be exercised only upon written notice thereof which must be received by Village at least two hundred seventy (270) days prior to the expiration date of the original Term or the expiration date of the preceding Option Period, if applicable.

If D-102 fails to exercise any Option during the period when said Option is available, or if this Agreement is no longer in full force and effect for any reason, all Options shall be void. Upon the expiration of any Option Period without any D-102 renewal, D-102 shall have no further Options to extend the Term of this Agreement.

33. **WAIVER OF JURY TRIAL AND COUNTERCLAIM.** D-102 hereby waives trial by jury in any action or proceeding brought by Village on any matters whatsoever arising out of or in any way

connected with this Agreement, the relationship of Village and D-102, D-102's use or any proceedings for nonpayment of any rent. D-102 will not interpose any counterclaim (except compulsory counterclaims) of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the D-102's right to assert such claims in any separate action or actions brought by the D-102.

34. **D-102'S RIGHT TO TERMINATE.** D-102 shall have the unilateral right to terminate this Agreement upon not less than Seven Hundred Twenty (720) days prior written notice to the Village ("Termination Notice"), effective the first (1st) day after the Seven Hundred Twenty First (721) day after the date of the Termination Notice ("Early Termination Date"). Upon the giving of a Termination Notice, this Agreement and the Term shall terminate on the Early Termination Date as fully and effectively as if the date said notice is given had been the date in this Agreement specifically provided for the termination of this Agreement and the Term. If the D-102 elects to terminate this Agreement, everything contained in this Agreement on the part of the Village to be done and performed shall cease on the Early Termination Date and this Agreement shall be canceled and terminated except for any provisions that specifically survive termination. Upon delivery of the Early Termination Notice, D-102 shall begin to vacate the Premises and re-deliver it to the Village on or before the Early Termination Date in the condition as required by the Agreement. D-102 shall continue to pay all License Fees and other charges as they come due through the Early Termination Date.

35. **CAPITAL BUY IN.** At the end of the Initial Term, D-102 will have the option to make a capital buy-in ("Capital Buy In") for D-102's proportionate share of the Building, which is 5.78% of the Village's original acquisition cost for the Property (calculated at \$774,566). If D-102 elects to make a Capital Buy In, a portion of its annual License Fee paid over the initial five (5) year Term will be credited against acquisition cost, at a rate of 25% of the License Fee paid. The remaining terms, covenants and conditions of and potential D-102 Capital Buy In is the subject of a separate agreement by and between the Village and D-102.

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, Village and D-102 have caused this Agreement to be duly executed as of the day and year first above written.

VILLAGE:
**THE VILLAGE OF BUFFALO
GROVE, ILLINOIS**, an Illinois
municipal corporation

D-102:
**APTAKISIC-TRIPP SCHOOL DISTRICT
102**, an Illinois School District

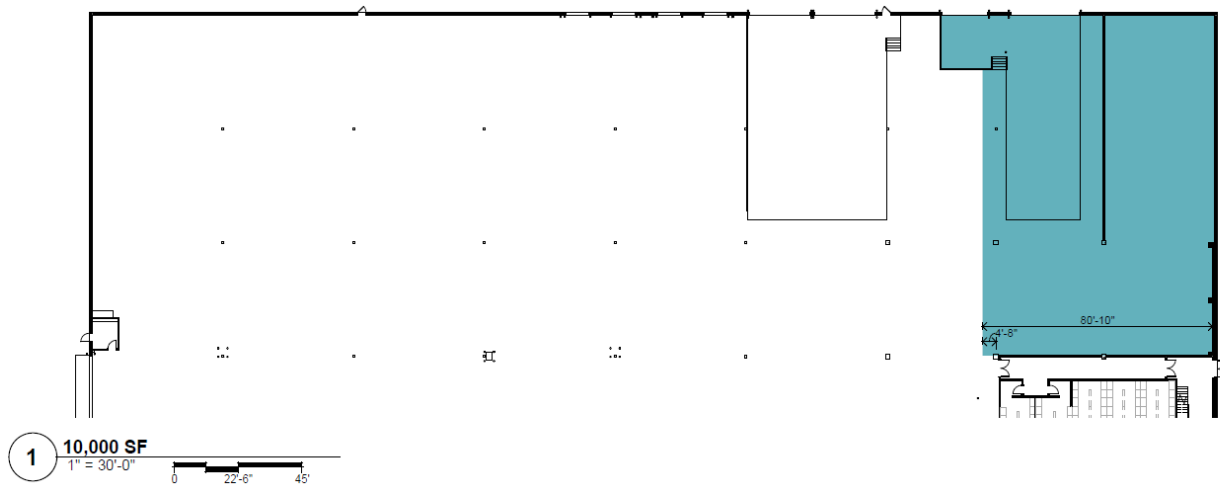
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"
D-102 LICENSED AREA



Village of Buffalo Grove
NEW PUBLIC WORKS FACILITY



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EXHIBIT "B"

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, concourses, ramps, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by D-102 or the employees, agents, servants, visitors or business of D-102 for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by the Village.

2. No awnings, air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of the Village. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by the Village. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be fluorescent, of a quality, type, design and bulb color approved by Village unless the prior consent of Village has been obtained for other lamping.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by D-102 on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Village. In the event of the violation of the foregoing by D-102, the Village may remove same without any liability, and may charge the expense incurred by such removal to the D-102 or D-102s violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for D-102 by the Village at the expense of D-102, and shall be of a standard size, color and style acceptable to the Village.

4. The exterior windows and doors that reflect or admit light and air into the Premises or halls, passageways or other public places in the Building, shall not be covered or obstructed, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any HVAC supply or exhaust equipment without the prior written consent of the Village.

5. The electrical and mechanical closets, water and wash closets, drinking fountains and other plumbing and electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the D-102 who, or whose servants, employees, agents, visitors or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as a sleeping or lodging quarters.

7. D-102, any D-102's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible, caustic, poisonous or explosive fluid, chemical or substance.

8. D-102, any D-102's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any weapons including but not limited to handguns, rifles and knives.

9. No bicycles, vehicles or animals of any kind (other than a seeing eye dog for a blind person or other certified service dogs), shall be brought into or kept by any D-102 in or about the Premises or the Building.

10. D-102 shall not use or occupy or permit any portion of the Premises to be used or occupied as an office for a public stenographer or typist, offset printing, or for the possession, storage, manufacture or sale of liquor, drugs, tobacco in any form or as a barber or manicure shop, an employment bureau, a labor office, a doctor or dentist's office, a dance or music studio, any type of school, or for any use other than those specifically granted in the Agreement. D-102 shall not engage or pay any employees on the Premises, except those actually working for D-102 on said Premises, and D-102 shall not advertise for labor giving an address at said Premises.

11. The Village shall have the right to prohibit any advertising by D-102 which, in Village's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from the Village, D-102 shall refrain from or discontinue such advertising. In no event shall D-102, without the prior written consent of the Village, use the name of the Building or use pictures or illustrations of the Building.

12. Any person in the Building will be subject to identification by employees and agents of the Village. All persons in or entering Building shall be required to comply with the security policies of the Building. D-102 shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss, or damage. The Village shall not be responsible for the theft, loss, or damage of any property.

13. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any other door therein shall be changed or altered in any respect without the written consent of the Village. The Village shall furnish two keys for each lock on exterior doors to the Premises and shall, on D-102's request and at D-102's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to the Village upon termination of this Agreement. The Village may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use.

14. D-102 shall give immediate notice to the Village in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

15. D-102 shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions except in connection with its own business and not as a service for others, without the Village's prior permission.

16. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by the Village, and then only upon having been scheduled at least two (2) working days prior to the date on which such service is required. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as the Village shall require.

17. D-102s, or the employees, agents, servants, visitors or licensees of D-102 shall not at any time or place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways of the Building.

18. D-102 shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other D-102s and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without the Village's prior written approval.

19. D-102 shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and building rules and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

20. D-102 shall not serve, nor permit the serving of alcoholic beverages in the Premises unless D-102 shall have procured Host Liquor Liability insurance, issued by companies and in amounts reasonably satisfactory to the Village, naming the Village as an additional insured.

21. The requirements of D-102 will be attended to only upon written application at the Office of the Building. Employees shall not perform any work or do anything outside of the regular duties unless under special instructions from the Office of the Building.

22. Canvassing, soliciting and peddling in the Building is prohibited and D-102 shall cooperate to prevent the same.

23. Except as otherwise explicitly permitted in its Agreement, D-102 shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machine or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same as shall be approved by Village.

24. D-102 shall at all times keep the Premises neat and orderly.

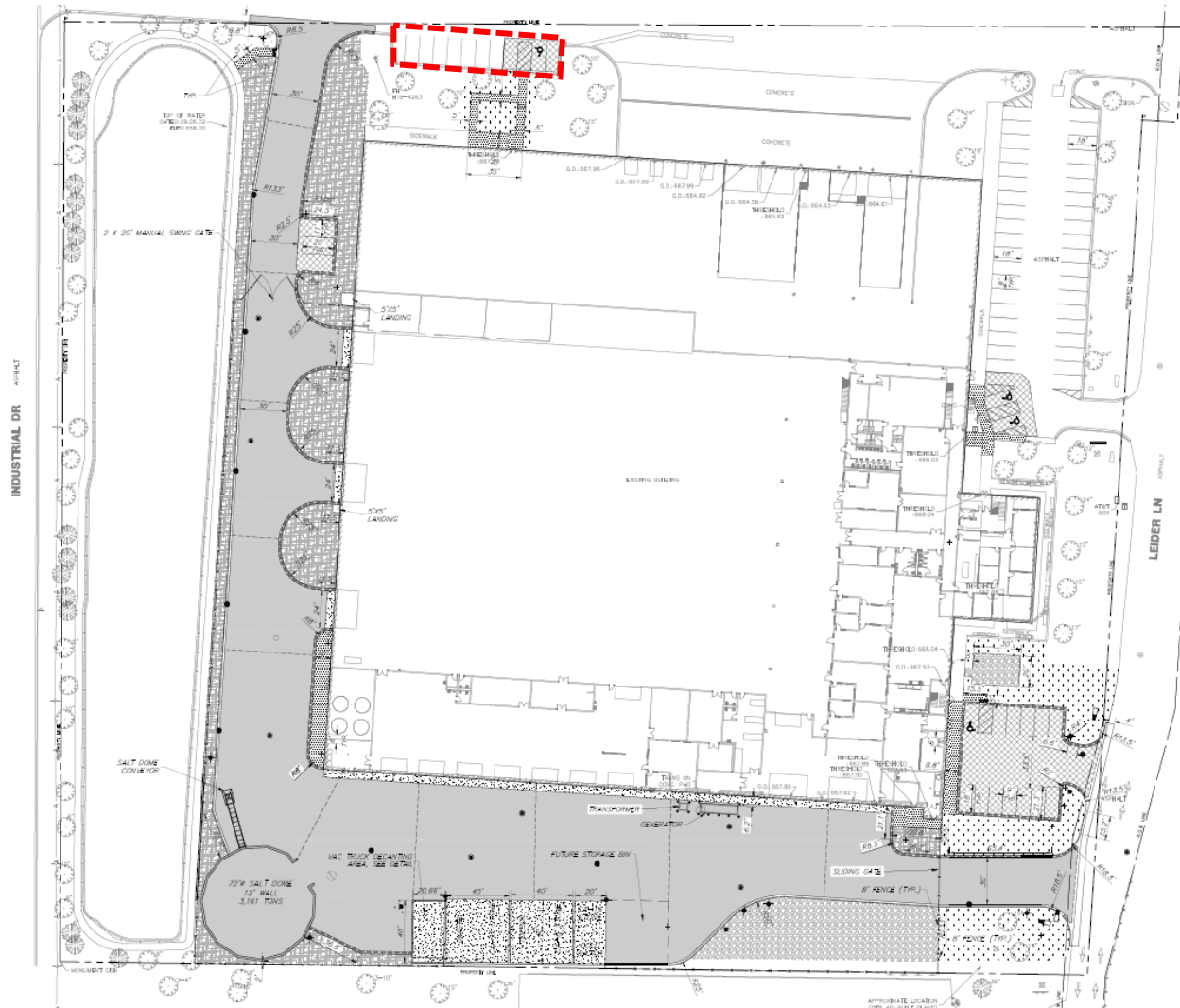
25. D-102, its servants, employees, customers, invitees and guests shall, when using the parking facilities in and around the building, observe and obey all signs regarding fire lanes, handicapped and no parking, or otherwise regulated parking zones, and when parking always park between the designated lines. Village reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in violation of a posted regulation. All vehicles shall be parked at the sole risk of the owner, and Village assumes no responsibilities for any damage to or loss of vehicles.

26. D-102, and the employees, agents, servants, visitors or licensees of D-102 shall, at all times, conduct themselves in a businesslike manner.

27. D-102 shall not allow and shall use its best efforts to prevent its employees, customers, or invitees from loitering in the common areas of the Building or from disturbing, in any manner, the business operations of any other D-102 of the Building.

28. In accordance with the Illinois Indoor Clean Air Act, no smoking is permitted in the common areas, bathrooms, elevators, stairwells, corridors and vestibules.

EXHIBIT C PARKING PLAN



Permitted Parking Area (5 spaces)