



## AGENDA

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 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 January 21, 2025 Village Board Regular Meeting
- b. Draft Minutes of the February 3, 2025 Village Board Committee of the Whole Meeting

#### 3. Approval of Warrant

- a. Approval of Warrant #1378 (Trustee Bocek, )

#### 4. Village President's Report

#### 5. Village Manager's Report

#### 6. Special Business

- a. Rotary to Present Employee of the Year Award and Special Commendation Award (Trustee Cesario, Brian Budds)

#### 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. Community Rating System 2025 Annual Recertification Information (Trustee Stein, Kyle Johnson)
- b. O-2025-21 An Ordinance Authorizing an Intergovernmental Governmental Agreement with IPWMAN (Trustee Stein, Kyle Johnson)

- c. O-2025-22 Ordinance Approving an Intergovernmental Agreement with the Lake County Stormwater Management Commission to Receive Funding for Bordeaux Natural Area (Trustee Stein, Kyle Johnson)
- d. O-2025-23 Ordinance Authorizing the Purchase of Holmatro Extrication Equipment from Jefferson Fire Equipment (Trustee Cesario, Lawrence Kane)
- e. O-2025-30 Approval of Revisions to Budget Scoping for a Grant Agreement from the State of Illinois for Work on Pump Station 6. (Trustee Stein, Kyle Johnson)
- f. O-2025-24 An Ordinance Approving a Temporary Construction Easement at 750 Hastings Lane (Trustee Stein, Kyle Johnson)
- g. O-2025-25 Ordinance Approving a Special use for a Child Care Facility at 1390 Busch Parkway. (Trustee Weidenfeld, Nicole Woods)
- h. O-2025-26 Ordinance Approving a Sign Variation at 1250 Radcliffe. (Trustee Weidenfeld, Nicole Woods)
- i. R-2025-11 Resolution adopting the 2025 Zoning Map (Trustee Weidenfeld, Nicole Woods)
- j. O-2025-27 Ordinance Authorizing the Purchase of One Fire Department Fleet Vehicle from Currie Motors (Trustee Bocek, James Warnstedt)

## 9. Ordinances and Resolutions

- a. O-2025-28 An Ordinance Authorizing the Village Manager to Enter into an Agreement with Fredrick Quinn Construction for Construction Management Services for the Building of Fire Station 25. (Trustee Cesario, Lawrence Kane)
- b. R-2025-12 Resolution authorizing the Village Manager to execute a Use Agreement and License with Long Grove Fire Protection District (LGFPD) for the Village owned Property at 1650 Leider Lane (Trustee Johnson, Christopher Stilling)
- c. O-2025-29 Ordinance Approving Village Manager Compensation (President Smith, Dane Bragg)

## 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.*

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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: February 18, 2025

#### AGENDA ITEM 2.a.

#### Draft Minutes of the January 21, 2025 Village Board Regular Meeting

##### Contacts

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Liaison: Clerk Sirabian

Staff: Samina Shaikh

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I move to approve the minutes of the January 6, 2025 Village Board Regular Meeting.

##### Summary

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N/A

##### Strategic Alignment

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###### Guiding Principle

Principle 2: Outstanding Village Services

###### Goal

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

##### File Attachments

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1. Draft Minutes - 01/21/2025 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  
TUESDAY, JANUARY 21, 2025**

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**CALL TO ORDER**

President Smith called the meeting to order at 7:00 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; Jim Warnstedt, Deputy Director of Public Works; Kyle Johnson, Deputy Public Works Director/Village Engineer; Katie Golbach, Director of Human Resources; Tyler Grace, Assistant Village Manager/Administrative Services; Nicole Woods, Director of Community Development; Chris Black, Director of Finance; Molly Gillespie, Communications Director; Geoff Tollefson, Director of Golf Operations; Fire Chief Kane; and Police Chief Budds.

**APPROVAL OF MINUTES**

Moved by Cesario, seconded by Johnson, to approve the minutes of the January 6, 2025, Regular Meeting.  
Upon roll call, Trustees voted as follows:

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

**WARRANT #1377**

Mr. Black read Warrant #1377. Moved by Bocek, seconded by Ottenheimer, to approve Warrant #1377 in the amount of \$2,493,098.73 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**

There is no Village President's Report tonight.

**VILLAGE MANAGER'S REPORT**

Chief Budds presented a brief background of the credentials of our newest police officer, Christian Reyes.

Ed McKee, Chairman of the Board of Fire & Police Commissioners, administered the Oath of Office to **Officer Christian Reyes**, after which Officer Reyes' girlfriend, Madeline, pinned on his badge as he was welcomed and congratulated by the audience and the Board. Officer Reyes thanked his family for their support and the Board and the Buffalo Grove Police Department for this opportunity and noted that he is excited to face new challenges and make a difference in our community.

**TRUSTEE REPORTS**

There are no Trustee Reports tonight.

## **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.

### **Proclamation – National Holocaust Day**

Motion to approve a Proclamation declaring January 27, 2025, as Holocaust Remembrance Day in the Village of Buffalo Grove.

### **Ordinance No. 2025-10 – 851 Krause Drive**

Motion to pass Ordinance No. 2025-10 authorizing the granting of an Easement to Lake County Public Works at 851 Krause Drive, pending final review by the Village Attorney.

### **Ordinance No. 2025-11 – 851 Krause Drive**

Motion to pass Ordinance No. 2025-11 authorizing the granting of an Easement to Commonwealth Edison at 851 Krause Drive, pending final review by the Village Attorney.

### **Ordinance No. 2025-12 - LCDOT**

Motion to pass Ordinance No. 2025-12 authorizing an Amendment to the Master Traffic Signal Agreements with the Lake County Division of Transportation.

### **Resolution No. 2025-9 – Capital Expenditures**

Motion to pass Resolution No. 2025-9 expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Buffalo Grove, Cook and Lake Counties, Illinois.

### **Ordinance No. 2025-13 – Currie Motors**

Motion to pass Ordinance No. 2025-13 authorizing the purchase of one Department of Public Works Fleet Vehicle from Currie Motors.

### **Ordinance No. 2025-14 – Currie Motors**

Motion to pass Ordinance No. 2025-14 authorizing the purchase of three Police Department Fleet Vehicles from Currie Motors.

### **Ordinance No. 2025-15 – MAP**

Motion to pass Ordinance No. 2025-15 approving a Letter of Agreement between the Village of Buffalo Grove and the Metropolitan Alliance of Police (MAP), Buffalo Grove Police Patrol Officer Chapter #672.

### **Resolution No. 2025-10 – 2025 Pay Ranges**

Motion to pass Resolution No. 2025-10 approving the Revised 2025 Pay Ranges for the Village of Buffalo Grove Employees.

### **Ordinance No. 2025-16 – Vernon Township**

Motion to pass Ordinance No. 2025-16 approving an Amendment to an Intergovernmental Agreement with Vernon Township.

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. 2025-17 – BUILDERS PAVING**

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2025-17 authorizing execution of a contract with Builders Paving for the 2025 Street Resurfacing Project, in an amount not to exceed \$2,615,416.10 which includes a 10% Village controlled contingency, consistent with materials contained in Board packets and pending final review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, 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.

#### **ORDINANCE NO. 2025-18 – BOLDER CONTRACTORS**

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2025-18 authorizing execution of a contract with Bolder Contractors for the 2025 Mill Creek Street & Utility Project, in an amount not to exceed \$2,638,515.00 which includes Alternate 1, and a 10% Village controlled contingency, consistent with materials contained in Board packets and pending final review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared.

Upon roll call, Trustees voted as follows:

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

#### **ORDINANCE NO. 2025-19 – BERGER CONTRACTING**

Moved by Stein, seconded by Cesario, to pass Ordinance No. 2025-19 authorizing execution of a contract with Berger Contracting for the 2025 Northwood Street & Utility Improvement Project, consistent with materials contained in Board packets and pending final review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg, dated January 9, 2025, after which he responded to comments and questions from the Board.

Board members recognized Mr. Johnson and staff for their efforts in saving taxpayers over \$5,000,000.00 on the various projects presented tonight.

Upon roll call, Trustees voted as follows:

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

**ORDINANCE NO. 2025-20 – INTERGOVERNMENTAL AGREEMENT**

Moved by Stein, seconded by Ottenheimer, to pass Ordinance No. 2025-20 approving a post-award Intergovernmental Agreement with the Lake County Stormwater Management Commission relating to a \$5,500,000.00 grant for Capital Improvement to Northwood Subdivision and Horatio Gardens, pending approval of the Village Attorney and Village Engineer.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared.

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 Weidenfeld, seconded by Johnson, 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 7:26 P.M.

\_\_\_\_\_  
Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18<sup>th</sup> DAY OF February 2025

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Village President



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 2.b.

#### Draft Minutes of the February 3, 2025 Village Board Committee of the Whole Meeting

##### Contacts

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Liaison: Clerk Sirabian

Staff: Samina Shaikh

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I move to approve the minutes of the February 3, 2025 Village Board Committee of the Whole Meeting.

##### Summary

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N/A

##### Strategic Alignment

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###### Guiding Principle

Principle 2: Outstanding Village Services

###### Goal

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

##### File Attachments

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1. Draft Minutes - 02/03/2025 Committee of the Whole Meeting



**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &  
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE  
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,  
BUFFALO GROVE, ILLINOIS, MONDAY FEBRUARY 3, 2025**

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**CALL TO ORDER**

President Smith called the meeting to order at 7:00 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; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager – Administrative Services; Chris Black, Finance Director; Katie Golbach, Director of Human Resources; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Kyle Johnson, Deputy Public Works Director/Village Engineer; Tyler Ankney, Public Works Management Analyst; Briget Schwab, Assistant Village Engineer; Police Chief Budds; Deputy Police Chief Rodriguez; and Fire Chief Kane.

The **Committee of the Whole Meeting** consisted of staff reports and Board discussion on the listed topics, with staff answering questions from the Board on each topic.

**VILLAGE PRESIDENT’S REPORT**

President Smith commented on a display at the **World’s Fair** recently held at Stevenson High School and noted that Buffalo Grove prides itself on being a community where safety is paramount and ensuring that our children feel secure and free from hate or discrimination is a top priority.

President Smith recognized Amy Leibach and her daughter, Kaylee, for their fundraising efforts to provide books and puzzles to victims of natural disasters such as the California wildfires and the North Carolina flood victims. Ms. Gillespie then noted that Kaylee and Amy are now the inaugural recipients of the Village’s new **Caring Community Program**, as they were thanked and congratulated by the audience and the Board. Ms. Gillespie noted that this new recognition program aims to celebrate individuals, groups, organizations and programs in Buffalo Grove that embody the community’s “Smart. With Heart.” brand. The initiative recognizes outstanding contributions that enhance quality of life, demonstrate leadership and reflect the values of collaboration, compassion, and innovation within Buffalo Grove and beyond. Further details may be found in the Agenda Item Summary that Ms. Gillespie prepared. Ms. Leibach thanked the Board for this honor and noted that she and Kaylee find so much comfort and pleasure in books and puzzles and believe that this is a way to bring some joy to those affected by the horrific disasters that have occurred in our country recently.

**ASSISTANT VILLAGE ENGINEER**

Mr. Johnson introduced Briget Schwab, our new addition to Public Works, as the **Assistant Village Engineer**. As she was welcomed by the audience and the Board, Ms. Schwab thanked the Board for the opportunity and noted that she is excited to be a part of the team working for the community.

**POLICE DEPARTMENT CADET PROGRAM**

Chief Budds reviewed the Police Department Cadet Program, noting that the purpose of the program is to establish and foster positive relationships with the youth of our community while providing them with an

opportunity to explore career interest in law enforcement, further details of which may be found in his memo to Mr. Bragg of January 20, 2025, as well as the ensuing PowerPoint presentation.

#### **COMMISSION FOR RESIDENTS WITH DISABILITIES**

Mr. Ankney reviewed a PowerPoint presentation regarding fund raising sponsorship programs for the Rick Kahen Commission for Residents with Disabilities designed to raise funds to continue to provide impactful and meaningful family events for our disabled residents.

#### **CLOVE PARK**

Ms. Woods began by providing a brief background and timeline for the Clove Park. Using an extensive PowerPoint presentation, Ms. Woods reviewed planning for Clove Park, details of which may be found in her memo to Mr. Bragg of January 30, 2025.

#### **QUESTIONS FROM THE AUDIENCE**

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.

#### **EXECUTIVE SESSION**

Moved by Johnson, seconded by Ottenheimer, to move to Execution Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.** Upon roll call, Trustees voted as follows on the motion:

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

The Board moved to Executive Session from 8:02 P.M. until 10:08 P.M.

#### **ADJOURNMENT**

Moved by Weidenfeld, seconded by Stein, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried.

The meeting was adjourned at 10:09 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18<sup>th</sup> DAY OF February 2025

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Village President



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 3.a.

#### Approval of Warrant #1378

##### Contacts

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Liaison: Trustee Bocek

Staff:

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I move to approve Warrant #1378 in the amount of \$6,691,216.30

##### Summary

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Warrant #1378 in the amount of \$6,691,216.30

##### Strategic Alignment

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###### Guiding Principle

N/A

###### Goal

N/A

##### File Attachments

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1. Summary Warrant 1378



**VILLAGE OF BUFFALO GROVE WARRANT #1378**  
**18-Feb-25**

|                                               |                            |
|-----------------------------------------------|----------------------------|
| General Fund:                                 | 1,229,900.71               |
| Parking Lot Fund:                             | 325.49                     |
| Motor Fuel Tax Fund:                          | 0.00                       |
| Debt Service Fund:                            | 0.00                       |
| School & Park Donations:                      | 0.00                       |
| Lake Cook Rd TIF Fund:                        | 0.00                       |
| Capital Projects-Facilities:                  | 429,985.96                 |
| Capital Projects-Vehicles/Equipment:          | 967.00                     |
| Capital Projects-Streets:                     | 730,895.72                 |
| Retiree Health Savings (RHS):                 | 114,246.64                 |
| Water Fund:                                   | 1,372,179.43               |
| Buffalo Grove Golf Fund:                      | 52,060.80                  |
| Arboretum Golf Fund:                          | 119,187.98                 |
| Refuse Service Fund:                          | 0.00                       |
| Information Technology Internal Service Fund: | 174,708.67                 |
| Central Garage Internal Service Fund:         | 90,205.08                  |
| Building Maintenance Internal Service Fund:   | 73,350.92                  |
|                                               | <u>4,388,014.40</u>        |
| PAYROLL PERIOD ENDING 1/26/2025               | 1,159,236.56               |
| PAYROLL PERIOD ENDING 2/09/2025               | 1,143,965.34               |
|                                               |                            |
| <b>TOTAL WARRANT #1378</b>                    | <u><u>6,691,216.30</u></u> |

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

\_\_\_\_\_  
Village Clerk

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Village President



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 6.a.

#### Rotary to Present Employee of the Year Award and Special Commendation Award

##### Contacts

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Liaison: Trustee Cesario

Staff: Brian Budds

##### Staff Recommendation

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Staff recommends presentation.

##### Recommended Motion

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N/A

##### Summary

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Rotary will present the Employee of the Year award to Officer Timothy Kroski in recognition of his outstanding performance in various roles throughout the year, including his work as a Field Training Officer and his mentorship as the Buffalo Grove High School Resource Officer. Additionally, Officer Gabriel Augustyniak will receive a Special Commendation for his leadership in traffic law enforcement and his distinction for conducting thorough investigations on calls for service.

##### Strategic Alignment

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###### Guiding Principle

Principle 2: Outstanding Village Services

Principle 4: High Performing Village Team

###### Goal

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

##### File Attachments

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None



# AGENDA ITEM SUMMARY

## BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

### AGENDA ITEM 8.a.

#### Community Rating System 2025 Annual Recertification Information

##### Contacts

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Liaison: Trustee Stein

Staff: Kyle Johnson

##### Staff Recommendation

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Staff recommends acceptance.

##### Recommended Motion

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No action is needed at this time.

##### Summary

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###### Background

Since October 2021, the Village has participated in the Community Rating System (CRS) by the National Flood Insurance Program (NFIP) administered by the Federal Emergency Management Agency (FEMA). As part of this participation, certain documents are required to be supplied to the community's governing board. These documents are listed below and will also be made available on the Village flood information web page as part of the requirements of the program.

There is no action that needs to be taken by the Board at this time.

Documents required by the NFIP as part of the Community Rating System:

- FEMA form CC-213 Recertification Packet
- Flood Readiness Information Letter sent to 22 homes in the area of repetitive loss
- property
- CRS Activity 510 - Annual Progress Report on Implementation of Credited Plan

##### Strategic Alignment

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###### Guiding Principle

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

## **Goal**

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

## **File Attachments**

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1. Buffalo Grove IL 2025 Recert Packet (completed)
2. CRS recertification attachments



DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency

CRS COMMUNITY CERTIFICATIONS

OMB Control Number: 1660-0022  
Expiration: 10/31/2023

Community Buffalo Grove, Village of State IL CID 170068  
(6-digit NFIP Community Identification Number)

**Note:** Please cross out any incorrect items, below, as needed, and insert the updated information.

**CC-213 Recertification**

Recertification due date 2/3/2025

| Chief Executive Officer |                                          | CRS Coordinator                          |  |
|-------------------------|------------------------------------------|------------------------------------------|--|
| Name                    | Dane Bragg                               | Kyle Johnson, PE                         |  |
| Title                   | Village Manager                          | Assistant Public Works Director          |  |
| Address                 | 50 Raupp Blvd<br>Buffalo Grove, IL 60089 | 51 Raupp Blvd<br>Buffalo Grove, IL 60089 |  |
| Phone number            | 847-459-2500                             | (847) 459-2523                           |  |
| E-mail address          | dbragg@vbg.org                           | kjohnson@vbg.org                         |  |

I hereby certify that Village of Buffalo Grove [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force flood insurance policies for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature  (Chief Executive Officer)

Date 1.21.25

CC-213-1

[continued on next page]



| CRS Program Data Table                                                       | A. In the SFHA                                                   | B. In a regulated floodplain outside the SFHA | C. In the rest of the community |
|------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------|---------------------------------|
| 1. Last report's number of buildings in the SFHA (bSF) (line 6, last report) | 90                                                               |                                               |                                 |
| 2. Number of new buildings constructed since last report                     | + 0                                                              | 0                                             |                                 |
| 3. Number of buildings removed/demolished since last report                  | - 0                                                              |                                               |                                 |
| 4. Number of buildings affected by map revisions since last report (+ or -)  | 0                                                                |                                               |                                 |
| 5. Number of buildings affected by corporate limits changes (+ or -)         | 0                                                                |                                               |                                 |
| 6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)     | 90                                                               |                                               |                                 |
|                                                                              |                                                                  |                                               |                                 |
| 7. Number of substantial improvement/damage projects since last report       | 0                                                                | 0                                             |                                 |
| 8. Number of repetitive loss properties mitigated since last report          | 0                                                                | 0                                             | 0                               |
| 9. Number of LOMRs and map revisions (not LOMAs) since last report           |                                                                  |                                               |                                 |
|                                                                              |                                                                  |                                               |                                 |
| 10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report) | 456.4                                                            |                                               |                                 |
| 11. Acreage of area(s) affected by map revisions since last report (+ or -)  | 0                                                                | 0                                             |                                 |
| 12. Acreage of area(s) affected by corporate limits changes (+ or -)         | 0                                                                | 0                                             |                                 |
| 13. Current acreage of the SFHA (total lines 10-12)                          | 456.4                                                            |                                               |                                 |
| 14. Primary source for building data:                                        | GIS - ESRI - arcGIS - Building & Zoning Database & archival data |                                               |                                 |
| 15. Primary source for area data:                                            | GIS - ESRI - arcGIS                                              |                                               |                                 |
| 16. Period covered:                                                          | January 1, 2024 to December 31, 2024                             | Current FIRM date                             | September 18, 2013              |
|                                                                              |                                                                  |                                               |                                 |
| <i>If available, the following data would be useful:</i>                     |                                                                  |                                               |                                 |
| 17. Number of new manufactured homes installed since last report             | 0                                                                | 0                                             | 0                               |
| 18. Number of other new 1 -4 family buildings constructed since last report  | 0                                                                | 0                                             |                                 |
| 19. Number of all other buildings constructed/installed since last report    | 0                                                                | 0                                             |                                 |

Comments:

(Please note the number of the line to which the comment refers.)

Community Buffalo Grove, Village of State IL CID 170068  
(6-digit NFIP Community Identification Number)

## Instructions

At the first verification visit after the effective date of the 2013 *CRS Coordinator's Manual*, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed. At all subsequent annual recertifications and cycle verification visits, the entire table is completed. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

## Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community.

Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

## Instructions for the Lines

Lines 1-7 deal with buildings.

- o Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- o Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- o As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- o If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A --In the SFHA.
- o In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A --In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B --In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10 -13 deal with areas.

- o These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- o Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- o Section 403.e notes that communities "should not spend an inordinate amount of time measuring areas." As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- o Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- o In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17 -19 are voluntary, if the numbers are readily available.

- o Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- o The total of lines 17 -19 should equal the value entered in line 2.

CC-213-3

Community Buffalo Grove, Village of State IL CID 170068  
County Cook, Lake

## COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore, and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

KS 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates, V Zone design certificates and engineered opening certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. [KS] *Initial here is you have had no new construction or substantial improvement in the SFHA in the last year.*

KS 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 0 new building and substantial improvements in the SFHA during this reporting period.

KS 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

KS 330 OP: We continue to conduct or provide all credited outreach projects.

KS 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.

KS 350 LIB/LPD: Our public library continues to maintain flood protection materials.

KS 410 MAP: We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.



Community Buffalo Grove, Village of State IL CID 170068  
County Cook, Lake

## COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- KS 420 OSP: We continue to preserve our open space in the floodplain.
- KS 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit.  
[n/a] Initial here if you have amended your floodplain regulations. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.**
- KS 430 RA: We continue to enforce our procedures for administering our floodplain management regulations. If applicable, we also continue to employ CFMs and staff who took credited training courses. We currently have 1 CFMs on staff.
- KS 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.
- KS 450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [n/a] Initial here if you have amended your stormwater management regulations that will impact your CRS program. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.**
- KS 450 ESC/WQ: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.
- KS 502 RL: We currently have 1 repetitive loss properties and send our notice to 22 properties in the repetitive loss areas.
- KS 502 RL: **Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.**
- KS 510 FMP: **Attached is a copy of our floodplain management plan's annual progress report for the action items contained in the plan.** We have included a progress report template for you to use (in the email notification) if you don't have one of your own.
- KS 510 FMP: We have provided copies of this progress report to our governing board and local media.

Community Buffalo Grove, Village of State IL CID 170068  
County Cook, Lake

## COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Additional Comments:

Attachments:

1) Per 502 RL: attached is a copy of 2024's targeted flood readiness information letter as sent out to 22 properties in the vicinity of the community's one known repetitive loss property.

2) Per 510 FMP: attached is a copy of CRS Activity 510 Annual Progress Report on Implementation of Credited Plan. Note in 2024, the Village adopted a complementary but jurisdictionally-specific credited plan and now officially participates in two FEMA-accredited plans.

# VILLAGE OF BUFFALO GROVE

Fifty Raupp Blvd  
Buffalo Grove, IL 60089  
Fax 847-459-7906



**Andrea Larson**  
Civil Engineer  
847-808-2643

**VIA MAIL**

October 21, 2024

Dear Residents,

You may have noticed that this past month was National Preparedness Month. If you haven't taken these preparedness tips to heart, it's not too late! We're here to offer tips and resources for you to make plans to keep your family ready to handle the unexpected. The Village of Buffalo Grove has participated in the Community Rating System (CRS) with the Federal Emergency Management Association (FEMA). As part of the CRS, the Village *mails an annual letter to flood prone areas encompassing properties* that may have received flood damage more than once.

The following are some things you can do to protect yourself and your neighborhood from flood damage:

1. Prepare for flooding by doing the following:
  - Create a communication plan with your family and friends. Make a list of emergency numbers and identify a safe place to go to.
  - Assemble an emergency kit including food, water, and medicine to last at least three days.
  - Collect and put cleaning supplies, camera, waterproof boots, etc. in a handy place.
  - Know how to shut off the electricity and gas to your house when a flood comes.
  - Make a household inventory, especially of basement contents.
  - Put insurance policies, valuable papers, medicine, etc. in a safe place.
  - Develop a disaster response plan – See the Red Cross' website for a copy of the brochure "Your Family Disaster Plan": [www.redcross.org/services/disaster/](http://www.redcross.org/services/disaster/)
  - Get a copy of *Repairing Your Flooded Home* from the Red Cross' website, too.
2. Consider some permanent flood protection measures.
  - Mark your fuse or breaker box to show the circuits to the floodable areas. Turning off the power to the basement can reduce property damage and save lives.
  - Consider elevating or flood-proofing your house or important mechanical/electrical systems above flood levels.
  - Check your building for water entry points. These can be basement windows, the basement stairwell, doors, and dryer vents. These can be protected with low walls or temporary shields.
  - Install a floor drain plug, standpipe, overhead sewer, or sewer backup valve to prevent sewer backup flooding.

- More information can be found in Homeowner's Guide to Retrofitting: Six Ways to Protect Your House from Flooding at [www.fema.gov/sites/default/files/2020-08/FEMA\\_P-312.pdf](http://www.fema.gov/sites/default/files/2020-08/FEMA_P-312.pdf)
  - Note that some flood protection measures may need a building permit and others may not be safe for your type of building, so be sure to talk to the Building Department.
3. Know your flood risk for your home and property
- Go to <https://msc.fema.gov/portal/home> or talk to the Engineering Division to help determine the flood risks for your home and property. Just because your property was not in a Special Flood Hazard Area previously, does not mean that is still true! FEMA updates their maps occasionally and this may change your home's status.
  - There are Federal Programs for pre and post flood mitigation programs and for severe repetitive loss properties. Contact us at (847) 459-2523 for more information.
  - Get a flood insurance policy – it will help pay for repairs after a flood and, in some cases, it will help pay the costs of elevating or flood-proofing a substantially damaged building.
4. Get a flood insurance policy.
- Homeowner's insurance policies do not cover damage from floods. However, because the Village participates in the National Flood Insurance Program, you can purchase a separate flood insurance policy. This insurance is backed by the Federal government and is available to everyone, even properties that have been flooded. Because the Village participates in the Community Rating System, you will receive a reduction in the insurance premium.
  - Some people have purchased flood insurance because it was required by the bank when they got a mortgage or home improvement loan. Typically these policies just cover the building's structure and not the contents. There is often more damage to the furniture and contents than there is to the structure. Be sure you have contents coverage.
  - Don't wait for the next flood to buy insurance protection. In most cases, there is a 30-day waiting period before National Flood Insurance Program coverage takes effect.
  - Contact your insurance agent for more information on rates and coverage.

For more information regarding important Buffalo Grove flood information, or if you have any questions, comments or concerns regarding your property or any of the aforementioned information, please do not hesitate to contact me.

Sincerely,



Andrea Larson  
Civil Engineer  
Department of Public Works

**CRS Activity 510**  
**Annual Progress Report on Implementation of Credited Plan**

**Which Plan is this for (use separate templates for each credited Plan):**

- ☒ **Floodplain Management Plan (Hazard Mitigation Plan)**
- ☐ **Repetitive Loss Area Analysis**
- ☐ **Floodplain Species Plan**
- ☐ **Substantial Damage Plan**

**Name of Community:**

*Village of Buffalo Grove*

**Date this Annual Progress Report was prepared (not the date of adoption of the credited Plan):** *January 13, 2024*

**Name of Plan:**

- *Lake County All Natural Hazards Mitigation Plan (LC ANHMP)*
- *Cook County Multi-Jurisdictional Hazard Mitigation Plan (CC MJ-HMP)*

*NOTE – The Village of Buffalo Grove spans both Cook and Lake Counties. To better serve residents and projects in the Cook County jurisdiction, the Village of Buffalo Grove participated in and adopted its own annex to the CC MJ-HMP in 2024. Village emergency response planners and hazard mitigation project personnel reviewed available guidance and discussed potential issues and benefits of being in two plans. Village officials decided the best way to serve all Buffalo Grove residents and businesses was the two-plan option. The Cook County annex was structured to minimize differences for planning purposes.*

**Date of Adoption of Plan:**

- *June 19, 2023 (LC ANHMP)*
- *October 21, 2024 (CC MJ-HMP)*

**5 Year CRS Expiration Date:**

- *July 5, 2028 (for LC ANHMP)*
- *September 24, 2029 (for CC MJ-HMP)*

**1. How can a copy of the credited Plan be obtained:**

*A copy of the LC ANHMP is available online at*

*<https://www.lakecountyil.gov/DocumentCenter/View/52360/ANHMP-2022-FINAL-PLAN?bidId=>*

*A link to the CC MJ-HMP can be found online at:*

*[Hazard Mitigation Plan Updates | Emergency Management and Regional Security](#)*



**2. Describe how this annual progress report (not the credited Plan) was prepared and how it was submitted to the governing body, released to the media, and made available to the public:**

The progress made on the All-Natural Hazards Mitigation Plan was reviewed and summarized in December as requested by Lake County. Public Works Engineering staff gather input based on the Village's Action Items contained in the credited Plan. Key staff from both Police and Fire Departments provide additional information with the CRS Coordinator having final review and assessment of the overall status of the natural hazards mitigation efforts.

Once completed, this progress report, along with the entire CRS annual recertification submittal materials, is included as an informational packet to the Village's governing Board and is posted publicly on the Village's Flood Information web page.

In 2024, the progress report was included as part of the Board's agenda packet for their March 4, 2024 Regular Meeting and it is anticipated to be included in the Board's agenda packet for an upcoming February meeting this year as well. Materials are available via the Village's website once the Board has had the opportunity to review the plan.

The Village maintains a Flood Information page ([https://www.vbg.org/resident\\_services/resident\\_resources/flood\\_information.php](https://www.vbg.org/resident_services/resident_resources/flood_information.php)) where this progress report and additional documents and information on the NFIP are maintained. Additional attention is provided via the Village's digital outreach on various social media sites throughout the year as part of our 330 OP activities.

**3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:**

The following are supplied Action Items as adopted by the Village of Buffalo Grove and their current status for the 2024 calendar year per the Lake County ANHMP as the Cook County MJ-HMP was only recently adopted;

Action Item 1: Plan Adoption Completed      June 19, 2023

Action Item 2: Participation on the Hazard Mitigation Planning Committee and Plan Monitoring and Maintenance

Ongoing - staff attended the annual LC ANHMP meeting on 11/20/2024.

Action Item 3: Incorporate ANHMP into Other County and Municipal Plans

The Village continues to utilize the ANHMP when updating our own emergency plans.

Ongoing. In 2024, staff participated in the update to Cook County's Multi-Jurisdictional Hazard Mitigation Plan (CC MJ-HMP). The Village adopted it's specific annex to this plan by resolution on October 21, 2024.

Action Item 4: Continued Implementation of the WDO and NFIP Requirements.

The Village continues to implement requirements of the WDO and NFIP as required. One LOMR was received for a private development in Cook County.

Action Item 5: Improve Natural Hazards Public Information Efforts with focus on the Promotion of Flood Insurance and How People Can Protect Themselves and Their Property:

Ongoing – The Village improved outreach efforts in 2024 by releasing curated informational pieces every week of National Preparedness Month.

Action Item 6: Identify Needs and Obtain Alternate Power Sources for Critical Facilities and Shelters

Ongoing – no update.

Action Item 7: Review of Critical Facilities and Implement of Appropriate Mitigation Measures

Ongoing - Critical facilities are assessed during regular maintenance cycles. The Police Department maintains a list of critical infrastructure in Appendix A of General Order O-05 (updated 8/1/2023) and in the Village's EOP, updated in 2023. A annual reviews of these plans are completed by various department staff annually and changes are made accordingly.

Action Item 8: Improve Capacity of Drainage Systems and/or Provide Additional Storage of Flood Waters

Ongoing – various projects in different scoping/design/implementation stages.

Action Item 9: Implement Maintenance Programs for Drainage Systems, Including Streambank and Ravine Stabilization Efforts

Ongoing – no update.

Action Item 10: Implement Property Protection Projects for Flood Mitigation

Ongoing – staff is working towards targeted implementation projects.

Action Item 12: Identify Wind Mitigation Opportunities for the Protection of Buildings, and to Provide Safe Rooms and Sheltering

Ongoing - 15 facilities listed in GO O-5 for public sheltering. Part of the EMA public education includes safe shelter identification.

Action Item 14: Continue Work for NIMS Compliance

Ongoing – Refiled in December, 2024.

Action Item 16: Seek Mitigation Grant Funding for Additional Mitigation Planning and Cost Beneficial Projects

Submitted IEMA pre-application for BRIC funding for C&CB activities: Engineering for the Farrington Ditch Confluence relocation project. Submitted IEMA HMGP funding request. Initiated planning for flood-prone property acquisitions.

Action Item 17: Continue Participation or Consider Participation in StormReady.

Ongoing - Storm Ready Community recertified in 2023. EMA has a representative as a Storm Ready Ambassador. The CERT Team also has at least 10 Storm Spotters

Action Item 18: Improve Emergency Response and Develop Assessment Teams

Ongoing - Lake County Hazardous Material Plan approved by IEMA 11/6/2024.

Action Item 19: Enhance Response and Recovery Information Sharing and Collaboration and Identify Additional Training Opportunities

Ongoing - Applicable response staff trained in EOC Interface G191 and G2300 attend a multi-day Enhanced All-Hazards Incident Management/Unified Command training by FEMA.

Action Item 24. Develop or Enhance the Community's Snow Removal Plan

The Village reviews snow removal resources annually and updates the Snow and Ice plan accordingly. Snow and Ice plan was most recently updated in October, 2022. Winter event responses are tracked in real time and responses are reviewed after each event.

Action Item 25. Utility Tree Trimming

Ongoing per the Village's Urban Forestry Management Plan last updated in December, 2022.

Action Item 26. Sump Pump Disconnects

Ongoing, no update for 2024.

Action Item 27. Conduct Local Drainage Studies

Ongoing, no update for 2024.

Action Item 28. Increase Stormwater Detention Capacity

Various projects were undertaken in 2024 which followed WDO and UDO requirements for stormwater detention. The major ones include:

Tesla/Bison crossing underground detention (Cook Co), Mike Rylko Park amphitheater & splashpad expansion (Lake Co), Parkchester Park improvements (Lake Co), BG HS - under review (Cook Co), Aptakisic Tripp various improvements underground detention & proposed detention (Lake Co)

Action Item 29. Investigate Countywide Warning System

New capabilities through Northwest Central Dispatch anticipated in 2025: warning sirens to become automated with NWS geolocated severe weather warnings.

Action Item 61.A. Improve Northwood Subdivision Stormwater Transmission and Storage

Phase I work grant funding received. Work anticipated in 2025.

Action Item 61.B. Stabilize & Enhance Arboretum Club Shoreline

Project progresses as Village resources allow.

Action Item 61.C. Emergency Operations Center Communications Equipment

EOC space completed. Received Notice of Funding Award in 2024 from IEMA.

Action Item 61.D. Enhanced Emergency Communications Program

No Update: Project progresses as Village resources allow.

**4. Discuss why any objectives were not reached or why implementation is behind schedule:**

Generally, no there are no objectives not reached or tardy with implementation. Many of the goals are ongoing and/or awaiting the right opportunity to really see hazard mitigation benefits realized. These items are continually being closely monitored to ensure the Village can take advantage of opportunities as they arise.

**5. What are the recommendations for new projects or revised recommendations?**

New projects were included in the Cook County Plan (CC MJ-HMP) which was an important factor in specifying projects addressing Cook County-specific issues.:

- 4.1.6.1.1 Action 4: Flood Prone Property Acquisition
- 4.1.6.1.2 Action 5: Emergency Siren Upgrades
- 4.1.6.1.3 Action 6: Buffalo Creek Mitigation Work (Cook Co)
- 4.1.6.1.4 Action 7: Village Hall Roof Reconstruction
- 4.1.6.1.5 Action 8: Lake Cook Road Bridge over Buffalo Creek Reconstruction/Capacity Improvement
- 4.1.6.1.6 Action 9: Stormwater Upgrades (Per BG Master Stormwater Plan)
- 4.1.6.1.7 Action 10: Mill Creek Utility & Sustainability Improvements
- 4.1.6.1.8 Action 11: Lake Cook Road Widening and Safety Upgrades



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.b. O-2025-21

#### An Ordinance Authorizing an Intergovernmental Governmental Agreement with IPWMAN

##### Contacts

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Liaison: Trustee Stein

Staff: Kyle Johnson

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I move to approve an ordinance approving an intergovernmental agreement with the Illinois Public Works Mutual Aid Network, pending approval of the Village Attorney.

##### Summary

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###### Recommendation

Staff recommends authorization for the Village President to enter into an Intergovernmental Agreement with The Illinois Public Works Mutual Aid Network (IPWMAN), pending review and approval by the Village Attorney.

###### Background

The Illinois Public Works Mutual Aid Network (IPWMAN) is a collaborative initiative designed to provide mutual assistance and support during emergencies, particularly related to Public Works services. It enables municipalities, counties, and Public Works agencies in Illinois to come together to share resources, equipment, and personnel in times of need.

Key benefits include but are not limited to,

- Enhanced response through shared resources.
- Access to other members' equipment and personnel in a time of need.
- Improved preparedness through pre-established agreements
- Training and exercises hosted by IPWMAN
- Specialized support and knowledge exchange
- Reduced individual risk in time of a disaster

Since IPWMAN's founding in 2009 it has grown to include hundreds of participating agencies across the state. The Village has been a member of IPWMAN since 2019 and this ordinance would continue our participation in IPWMAN. Due to this growth clarification and key changes were needed pertaining to governance and operation.

1. Mutual Aid Beyond Emergencies: Recognizing that members frequently share resources and personnel, the new agreement acknowledges and authorizes this as a standard practice.
2. Revising Governance Structure: Original bylaws established that IPWMAN as a not for profit corporate entity. Under the Illinois Intergovernmental Corporation Act, this is not required. Removing this corporate structure allows IPWMAN to function as an Intergovernmental agency. This revision clarifies complications pertaining to asset ownership, liability, and immunity.
3. Revised Amendment Process: the new agreement also includes a clearer process for making amendments.

## Strategic Alignment

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### Guiding Principle

Principle 5: Partnership with Local Districts

### Goal

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

## File Attachments

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1. DRAFT Ordinance - IPWMAN IGA 2025
2. IPWMAN Mutual Aid Agreement





## ORDINANCE 2025-xxx

### AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS PUBLIC WORKS MUTIAL AID NETWORK

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

**WHEREAS** the Village seeks to authorize the Village President to enter into an Intergovernmental Agreement with The Illinois Public Works Mutual Aid Network.

**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 enter into an Intergovernmental Agreement with The Illinois Public Works Mutual Aid Network, 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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **SECTION I: PURPOSE**

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

## **SECTION II: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

personnel through the IPWMAN Operational Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION XI: WORKERS' COMPENSATION**

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

## **SECTION XII: INSURANCE**

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

## **SECTION XIII: INDEMNIFICATION**

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

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

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

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

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

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

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

#### **SECTION XVI: AMENDMENTS**

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

#### **SECTION XVII: ADDITIONAL PARTIES**

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

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

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

### **SECTION XVIII: NOTICES**

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

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

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

### **SECTION XX: HEADINGS**

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

### **SECTION XXI: SEVERABILITY**

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

### **SECTION XXII: EFFECTIVE DATE**

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

### **SECTION XXIII: WAIVER**

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

### **SECTION XXIV: EXECUTION OF COUNTERPARTS**

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

### **SECTION XXV: PRIOR IPWMAN AGREEMENTS**

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

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

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

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



# Signature Page

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

For the Agency (Insert Name): Village of Buffalo Grove

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

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

*Attest*

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

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

## APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

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

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

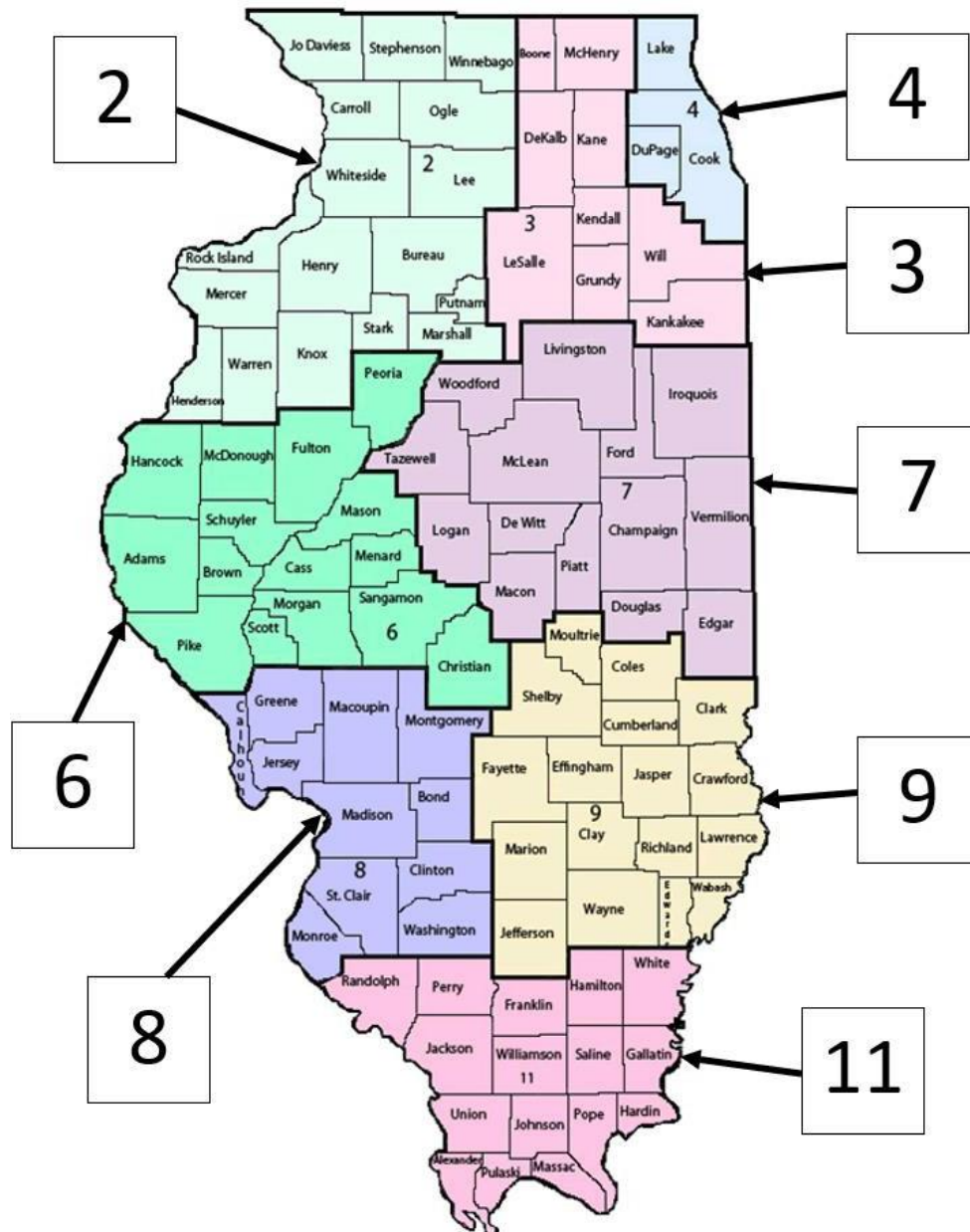
Vince Kilcullen  
President, IPWMAN Board of Directors

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

Joe Cronin  
Secretary, IPWMAN Board of Directors

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

**Exhibit 1—IPWMAN Region Map**



# IPWMAN Region Map



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.c. O-2025-22

#### Ordinance Approving an Intergovernmental Agreement with the Lake County Stormwater Management Commission to Receive Funding for Bordeaux Natural Area

##### Contacts

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Liaison: Trustee Stein

Staff: Kyle Johnson

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I move to approve the ordinance approving the agreement with the Lake County Stormwater Management Commission for funding improvements to the Bordeaux Natural Area.

##### Summary

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###### Background

The Bordeaux natural areas encompass roughly 11 acres of lowland south of Aptakisic Road generally surrounding Bordeaux Courts East and West. The area is difficult to maintain due to the invasive plants proliferating in the area. These invasives block drainageways and culverts, act as a fire hazard, and offer few benefits to the local ecology and water quality. The bikepath through the area has become consistently unusable as a result.

###### Analysis

Public Works received a grant from the Illinois Department of Commerce and Economic Development (DCEO) in the amount of \$550,000.00 to address the closed bikepath. Initial plans for a boardwalk proved far too costly and only addressed issues associated with multi-use path access. Through working with the State and our consultant Hey and Associates, Inc., we developed a more comprehensive project to mitigate the multi-use path closures while improving the ecology of the area and ensuring a more maintainable, sustainable improvement consistent with organizational goals.

The expanded project enables the Village to have a regional impact on the watershed and broadens funding opportunities. In addition to the State DCEO grant, the Village was able to secure additional funds from the Lake County Stormwater Management Commission (SMC) through their Watershed Management Board up to \$64,910.00.

### **Financial Impact**

The grant reimburses capital expenditures up to \$64,910.00 for work associated with drainage and path improvements in the Bordeaux natural areas.

### **Strategic Alignment**

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#### **Guiding Principle**

Principle 1: Financially Responsible and Sound

Principle 5: Partnership with Local Districts

#### **Goal**

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 5: More livable Buffalo Grove community with leisure experiences for all

### **File Attachments**

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1. DRAFT Ordinance - WMB Funding for Bordeaux
2. FY25 WMB Bordeaux Wetland Restoration and Drainage Improvements Agreement V2





## ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AGREEMENT WITH THE STORMWATER MANAGEMENT COMMISSION OF LAKE COUNTY TO RECEIVE GRANT FUNDING FOR THE BORDEAUX WETLAND RESTORATION

**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 Intergovernmental Agreement with the Lake County Stormwater Management Commission relating to capital improvements to the Bordeaux Natural Area for the Village of Buffalo Grove; and

**WHEREAS** The Village of Buffalo Grove has determined that the Project is consistent with strategic priorities and in the best interests of the Village.

**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.** That the Village President is authorized to execute the Intergovernmental Agreement with the Lake County Stormwater Management Commission in substantially the same form as is attached hereto as Exhibit A, subject to 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:

DRAFT

**INTERGOVERNMENTAL AGREEMENT**  
**between the**  
**LAKE COUNTY**  
**STORMWATER MANAGEMENT COMMISSION**  
**and the**  
**VILLAGE OF BUFFALO GROVE**  
**for the**  
**BORDEAUX WETLAND RESTORATION AND DRAINAGE**  
**IMPROVEMENTS PROJECT**

THIS IS AN AGREEMENT by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Rd., Libertyville, Illinois 60048 (hereinafter called SMC) and the Village of Buffalo Grove c/o Kyle Johnson, 50 Raupp Boulevard, Village of Buffalo Grove, Illinois 60089 (hereinafter called VILLAGE).

**PROJECT DESCRIPTION**

The Bordeaux Native Areas are an eleven (11) acre wetland complex located in the Village of Buffalo Grove roughly south of Aptakisic Road and west of North Buffalo Grove Road hereinafter called the PROJECT AREA. This work is hereinafter called the PROJECT. The PROJECT consists of eleven (11) acres of wetland restoration in the PROJECT AREA, including 2,100 linear feet of streambank stabilization, invasive vegetation management, native prairie plantings, wetland plantings, and multiuse trail improvements. The project will improve drainage in Aptakisic Creek, reduce flooding of a multiuse trail, and reduce damage to the Prairie Elementary School parking lot.

**SCOPE OF WORK**

1. The VILLAGE will complete the PROJECT as described above.
2. The VILLAGE will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.
3. Upon request, the SMC will provide limited technical assistance to the VILLAGE during the PROJECT. This may include review of design documents, permit applications, and/or the methods and materials that will be used during implementation of the PROJECT.
4. For work performed within a public road right-of-way (ROW), easement documentation is not required. However, except when the jurisdictional road authority is performing the work, no work shall occur without appropriate permits or authorization from the jurisdictional road authority.

5. Where in-the-ground construction will or may occur outside the road ROW, the VILLAGE shall provide SMC with evidence of all land rights necessary to complete and maintain the PROJECT. SMC staff may provide limited assistance. The required documents obtained from the record Owner(s) on each parcel shall include:
  - a) A recordable permanent easement for the PROJECT land area where the stormwater infrastructure (e.g., drainageway, storage area, etc.) is located;
  - b) If necessary, a temporary construction easement (or other right of access) to access the construction site (permanent easement premises).
  - c) If necessary, a recordable permanent ingress and egress (easement) access path or access point for the purpose of accessing the permanent easement premises to maintain the area associated with the PROJECT.

Instruments for documentation or authorization may include recorded permanent easements; land covenants, deed-restricted areas, or prescriptive easement (with the Owner's authorization or evidence of possessory interest); or other Owner-approved and SMC-accepted legal instruments (e.g., Owner-executed license agreement).

6. The VILLAGE will obtain all permits and written authorizations and will conduct all consultations necessary to complete the PROJECT, including, but not limited to, if necessary, a wetland permit from the US Army Corps of Engineers (USACE), a Watershed Development Permit from SMC or the appropriate certified community (as applicable), a construction stormwater permit from the Illinois Environmental Protection Agency (IEPA), a consultation with the Illinois Department of Natural Resources (IDNR) regarding state listed threatened and endangered species, and authorization from the road authority. Please note that all permit and consultation fees are the responsibility of the VILLAGE and are not reimbursable under this AGREEMENT; however, such permit fees may count toward the VILLAGE's share of the total PROJECT cost.
7. During the PROJECT, the VILLAGE will prepare and submit to SMC a brief one- to two-page written progress report and, upon completion of the PROJECT, a brief one- to two-page written final report. Photographic documentation of before, during, and after construction must be included.

## **SCHEDULE**

1. The VILLAGE shall submit a written progress report on the PROJECT to SMC on or before July 31, 2025.
2. The VILLAGE shall complete the PROJECT on or before November 30, 2025. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2025.



3. The VILLAGE shall submit a written final report on the PROJECT to SMC on or before November 30, 2025. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2025.
4. The VILLAGE shall submit a written request for reimbursement of eligible PROJECT expenses to SMC on or before November 30, 2025. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2025. Unless an extension was requested of—and granted by—the SMC, requests for reimbursement submitted after such date will not be honored.

## COMPENSATION

1. The total cost of the PROJECT is approximately \$1,958,000.00.
2. SMC will reimburse the VILLAGE for 50% of eligible PROJECT expenditures made after December 5<sup>th</sup>, 2024 or \$64,910.00, whichever is less.
3. Final payment of reimbursable expenditures shall become due and payable by SMC after successful completion of the PROJECT and receipt of a written request for reimbursement from the VILLAGE to SMC along with an invoice for the requested reimbursement amount and adequate documentation of the PROJECT expenditures (e.g., invoices, proof of payment, etc.), including in-kind services.

## TERMS AND CONDITIONS

1. The terms of this AGREEMENT are valid until November 30, 2025. The VILLAGE agrees to be responsible for the long-term operation and maintenance of the PROJECT.
2. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of such termination occurring prior to project completion, SMC shall reimburse the VILLAGE for up to 50% of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$32,455.00.
3. All adjustments, additions, and/or deletions to this AGREEMENT, including substantive changes to the PROJECT description and/or scope of work, are subject to the written approval of both parties.
4. The VILLAGE will include in any PROJECT-related publications created for general external circulation, including brochures, newsletters, and website and presentation materials), the following phrase: *“Funding for this project was provided in part by the Lake County Stormwater Management Commission through a Watershed Management Board Grant.”*
5. This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.

6. This AGREEMENT supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER  
MANAGEMENT COMMISSION:**

\_\_\_\_\_  
Kurt A. Woolford  
Executive Director

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

**VILLAGE OF BUFFALO GROVE:**

\_\_\_\_\_  
Eric N. Smith  
Village President

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



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.d. O-2025-23

#### Ordinance Authorizing the Purchase of Holmatro Extrication Equipment from Jefferson Fire Equipment

##### Contacts

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Liaison: Trustee Cesario

Staff: Lawrence Kane

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I move to approve an ordinance authorizing the purchase of Holmatro extrication equipment from Jefferson Fire Equipment in an amount not to exceed \$65,000.00

##### Summary

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###### Background

The Buffalo Grove Fire Department utilizes extrication equipment on each of its fire response vehicles to allow for removal of victims trapped in car accidents, machinery and other incidents involving specialized rescue. This equipment includes cutting, spreading and lifting tools.

###### Analysis

The current inventory of extrication equipment is over 20 years old. In the last 20 years, vehicle construction has changed as has technology related to tool design. Fire department personnel researched and tested the three major brands of extrication equipment. Upon research completion, it was found that Holmatro Tools manufactures the style of extrication tool most suited for the needs of the Buffalo Grove Fire Department.

###### Financial Impact

The cost of this equipment replacement was planned for and approved in the 2025 budget process for capital equipment replacement. As quoted, the equipment cost is \$68,136 minus \$3,200 trade in equals \$64,936.00. The \$3200 trade in credit will be deducted at the time of final invoice.

###### Next Steps

Staff recommends approval of an ordinance authorizing the purchase of Holmatro extrication

equipment in an amount not to exceed \$65,000 as approved in the 2025 annual budget pending Village Attorney approval.

## Strategic Alignment

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### Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

### Goal

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

Goal 4: Vibrant and innovative community: leading edge

## File Attachments

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1. DRAFT Ordinance -2-10-25 Extrication Equipment
2. BG Extrication Equipment Quote
3. Buffalo Grove trade in
4. Jefferson Sole Source Letter





## ORDINANCE 2025-xxx

### AN ORDINANCE AUTHORIZING THE PURCHASE OF EXTRICATION EQUIPMENT FROM JEFFERSON FIRE EQUIPMENT.

**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 Fire Department requires purchasing and maintenance of vehicle extrication equipment; 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 purchase Holmatro Extrication equipment including cutters, spreaders, rams and “combi tools” and needed accessories from Jefferson Fire Equipment, a sole source vendor, in an amount not to exceed \$65,000.00.

**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



Jefferson Fire and Safety, Inc.  
7620 Donna Drive  
Middleton, WI, 53562  
Phone: 608-836-0068  
Web: [www.jeffersonfire.com](http://www.jeffersonfire.com)

## Quote

Order No: 226000  
Order Date: 11/19/2024  
Due Date: 11/19/2024  
Salesperson: Mike Huffman  
Customer ID: 06732

| BILL TO:                                                                                |                                                     | SHIP TO:                                                                                |            |           |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------|------------|-----------|
| Buffalo Grove (IL) Fire Department<br>109 East Deerfield Pkwy<br>Buffalo Grove IL 60089 |                                                     | Buffalo Grove (IL) Fire Department<br>109 East Deerfield Pkwy<br>Buffalo Grove IL 60089 |            |           |
| CUSTOMER P.O. NO.                                                                       |                                                     | TERMS                                                                                   | CONTACT    |           |
|                                                                                         |                                                     | Net 20 Days                                                                             |            |           |
| FOB POINT                                                                               |                                                     | SHIPPING TERMS                                                                          | SHIP VIA   |           |
|                                                                                         |                                                     |                                                                                         | UPS        |           |
| ITEM                                                                                    | ITEM DESCRIPTION                                    | QTY.                                                                                    | UNIT PRICE | EXT PRICE |
| HOL 159.000.237                                                                         | Holmatro PSP50 Spreader Next Gen                    | 1.00                                                                                    | 12,455.00  | 12,455.00 |
| HOL 159.000.224                                                                         | Holmatro PCU50 Cutter Next Gen                      | 1.00                                                                                    | 11,555.00  | 11,555.00 |
| HOL 159.000.227                                                                         | Holmatro PTR50 Telescopic Ram Next Gen              | 1.00                                                                                    | 9,625.00   | 9,625.00  |
| TJR TL-9                                                                                | T & J Rescue Enterprises TL-9 Stabilizer            | 3.00                                                                                    | 724.00     | 2,172.00  |
| HOL 151.000.742                                                                         | Holmatro PBCH2 Battery Charger, 115 VAC             | 4.00                                                                                    | 470.00     | 1,880.00  |
| HOL 151.001.902                                                                         | Holmatro TRE05 Pentheon Extension Pipe              | 1.00                                                                                    | 785.00     | 785.00    |
| HOL 150.182.044                                                                         | Holmatro Tool Station Tarp                          | 0.00                                                                                    | 0.00       | 0.00      |
| HOL 151.001.500                                                                         | Holmatro CCU 10 Mini Cutter (Includes: 2 Batteries) | 0.00                                                                                    | 0.00       | 0.00      |
| HOL 159.000.212                                                                         | Holmatro Charger CBCH 2 (AC-US)                     | 0.00                                                                                    | 0.00       | 0.00      |
| HOL 159.000.225                                                                         | Holmatro PCT50 Combi Tool Next Gen                  | 2.00                                                                                    | 11,014.00  | 22,028.00 |
| HOL 151.004.315                                                                         | Holmatro Battery PBPA288                            | 10.00                                                                                   | 684.00     | 6,840.00  |
| HOL 151.001.164                                                                         | Holmatro Crosshead Ram Support Set                  | 1.00                                                                                    | 796.00     | 796.00    |

Signature

Date

Where applicable, freight will be added to the invoice. All returns must be received within 30 days of delivery and may be subject to a 25% restocking fee. Custom orders cannot be returned. Visit our website for complete details: [www.jeffersonfire.com](http://www.jeffersonfire.com)

\*\*\* Credit card payments will incur a 3% processing fee \*\*\*

|              |           |
|--------------|-----------|
| Sales Total: | 68,136.00 |
| Freight:     | 0.00      |
| Tax Total:   | 0.00      |
| Total (USD): | 68,136.00 |



Jefferson Fire & Safety, Inc  
7620 Donna Drive  
Middleton, WI 53562

Dec.13<sup>th</sup> 2024

To Whom It May Concern:

This letter is in response to the Buffalo Grove Fire Department for the trade in value for the following Holmatro hydraulic rescue tools.

2 Holmatro Spreader  
2 Holmatro Cutter  
2 Holmatro Ram  
2 Holmatro Pump  
1 EVO 3 Spreader  
1 EVO Cutter

Total trade in value \$ 3200

At the time of billing, the amount of \$3200 will be taken off the amount do.

Please feel free to contact us for any additional information.

Mike Huffman  
IL Rescue Tool Specialist

Tyler Jefferson  
President/CEO  
Jefferson Fire & Safety, Inc

**TRADITION OF INNOVATION • SERVING FIRST RESPONDERS AND THEIR COMMUNITIES SINCE 1948**

7617 DONNA DRIVE, MIDDLETON, WI 53562 • 608-836-0068 • JFS@JEFFERSONFIRE.COM  
**WWW.JEFFERSONFIRE.COM**





Jefferson Fire & Safety, Inc  
7620 Donna Drive  
Middleton, WI 53562

February 11<sup>th</sup>, 2025

To Whom It May Concern:

This letter is in response to Village of Buffalo Grove Fire Department for the request for a sole source option for Holmatro Rescue Equipment.

To confirm Jefferson Fire & Safety is the exclusive vendor for the sale and service of any Holmatro Rescue Equipment in the following counties of Northern Illinois. Boone, Carroll, Cook, DeKalb, DuPage, Jo Daviess, Kane, Kendall, Lake, Lee, McHenry, Ogle, Stephenson, Whiteside, Will, and Winnebago. There are no other authorized Holmatro Rescue suppliers in your direct territory.

Please feel free to contact us for any additional information.  
Stay Safe,

Tyler Jefferson  
President/CEO  
Jefferson Fire & Safety, Inc

**TRADITION OF INNOVATION • SERVING FIRST RESPONDERS AND THEIR COMMUNITIES SINCE 1948**

7617 DONNA DRIVE, MIDDLETON, WI 53562 • 608-836-0068 • JFS@JEFFERSONFIRE.COM  
**WWW.JEFFERSONFIRE.COM**





# AGENDA ITEM SUMMARY

## BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

### AGENDA ITEM 8.e. O-2025-30

#### Approval of Revisions to Budget Scoping for a Grant Agreement from the State of Illinois for Work on Pump Station 6.

##### Contacts

---

Liaison: Trustee Stein

Staff: Kyle Johnson

##### Staff Recommendation

---

Staff recommends approval.

##### Recommended Motion

---

I recommend approval the ordinance approving changes to an existing agreement for grant funding for work on Pump Station 6.

##### Summary

---

###### Background

The Village is upgrading its pump station #6 utilizing a \$300,000.00 grant from the Illinois Department of Commerce and Economic Opportunity (DCEO). The State requires pre-approval of specific categories of work included as the approved budget document for the grant agreement. Public Works was required to scope out specific items of work in 2021, far in advance of the work, and has since determined more optimal uses for the State funds consistent with the requirements of the grant agreement.

###### Analysis

Change to these categories of work requires a scope change amendment to the award agreement as well as an extension to the end of the agreement period to maximize grant funding.

##### Strategic Alignment

---

###### Guiding Principle

Principle 2: Outstanding Village Services

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. 21-203395 Budget Modification
2. DRAFT Ordinance - Rev Station 6



|                                                                                                             |             |                                            |                         |                                              |                   |
|-------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------|-------------------------|----------------------------------------------|-------------------|
| STATE OF ILLINOIS                                                                                           |             | UNIFORM GRANT BUDGET MODIFICATION TEMPLATE |                         | Commerce & Economic Opportunity              |                   |
| Organization Name:                                                                                          |             | Village of Buffalo Grove                   | DUNS #                  | 07-440-2751                                  | NOFO #            |
| CSFA #                                                                                                      | 420-00-1769 | CSFA Description:                          |                         | Installation and/or Replacement of Utilities |                   |
| S E C T I O N   A   -- STATE OF ILLINOIS FUNDS                                                              |             |                                            |                         | State Fiscal Year:                           | 2022              |
|                                                                                                             |             |                                            |                         | Grant #                                      | 21-203395         |
|                                                                                                             |             |                                            |                         | TOTAL REVENUE                                |                   |
| State of Illinois Grant Amount Requested                                                                    |             |                                            |                         | \$                                           | 300,000.00        |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS                                                                      |             |                                            |                         |                                              |                   |
| Budget Expenditure Categories                                                                               |             |                                            | Current Approved Budget | Modification Amount                          | New Budget Amount |
| 1. Design/Engineering ( <i>usually limited to 10-15% of total state grant funds in this budget</i> )        |             |                                            | \$ 30,000.00            | \$ (10,000.00)                               | \$ 20,000.00      |
| 2. Building/Land Purchase                                                                                   |             |                                            | \$ -                    | \$ -                                         | \$ -              |
| 3. Wiring/Electrical                                                                                        |             |                                            | \$ 91,800.00            | \$ (37,800.00)                               | \$ 54,000.00      |
| 4. Equipment/Material/Labor                                                                                 |             |                                            | \$ 16,200.00            | \$ 93,800.00                                 | \$ 110,000.00     |
| 5. Paving/Concrete/Masonry                                                                                  |             |                                            | \$ 3,375.00             | \$ 17,100.00                                 | \$ 20,475.00      |
| 6. Construction Management/Oversight ( <i>limited to 10-15% of total state grant funds in this budget</i> ) |             |                                            | \$ -                    | \$ -                                         | \$ -              |
| 7. Mechanical System                                                                                        |             |                                            | \$ 6,750.00             | \$ 16,250.00                                 | \$ 23,000.00      |
| 8. Excavation/Site Prep/Demo                                                                                |             |                                            | \$ -                    | \$ -                                         | \$ -              |
| 9. Plumbing                                                                                                 |             |                                            | \$ -                    | \$ -                                         | \$ -              |
| 10. Other Construction Expenses                                                                             |             |                                            | \$ 151,875.00           | \$ (109,350.00)                              | \$ 42,525.00      |
| 11. Contingency ( <i>limited to 10% of total state grant funds in this budget</i> )                         |             |                                            | \$ -                    | \$ 30,000.00                                 | \$ 30,000.00      |
| 12. Total Costs State Grant Funds                                                                           |             |                                            | \$ 300,000.00           | \$ -                                         | \$ 300,000.00     |

|                                             |                                            |                                    |                                 |
|---------------------------------------------|--------------------------------------------|------------------------------------|---------------------------------|
| STATE OF ILLINOIS                           | UNIFORM GRANT BUDGET MODIFICATION TEMPLATE |                                    | Commerce & Economic Opportunity |
| Organization Name: Village of Buffalo Grove |                                            |                                    | Fiscal Year: 2022               |
| SECTION B -- NON-STATE OF ILLINOIS FUNDS    |                                            |                                    | Grant Number: 21-203395         |
|                                             |                                            | Revenues                           | TOTAL REVENUE                   |
|                                             |                                            | Grantee Match Requirement = 0 %    |                                 |
|                                             |                                            | (a). Cash                          | \$ -                            |
|                                             |                                            | (b). Non-cash                      | \$ -                            |
|                                             |                                            | (c). Other Funding & Contributions | \$ -                            |
|                                             |                                            | <u>NON-STATE Funds Total</u>       | \$ -                            |
| BUDGET SUMMARY NON-STATE OF ILLINOIS FUNDS  |                                            |                                    |                                 |
| Budget Expenditure Categories               | Current Approved Budget                    | Modification Amount                | New Budget Amount               |
| 1. Design/Engineering                       | \$ -                                       | \$ 1,200.00                        | \$ 1,200.00                     |
| 2. Building/Land Purchase                   | \$ -                                       | \$ -                               | \$ -                            |
| 3. Wiring/Electrical                        | \$ -                                       | \$ -                               | \$ -                            |
| 4. Equipment/Material/Labor                 | \$ -                                       | \$ -                               | \$ -                            |
| 5. Paving/Concrete/Masonry                  | \$ -                                       | \$ -                               | \$ -                            |
| 6. Construction Management/Oversight        | \$ -                                       | \$ -                               | \$ -                            |
| 7. Mechanical System                        | \$ -                                       | \$ -                               | \$ -                            |
| 8. Excavation/Site Prep/Demo                | \$ -                                       | \$ -                               | \$ -                            |
| 9. Plumbing                                 | \$ -                                       | \$ -                               | \$ -                            |
| 10. Other Construction Expenses             | \$ -                                       | \$ 13,000.00                       | \$ 13,000.00                    |
| 11. Contingency                             | \$ -                                       | \$ -                               | \$ -                            |
| 12. Total Costs NON State Funds             | \$ -                                       | \$ 14,200.00                       | \$ 14,200.00                    |

|                                                    |                                                                       |                                                                             |                           |                                                    |                               |
|----------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------|----------------------------------------------------|-------------------------------|
| <b>CERTIFICATION</b>                               |                                                                       | <b>STATE OF ILLINOIS<br/>UNIFORM GRANT BUDGET MODIFICATION<br/>TEMPLATE</b> |                           | <b>AGENCY: Commerce &amp; Economic Opportunity</b> |                               |
| <b>Organization Name: Village of Buffalo Grove</b> |                                                                       |                                                                             | <b>DUNS # 07-440-2751</b> |                                                    | <b>NoFO #</b>                 |
| <b>CSFA # 420-00-1769</b>                          | <b>CSFA Description: Installation and/or Replacement of Utilities</b> |                                                                             |                           |                                                    | <b>Fiscal Year: 2022</b>      |
|                                                    |                                                                       |                                                                             |                           |                                                    | <b>Grant Number 21-203395</b> |

(2 CFR 200.415)

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

**Village of Buffalo Grove**

Institution/Organization

\_\_\_\_\_

Signature

\_\_\_\_\_

Name of Official

\_\_\_\_\_

Title

*Chief Financial Officer (or equivalent)*

\_\_\_\_\_

Date of Execution

\_\_\_\_\_

Institution/Organization

\_\_\_\_\_

Signature

\_\_\_\_\_

Name of Official

\_\_\_\_\_

Title

*Executive Director (or equivalent)*

\_\_\_\_\_

Date of Execution

**Note: The State awarding agency may change required signers based on the grantee’s organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.**

|                          |                                                                |
|--------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> | Unilateral Modification/Waiver, no grantee signature required. |
|--------------------------|----------------------------------------------------------------|

## Section C - Budget Modification Worksheet & Narrative

21-203395

**1). Design/Engineering** -- Costs associated with planning, design, and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings, engineering studies and/or fees, etc., including costs of plans & specs and/or printing costs if specifically identified as such within the project description. Copies of contracts will be required. \* *The State portion of this category is usually limited to 10% - 15% of the total State-funded portion in this overall budget.*

| Purpose                                   | Description of Work                     | Item Cost    |
|-------------------------------------------|-----------------------------------------|--------------|
| <i>Specialized technical requirements</i> | <i>Engineering plans/specifications</i> | \$ 20,000.00 |
|                                           |                                         | \$ -         |
|                                           |                                         | \$ -         |
|                                           |                                         | \$ -         |
|                                           | <b>State Total</b>                      | \$ 20,000.00 |
|                                           |                                         |              |
| <i>Specialized technical requirements</i> | <i>Engineering plans/specifications</i> | \$ 1,200.00  |
|                                           |                                         | \$ -         |
|                                           |                                         | \$ -         |
|                                           |                                         | \$ -         |
|                                           | <b>NON-State Total</b>                  | \$ 1,200.00  |
|                                           |                                         |              |
|                                           | <b>Design/Engineering Total</b>         | \$ 21,200.00 |

### Narrative (State):

Specialized preparation of engineering specifications related to electrical & networking, mechanical & equipment/pumps, and various repairs to the pump house and reservoir

### Narrative (Non-State) i.e. "Match" or "Other Funding"

Local funding to be utilized to complete balance of work costs.

## Section C - Budget Modification Worksheet & Narrative

21-203395

**2). Building/Land Purchase** -- Costs to purchase, either in whole or in part a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself, closing costs charged to the buyer on the closing document, legal fees, etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

| Purpose | Description of Work | Item Cost |
|---------|---------------------|-----------|
|         |                     | \$ -      |
|         |                     | \$ -      |
|         |                     | \$ -      |
|         |                     | \$ -      |
|         | State Total         | \$ -      |
|         |                     |           |
|         |                     | \$ -      |
|         |                     | \$ -      |
|         |                     | \$ -      |
|         |                     | \$ -      |
|         | NON-State Total     | \$ -      |
|         |                     |           |
|         | Total               | \$ -      |

**Narrative (State):**

**Narrative (Non-State)** i.e. "Match" or "Other Funding"

## Section C - Budget Modification Worksheet & Narrative

21-203395

**3). Wiring/Electrical (2 CFR 200.94)** -- Purchase of materials necessary for completion of the project scope such as electrical wiring, conduit, outlets, switches, etc. including associated labor/installation costs, as identified within the project description.

| Item                                                     | Quantity | Cost per Item          | Item Cost    |
|----------------------------------------------------------|----------|------------------------|--------------|
| <i>Network Upgrade</i>                                   | 0        |                        | \$ -         |
| <i>PLC/OIT Upgrades</i>                                  | 0        |                        | \$ -         |
| <i>SCADA work</i>                                        | 0        |                        | \$ -         |
| <i>Electrical preparation work for above upgrades</i>    | 1        | \$ 54,000.00           | \$ 54,000.00 |
|                                                          |          |                        | \$ -         |
|                                                          |          |                        | \$ -         |
|                                                          |          | <b>State Total</b>     | \$ 54,000.00 |
|                                                          |          |                        |              |
| <i>Wiring/Electrical upgrades remaining cost portion</i> |          |                        | \$ -         |
|                                                          |          |                        | \$ -         |
|                                                          |          |                        | \$ -         |
|                                                          |          |                        | \$ -         |
|                                                          |          | <b>NON-State Total</b> | \$ -         |
|                                                          |          |                        |              |
|                                                          |          | <b>Total</b>           | \$ 54,000.00 |

**Narrative (State):**

Network/Controls improvements prepatory conduit and electrical work.

**Narrative (Non-State) i.e. "Match" or "Other Funding"**

Local funding to be utilized to complete balance of work costs (final upgrades completed in separate contract for Village-wide work)



## Section C - Budget Modification Worksheet & Narrative

21-203395

**4). Equipment/Materials/Labor** (2 CFR 200.474 )-- Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel, drywall, lumber, wiring, doors, windows, roofing, rock, etc. including labor/installation costs, as identified - within the project description

| Item                                       | Quantity | Cost Rate              | Item Cost            |
|--------------------------------------------|----------|------------------------|----------------------|
| <i>Chlorine scales &amp; booster pumps</i> | <i>1</i> | <i>\$ 20,000.00</i>    | <i>\$ 4,000.00</i>   |
| <i>Meters &amp; meter pit rehab</i>        | <i>1</i> | <i>\$ 106,000.00</i>   | <i>\$ 106,000.00</i> |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          | <i>State Total</i>     | <i>\$ 110,000.00</i> |
|                                            |          |                        |                      |
| <i>Chlorine scales &amp; booster pumps</i> | <i>0</i> |                        | \$ -                 |
| <i>Meters &amp; meter pit rehab</i>        | <i>0</i> |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          |                        | \$ -                 |
|                                            |          | <i>NON-State Total</i> | <i>\$ -</i>          |
|                                            |          |                        |                      |
|                                            |          | <i>Total</i>           | <i>\$ 110,000.00</i> |

**Narrative (State):**

Purchase and installation of Scales and booster pumps for CL2. Purchase and installation of two 10" master meters with installation and rehabilitation of meter pit and associated work.

**Narrative (Non-State) i.e. "Match" or "Other Funding"**

Local funding to be utilized to complete balance of work costs

## Section C - Budget Modification Worksheet & Narrative

21-203395

**5). Paving/Concrete/Masonry** (2 CFR 200.459) -- Purchase of materials necessary for completion of the project scope such as bituminous pavement, concrete, rock, bricks, blocks, mortar, tuckpointing, etc. including associated labor/installation costs, as identified within the project description.

| Item                                    | Quantity | Cost per Item          | Item Cost    |
|-----------------------------------------|----------|------------------------|--------------|
| <i>Paving interior storage coutyard</i> | <i>1</i> | \$ 20,475.00           | \$ 20,475.00 |
|                                         |          |                        | \$ -         |
|                                         |          |                        | \$ -         |
|                                         |          |                        | \$ -         |
|                                         |          | <i>State Total</i>     | \$ 20,475.00 |
|                                         |          |                        |              |
| <i>Paving interior storage coutyard</i> | <i>0</i> | \$ 20,475.00           | \$ -         |
|                                         |          |                        | \$ -         |
|                                         |          |                        | \$ -         |
|                                         |          |                        | \$ -         |
|                                         |          | <i>NON-State Total</i> | \$ -         |
|                                         |          |                        |              |
|                                         |          | <i>Total</i>           | \$ 20,475.00 |

**Narrative (State):**

Repairs to the building foundation & associated items --> revisions added both to incorporate DBE participation and to improve courtyard area for storage.

**Narrative (Non-State) i.e. "Match" or "Other Funding"**

NOTE - DBE participation.

## Section C - Budget Modification Worksheet & Narrative

21-203395

**6). Construction Management/Oversight** -- Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or grantee personnel, but limited to verifiable time working on this project. \* *The State portion of this category is usually limited to 10% - 15% of the total State-funded portion in this overall budget.*

| Purpose | Description of Work    | Item Cost |
|---------|------------------------|-----------|
|         |                        | \$ -      |
|         |                        | \$ -      |
|         |                        | \$ -      |
|         |                        | \$ -      |
|         | <i>State Total</i>     | \$ -      |
|         |                        |           |
|         |                        | \$ -      |
|         |                        | \$ -      |
|         |                        | \$ -      |
|         |                        | \$ -      |
|         | <i>NON-State Total</i> | \$ -      |
|         |                        |           |
|         | <i>Total</i>           | \$ -      |

**Narrative (State):**

**Narrative (Non-State) i.e. "Match" or "Other Funding"**

## Section C - Budget Modification Worksheet & Narrative

21-203395

7). **Mechanical System** -- Purchase of materials necessary for completion of the project scope such as HVAC, elevators, fire alarm, sprinkler, or ventilation system, etc. including associated labor/installation costs, as identified within the project description.

| Item                                 | Quantity/ Duration | Cost per Item          | Item Cost    |
|--------------------------------------|--------------------|------------------------|--------------|
| <i>Alarm &amp; Security Upgrades</i> | 1                  | \$ 23,000.00           | \$ 23,000.00 |
|                                      |                    |                        | \$ -         |
|                                      |                    |                        | \$ -         |
|                                      |                    |                        | \$ -         |
|                                      |                    | <i>State Total</i>     | \$ 23,000.00 |
|                                      |                    |                        |              |
|                                      |                    |                        | \$ -         |
| <i>Alarm system</i>                  | 0                  | \$ 10,000.00           | \$ -         |
|                                      |                    |                        | \$ -         |
|                                      |                    |                        | \$ -         |
|                                      |                    | <i>NON-State Total</i> | \$ -         |
|                                      |                    |                        |              |
|                                      |                    | <i>Total</i>           | \$ 23,000.00 |

**Narrative (State):**

Utilize state funding for new building alarm system and associated items.

**Narrative (Non-State) i.e. "Match" or "Other Funding"**

Local funding to be utilized to complete balance of work costs

## Section C - Budget Modification Worksheet & Narrative

21-203395

**8). Excavation/Site Prep/Demo** -- Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

| Item | Description of Work    | Item Cost |
|------|------------------------|-----------|
|      |                        | \$ -      |
|      |                        | \$ -      |
|      |                        | \$ -      |
|      |                        | \$ -      |
|      | <i>State Total</i>     | \$ -      |
|      |                        |           |
|      |                        | \$ -      |
|      |                        | \$ -      |
|      |                        | \$ -      |
|      |                        | \$ -      |
|      | <i>NON-State Total</i> | \$ -      |
|      |                        |           |
|      | <i>Total</i>           | \$ -      |

**Narrative (State):**

**Narrative (Non-State) i.e. "Match" or "Other Funding"**

## Section C - Budget Modification Worksheet & Narrative

21-203395

9). **Plumbing**-- Purchase of materials necessary for completion of the project scope such as internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the project description.

| Item | Quantity | Cost per Item          | Item Cost |
|------|----------|------------------------|-----------|
|      |          |                        | \$ -      |
|      |          |                        | \$ -      |
|      |          |                        | \$ -      |
|      |          |                        | \$ -      |
|      |          | <i>State Total</i>     | \$ -      |
|      |          |                        |           |
|      |          |                        | \$ -      |
|      |          |                        | \$ -      |
|      |          |                        | \$ -      |
|      |          |                        | \$ -      |
|      |          | <i>NON-State Total</i> | \$ -      |
|      |          |                        |           |
|      |          | <i>Total</i>           | \$ -      |

Narrative (State):

Narrative (Non-State) i.e. "Match" or "Other Funding"

## Section C - Budget Modification Worksheet & Narrative

21-203395

**10). Other Construction Expenses** -- Costs that cannot be easily broken out to or covered by individual/specific budgetary line items such landscaping, hauling, equipment, rental, insurance, environmental fees, loan payments, etc. as identified within the project description.

| Purpose                          | Description of Work               | Item Cost    |
|----------------------------------|-----------------------------------|--------------|
| Rebuild pumps & associated items | controls/motors/pump barrels work | \$ 42,525.00 |
|                                  |                                   | \$ -         |
|                                  |                                   | \$ -         |
|                                  |                                   | \$ -         |
|                                  | State Total                       | \$ 42,525.00 |
|                                  |                                   |              |
| Rebuild pumps & associated items | controls/motors/pump barrels work | \$ 13,000.00 |
|                                  |                                   | \$ -         |
|                                  |                                   | \$ -         |
|                                  |                                   | \$ -         |
|                                  | NON-State Total                   | \$ 13,000.00 |
|                                  |                                   |              |
|                                  | Total                             | \$ 55,525.00 |

### Narrative (State):

Misc. pump & controls work. Rresevoir lining & resevoir roof repair and seal were further examined and will be completed separately from this grant work.

### Narrative (Non-State) i.e. "Match" or "Other Funding"

Local funding to be utilized to complete balance of work costs and will be completed separately under local funds.

## Section C - Budget Modification Worksheet & Narrative

21-203395

**11). Contingency** - Coverage of potential cost overruns in any of the other utilized grant budget line items. \* The State portion of this category is limited to a maximum 10% of the total State-funded portion in this overall budget .

| Purpose            | Description of Work                                                          | Item Cost    |
|--------------------|------------------------------------------------------------------------------|--------------|
| Variation in Costs | Utilize for budget overruns in approved categories (see approved categories) | \$ 30,000.00 |
|                    |                                                                              | \$ -         |
|                    |                                                                              | \$ -         |
|                    |                                                                              | \$ -         |
|                    | State Total                                                                  | \$ 30,000.00 |
|                    |                                                                              |              |
|                    |                                                                              | \$ -         |
|                    |                                                                              | \$ -         |
|                    |                                                                              | \$ -         |
|                    |                                                                              | \$ -         |
|                    | NON-State Total                                                              | \$ -         |
|                    |                                                                              |              |
|                    | Total                                                                        | \$ 30,000.00 |

### Narrative (State):

Due to variations in work costs through investigation with multiple vendors and industry workers, we are including \$30,000 in contingency for overruns in Wiring/Electrical, Equipment/Materials/Labor, Mechanical System, and Other Construction Expenses.

### Narrative (Non-State) i.e. "Match" or "Other Funding"



## Section C - Cumulative Budget Modification Worksheet & Narrative

21-203395

**Budget Narrative Summary**--When you have completed the budget worksheet, the totals for each category will automatically fill to the respective spaces below. Verify the total costs and the total project costs. The below 'Cumulative' section will indicate the modified amount of State requested funds and the modified amount of non-State funds that will, together, support the project.

### Previously Approved

| <i>Budget Category</i>                      | <i>State</i>  | <i>NON-State</i> | <i>Total</i>  |
|---------------------------------------------|---------------|------------------|---------------|
| <i>1. Design/Engineering</i>                | \$ 30,000.00  | \$ -             | \$ 30,000.00  |
| <i>2. Building/Land Purchase</i>            | \$ -          | \$ -             | \$ -          |
| <i>3. Wiring/Electrical</i>                 | \$ 91,800.00  | \$ -             | \$ 91,800.00  |
| <i>4. Equipment/Material/Labor</i>          | \$ 16,200.00  | \$ -             | \$ 16,200.00  |
| <i>5. Paving/Concrete/Masonry</i>           | \$ 3,375.00   | \$ -             | \$ 3,375.00   |
| <i>6. Construction Management/Oversight</i> | \$ -          | \$ -             | \$ -          |
| <i>7. Mechanical System</i>                 | \$ 6,750.00   | \$ -             | \$ 6,750.00   |
| <i>8. Excavation/Site Prep/Demo</i>         | \$ -          | \$ -             | \$ -          |
| <i>9. Plumbing</i>                          | \$ -          | \$ -             | \$ -          |
| <i>10. Other Construction Expenses</i>      | \$ 151,875.00 | \$ -             | \$ 151,875.00 |
| <i>11. Contingency</i>                      | \$ -          | \$ -             | \$ -          |
| <i>State Request</i>                        | \$ 300,000.00 |                  | \$ 300,000.00 |
| <i>Non-State Amount</i>                     |               | \$ -             |               |
| <b>TOTAL PROJECT COSTS</b>                  |               |                  | \$ 300,000.00 |

## Section C - Cumulative Budget Modification Worksheet & Narrative

21-203395

**Budget Narrative Summary**--When you have completed the budget worksheet, the totals for each category will automatically fill to the respective spaces below. Verify the total costs and the total project costs. The below 'Cumulative' section will indicate the modified amount of State requested funds and the modified amount of non-State funds that will, together, support the project.

### Modification

| <i>Budget Category</i>                      | <i>State</i>        | <i>NON-State</i> | <i>Total</i>        |
|---------------------------------------------|---------------------|------------------|---------------------|
| <i>1. Design/Engineering</i>                | \$ (10,000.00)      | \$ 1,200.00      | \$ (8,800.00)       |
| <i>2. Building/Land Purchase</i>            | \$ -                | \$ -             | \$ -                |
| <i>3. Wiring/Electrical</i>                 | \$ (37,800.00)      | \$ -             | \$ (37,800.00)      |
| <i>4. Equipment/Materials/Labor</i>         | \$ 93,800.00        | \$ -             | \$ 93,800.00        |
| <i>5. Paving/Concrete/Masonry</i>           | \$ 17,100.00        | \$ -             | \$ 17,100.00        |
| <i>6. Construction Management/Oversight</i> | \$ -                | \$ -             | \$ -                |
| <i>7. Mechanical System</i>                 | \$ 16,250.00        | \$ -             | \$ 16,250.00        |
| <i>8. Excavation/Site Prep/Demo</i>         | \$ -                | \$ -             | \$ -                |
| <i>9. Plumbing</i>                          | \$ -                | \$ -             | \$ -                |
| <i>10. Other Construction Expenses</i>      | \$ (109,350.00)     | \$ 13,000.00     | \$ (96,350.00)      |
| <i>11. Contingency</i>                      | <u>\$ 30,000.00</u> | <u>\$ -</u>      | <u>\$ 30,000.00</u> |
| <br><i>State Request</i>                    | <br>\$ -            |                  | <br>\$ 14,200.00    |
| <br><i>Non-State Amount</i>                 |                     | <br>\$ 14,200.00 |                     |
| <b><i>TOTAL PROJECT COSTS</i></b>           |                     |                  | <b>\$ 14,200.00</b> |

## Section C - Cumulative Budget Modification Worksheet & Narrative

21-203395

**Budget Narrative Summary**--When you have completed the budget worksheet, the totals for each category will automatically fill to the respective spaces below. Verify the total costs and the total project costs. The below 'Cumulative' section will indicate the modified amount of State requested funds and the modified amount of non-State funds that will, together, support the project.

### Cumulative

| <i>Budget Category</i>                      | <i>State</i>        | <i>NON-State</i> | <i>Total</i>         |
|---------------------------------------------|---------------------|------------------|----------------------|
| <i>1. Design/Engineering</i>                | \$ 20,000.00        | \$ 1,200.00      | \$ 21,200.00         |
| <i>2. Building/Land Purchase</i>            | \$ -                | \$ -             | \$ -                 |
| <i>3. Wiring/Electrical</i>                 | \$ 54,000.00        | \$ -             | \$ 54,000.00         |
| <i>4. Equipment/Materials/Labor</i>         | \$ 110,000.00       | \$ -             | \$ 110,000.00        |
| <i>5. Paving/Concrete/Masonry</i>           | \$ 20,475.00        | \$ -             | \$ 20,475.00         |
| <i>6. Construction Management/Oversight</i> | \$ -                | \$ -             | \$ -                 |
| <i>7. Mechanical System</i>                 | \$ 23,000.00        | \$ -             | \$ 23,000.00         |
| <i>8. Excavation/Site Prep/Demo</i>         | \$ -                | \$ -             | \$ -                 |
| <i>9. Plumbing</i>                          | \$ -                | \$ -             | \$ -                 |
| <i>10. Other Construction Expenses</i>      | \$ 42,525.00        | \$ 13,000.00     | \$ 55,525.00         |
| <i>11. Contingency</i>                      | <u>\$ 30,000.00</u> | <u>\$ -</u>      | <u>\$ 30,000.00</u>  |
| <br><i>State Request</i>                    | <br>\$ 300,000.00   |                  | <br>\$ 314,200.00    |
| <i>Non-State Amount</i>                     |                     | \$ 14,200.00     |                      |
| <b>TOTAL PROJECT COSTS</b>                  |                     |                  | <b>\$ 314,200.00</b> |

|                                             |  |                                                                |                    |                                                    |                        |
|---------------------------------------------|--|----------------------------------------------------------------|--------------------|----------------------------------------------------|------------------------|
| Agency Approval                             |  | STATE OF ILLINOIS<br>GRANT BUDGET MODIFICATION TEMPLATE        |                    | UNIFORM<br>AGENCY: Commerce & Economic Opportunity |                        |
| Organization Name: Village of Buffalo Grove |  |                                                                | DUNS # 07-440-2751 |                                                    | NoFO #                 |
| CSFA # 420-00-1769                          |  | CSFA Description: Installation and/or Replacement of Utilities |                    |                                                    | Fiscal Year: 2022      |
|                                             |  |                                                                |                    |                                                    | Grant Number 21-203395 |

|                                     |                                   |             |                                             |             |
|-------------------------------------|-----------------------------------|-------------|---------------------------------------------|-------------|
| <u>Final Budget Amount Approved</u> | <u>Program Approval Signature</u> | <u>Date</u> | <u>Fiscal &amp; Administrative Approval</u> | <u>Date</u> |
|                                     |                                   |             | <u>Signature</u>                            |             |
| \$ 300,000.00                       |                                   |             |                                             |             |

|                                 |                                   |             |                                             |             |
|---------------------------------|-----------------------------------|-------------|---------------------------------------------|-------------|
| <u>Budget Revision Approved</u> | <u>Program Approval Signature</u> | <u>Date</u> | <u>Fiscal &amp; Administrative Approval</u> | <u>Date</u> |
|                                 |                                   |             | <u>Signature</u>                            |             |
| \$ 300,000.00                   |                                   |             |                                             |             |

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



## ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING CHANGES TO A  
GRANT AGREEMENT WITH THE STATE OF ILLINOIS  
FOR GRANT FUNDING FOR WATER STATION 6

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

**WHEREAS** the Village has approved the agreement with the State of Illinois, Department of Commerce and Economic Opportunity for \$300,000.00 in capital improvements to Water Station 6; and

**WHEREAS** The State of Illinois requires an amendment to the existing agreement to disperse the funds; and

**WHEREAS** The Village of Buffalo Grove has determined the optimal means of maximizing grant funds consistent with strategic priorities requires adjusting funding categories.

**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.** That the Village staff is authorized to execute revisions to the Intergovernmental Agreement with the State of Illinois, Department of Commerce and Economic Opportunity in substantially the same form as is attached hereto as Exhibit A, subject to 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:

Page 1 of 2

smart. with heart.

50 Raupp Blvd, Buffalo Grove, IL 60089 📞 847-459-2500 🌐 vbg.org

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Janet M. Sirabian, Village Clerk

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Eric N. Smith, Village President

DRAFT



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.f. O-2025-24

#### An Ordinance Approving a Temporary Construction Easement at 750 Hastings Lane

##### Contacts

---

Liaison: Trustee Stein

Staff: Kyle Johnson

##### Staff Recommendation

---

Staff recommends approval.

##### Recommended Motion

---

I move to approve an Ordinance authorizing the granting of a Temporary Construction Easement to the Property Owner at 750 Hastings Ln, pending final review by the Village Attorney.

##### Summary

---

In conjunction with the 2025 Northwood Street & Utility Improvement Project, a temporary construction easement is needed from the property owner at 750 Hastings Lane. The temporary construction easement will allow the contractor to appropriately grade on private property to match the project area, creating a conducive and complete final project. Staff has already met with the property owner, who is amenable to working with the Village and it's contractor on this endeavor.

##### Strategic Alignment

---

###### Guiding Principle

Principle 5: Partnership with Local Districts

###### Goal

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

##### File Attachments

---

1. DRAFT Ordinance - Northwood Temp Easement
2. Plat of Easement Exhibit
3. Plat of Easement Legal Description
4. Temporary Construction Easement Agreement







## ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A TEMPORARY  
CONSTRUCTION EASEMENT WITH THE PROPERTY  
OWNER OF 750 HASTINGS LANE.

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

**WHEREAS** the Village seeks to authorize a temporary construction easement with the property owner of 750 Hastings Lane.

**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 temporary construction easement with the property owner of 750 Hastings Lane, 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:

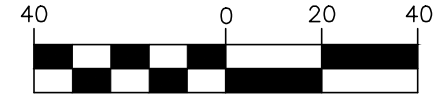
APPROVED:

\_\_\_\_\_  
Janet M. Sirabian, Village Clerk

\_\_\_\_\_  
Eric N. Smith, Village President

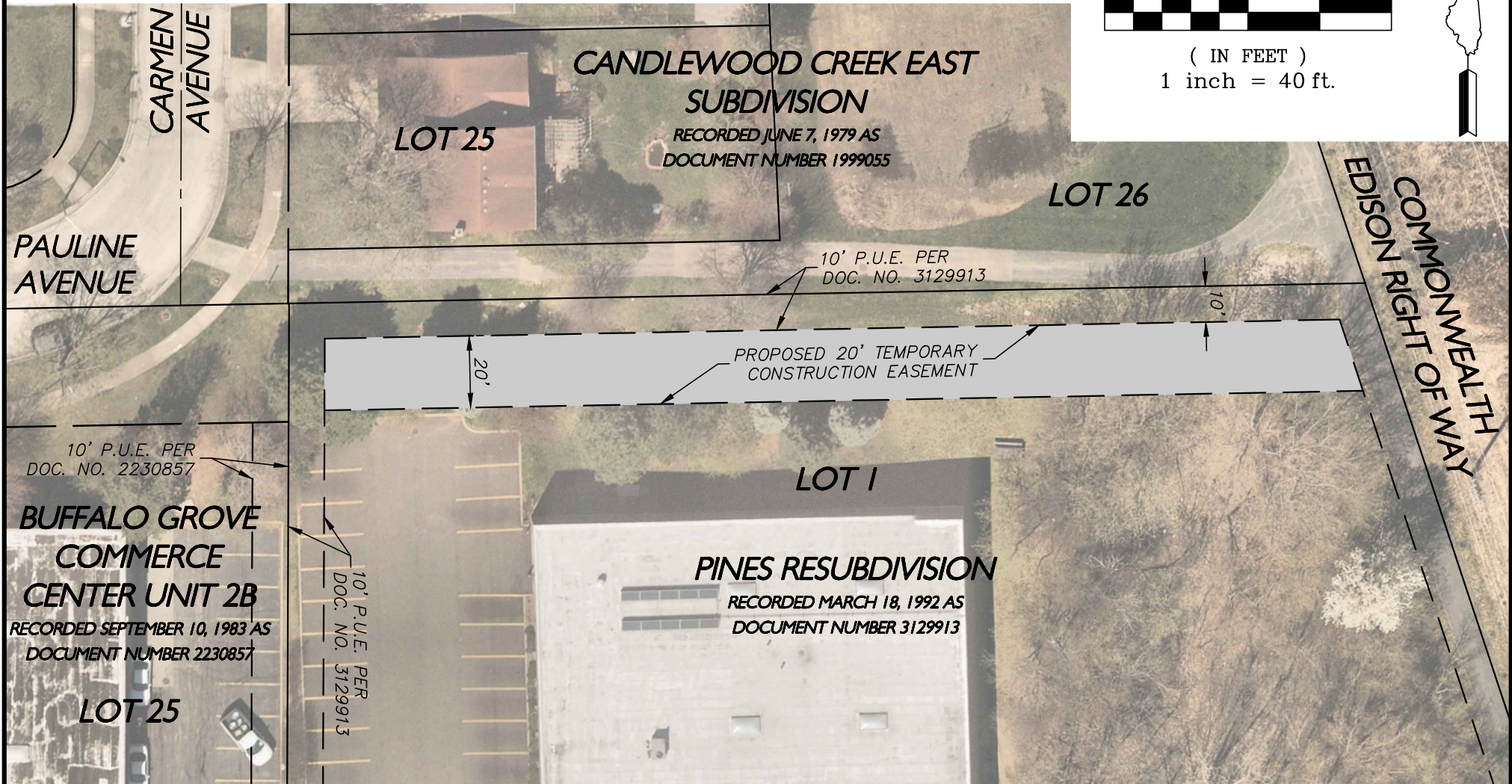
# EASEMENT EXHIBIT

GRAPHIC SCALE



( IN FEET )

1 inch = 40 ft.



## LEGEND



TEMPORARY  
EASEMENT AREA

**GHA GEWALT HAMILTON**  
**ASSOCIATES, INC.**

625 Forest Edge Drive ■ Vernon Hills, IL. 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

## EASEMENT EXHIBIT

**2025 NORTHWOODS STREET AND UTILITY IMPROVEMENTS**  
**VILLAGE OF BUFFALO GROVE**  
**LAKE COUNTY, ILLINOIS**

FILE: 4798.064-PLE.dwg

DRAWN BY: MMH

GHA PROJECT #

DATE: 01/28/2025

4798.064

CHECKED BY: PCL

SCALE: 1"=40'

20' TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION:

PART OF LOT 1 IN PINES RESUBDIVISION, BEING A RESUBDIVISION OF LOT 26 IN BUFFALO GROVE COMMERCE CENTER UNIT 2B, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 600 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) IN LAKE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 55 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 10.28 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 01 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 55 MINUTES 20 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 282.83 FEET; THENCE SOUTH 18 DEGREES 20 MINUTES 12 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.94 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 22 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 289.50 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 01 SECONDS PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**Temporary Construction Easement  
Between Pines Development Corp.  
and the Village of Buffalo Grove**

Pines Development Corp., the sole owner of the property commonly known as 750 Hastings Lane, Buffalo Grove, Illinois (the “Subject Property”), hereby grant to the Village of Buffalo Grove (the “Village”), its contractor and engineering consultant, a temporary easement in and upon the Subject Property per the attached plat of easement for access and to perform; site grading, brush removal, landscape restoration, and other work associated with the improvements on the Subject Property.

The Village agrees i) not to record this temporary easement; ii) to reasonably notify the Owner of when such work shall begin and end; iii) to restore any damage to the Subject Property caused by the Village, its contractor or engineering consultant; and iv) to indemnify and hold harmless the Owner for any and all causes of action arising from the Village, its contractor or engineering consultant’s acts and omissions in connection with this temporary easement.

This easement will automatically terminate upon the completion of the project and a completion notice sent to the Owner or December 31, 2026, whichever occurs first.

Agreed and Accepted:  
Village of Buffalo Grove

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Seth Pines  
Pines Development Corp.  
Highland Park, IL 60035

---

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



## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.g. O-2025-25

**Ordinance Approving a Special use for a Child Care Facility at 1390 Busch Parkway.**

#### Contacts

---

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

#### Staff Recommendation

---

Staff recommends approval.

#### Recommended Motion

---

I move to approve an ordinance approving a special use for a child care facility at 1390 Busch Parkway.

#### Summary

---

See attached memorandum.

#### Strategic Alignment

---

##### Guiding Principle

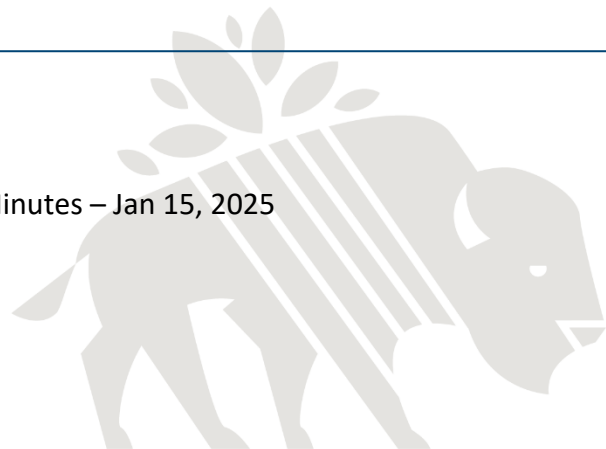
Principle 3: Plan and Invest in the Future

##### Goal

#### File Attachments

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1. Memo - 1390 Busch Pkwy
2. DRAFT - Ordinance - 1390 Busch Pkwy
3. DRAFT - Ordinance - Exhibit B. Plan Set
4. DRAFT – Ordinance – Exhibit C. Draft PZC Minutes – Jan 15, 2025





**DATE:** February 18, 2025

**TO:** Village Manager Dane Bragg

**FROM:** Nicole Woods, Community Development Director  
Andrew Binder, Associate Planner

**SUBJECT:** 1390 Busch Pkwy - Special Use for a Child Care Center within Industrial District

### RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting a Special Use for a Child Care Center at 1390 Busch Parkway, subject to the conditions in the attached Ordinance.

### PROJECT BACKGROUND

Tatyana Khatamova is seeking approval for a Special Use permit to establish a Child Care Center in the Village's Industrial District, located at 1390 Busch Parkway within the Corporate Grove development (see Figure 1). The petitioner intends to open a learning center named "Kids Club: Future Generation," which will provide after-school tutoring.



Figure 1: Subject Tenant Space

### PLANNING & ZONING ANALYSIS

#### Proposed Use & Operation

Kids Club will operate in a 2,556-square-foot space, providing after-school tutoring for children aged 5 to 10. Open Monday through Friday from 4 PM to 8:30 PM, the facility will have three staff members and a maximum of 12 children.. Tutoring will be offered in person, online, or in a hybrid format.

#### Existing and Surrounding Uses

The tenant space is within the Corporate Grove multi-tenant building at 1300 - 1398 Busch Parkway. This property is zoned Industrial, and the building consists of a mix of office and industrial use tenants, which include a medical office, office/warehouse uses, light manufacturing, a brewery, and a dance studio.

#### Parking & Drop-off/Pick-up

The proposed use and location have exceeded the parking space requirement via code and have proposed that all students get dropped off/picked up at the door.

## PUBLIC HEARING COMMENTS

No comments were received before the public hearing, and no members of the public were present at the meeting to discuss this project.

## PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** to allow a Special Use for a Child Care Center at 1390 Busch Parkway, subject to the following conditions:

1. The Special Use is granted to International Mental School, LLC (dba Kids Club) to operate a Child Care Center at 1390 Busch Parkway, which shall not run with the land.
2. The Special Use granted to the International Mental School, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
  - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
  - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.



## ORDINANCE 2025-xxx

AN ORDINANCE APPROVING A SPECIAL USE FOR A  
CHILD CARE CENTER AT 1390 BUSCH PARKWAY

INTERNATIONAL MENTAL SCHOOL LLC  
1390 BUSCH PARKWAY

**WHEREAS** the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS** 1390 Busch Parkway, Buffalo Grove, IL (“Property”) is located in a multi-tenant building at 1300-1398 Busch Parkway in the I Industrial District and is hereinafter legally described in Exhibit A; and,

**WHEREAS**, Van Vlissingen and Company is the owner of the Property; and,

**WHEREAS**, International Mental School, LLC, (“Petitioner”) has filed a petition for a Special Use to allow a Child Care Center in the Industrial District (I); and

**WHEREAS** the Planning & Zoning Commission held a public hearing on January 15, 2025, concerning the request; and

**WHEREAS** the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for a Special Use as set forth in the Buffalo Grove Zoning Ordinance, and as described in the minutes attached hereto as Exhibit C; and

**WHEREAS** the Planning & Zoning Commission voted 8-0 to recommend approval of the requested Special Use; and

**WHEREAS** the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Special Use is reasonable and will serve the best interests of the Village; and

**WHEREAS**, the proposed Special Use shall operate in accordance with and pursuant to the following exhibits:

EXHIBIT A      Legal Description of the Property

EXHIBIT B      Plan Set

EXHIBIT C      Draft Minutes from January 15, 2025 Planning & Zoning Commission Meeting

**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 Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Use for the property at 1390 Busch Parkway, Buffalo Grove, IL, subject to the following conditions:

1. The Special Use is granted to International Mental School, LLC (dba Kids Club) to operate a Child Care Center at 1390 Busch Parkway, which shall not run with the land.
2. The Special Use granted to the International Mental School, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
  - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
  - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

**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

**EXHIBIT A**

**Legal Description**

**INTERNATIONAL MENTAL SCHOOL LLC  
1390 BUSCH PARKWAY**

**SUBJECT PROPERTY COMMON ADDRESS: 1390 Busch Parkway**

**LEGAL DESCRIPTION:**

LOTS 83 TO 87 IN THE CORPORATE GROVE, BEING A SUBDIVISION OF PORTIONS OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1984 AS DOCUMENT 2305059, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBERS: 15-27-403-009

DRAFT

**EXHIBIT B**

**Plan Set**

**INTERNATIONAL MENTAL SCHOOL LLC  
1390 BUSCH PARKWAY**

DRAFT

**EXHIBIT C**

**Draft Minutes from January 15, 2025, Planning & Zoning Commission Meeting**  
**INTERNATIONAL MENTAL SCHOOL LLC**  
**1390 BUSCH PARKWAY**

DRAFT

# Kids Club: Future Generation

## BUSINESS PLAN

Prepared By :

Tatyana Khatamova

3001 Nicklaus Ln  
Wadsworth, IL 60083

## **I. EXECUTIVE SUMMARY**

Kids Club: Future Generation (referred to from hereon in as the “ Company”) was established as a Limited Liability Company at 3001 Nicklaus Ln, Wadsworth IL 60083 with the expectation of rapid expansion in the after school program industry.

### **Business Description**

The company was formed as a Limited Liability Company under Illinois state laws and headed by Tatyana Khatamova. Tatyana Khatamova is a leader in after school education for school age children. The company provides fun and educational after school programs to children ages 5-10 years. Each program offers small class sizes with 3 to 4 children per class/instructor in person, online or on a hybrid schedule.

### **Business Mission**

To foster interest and love for learning through art, mental math, reading, coding and language arts.

### **New Service**

The Company is prepared to introduce the following service to the market:

After school academic program offering fun and educational approaches to art, math, reading and language arts.

## **II. MARKETING SUMMARY**

The Company’s major target market is as follows:

Parents and guardians of children ages 5-10 years in Northwest Suburbs as well as online, wishing to provide their children with additional skills and to promote the love for learning. Parents of first generation children born in the US wish to preserve their native language and therefore turn to the Company for support. The Company has developed a results driven program to challenge children as they develop academic and social skills. There are currently only tutoring services offered in the area for children that need assistance in their current curriculum. Our program is one of a kind as we promote learning all while staying true to their culture.

## **PROMOTIONAL STRATEGY**

The Company will promote sales using the following methods:

We strive to become a household name in the After-School Program industry. To achieve our goal, we mainly rely on word of mouth of our current customers and have been very successful. In addition to referrals, we also plan to send out monthly flyers to residents in our service area. Additional exposure will be gained through social media, community outreach to local child care facilities and schools. Our team will also participate as vendors in local fairs to attract additional customers. As part of customer retention efforts, the Company will offer a free trial class to new customers. Customer retention efforts will be also be done through individualized progress reports and custom tailored programs. The Company will also offer workshops for parents that want to get more involved. Parents want to see their children grow their knowledge and skillset, therefore by allowing the parent to be a part of their journey parents will feel just as accomplished as the student.

### **III. SERVICES OFFERED**

First-rate service is intended to be the focus of the Company and a cornerstone of the brand's success.

Programs currently offered include: art, math, speed reading, robotics, chess and STEM. In addition to programs mentioned above, the Company also works with children to learn and preserve their native language in a fun setting. Each program offers small class sizes with 3 to 4 children per class/instructor in person, online or on a hybrid schedule.

The program strongly encourages Drop off and pick up methods for best practices and best outcomes by the students. Students are encouraged to be dropped off at the door in the parking lot and walk into the center.

### **PRICING**

The Company will offer the following tuition options:

1. Pay per class (discounts offered to students attending more than one program)
2. Session Packages
3. Ongoing monthly fees at a discounted rate for unlimited classes

### **IV. OPERATIONS AND LOGISTICS**

The Company will offer in-person, online and on a hybrid schedule. Our current programs are designed for classes of 3-4 students. Our operating hours are 4pm-8:30pm, with peak times at 5:30pm. There are currently 3 instructors on staff with a combine 35 years of experience in teaching school aged children. Students utilize software, educational platforms and communication tools to achieve their goals.

### **VI. Financial Planning**

Expenses include:

Inventory purchases, licenses, insurance and marketing costs

Monthly Costs and ongoing costs include:

- Rent
- Utilities
- Staff Payroll

Projected Monthly Revenue:  
\$15,000-\$20,000

Funding Sources:  
Personal Savings

Cashflow and all finances will be handled by Tatyana Khatamova. The Company has partnered up with local vendors to keep supply costs low. Pay structure for instructors is commission based to maintain motivation of instructors to seek new business and retain current customers.

## **VII. Staffing and Training**

All instructors employed by the Company, must possess in the very least an Early Childhood Education Certificate. All instructors, regardless of ethnic background, must speak, read and write in English as well as at least one of the following languages: Russian, Ukrainian, Polish and Spanish.

### **Training**

All instructors at the Company are required to attend continuous improvement and education course to ensure we are only providing the best and latest curriculum. Instructors are required to accurately fill out progress reports for students and create custom tailored programs to meet each child's needs. Instructors are also required to check in with parents to ensure everyone is up to speed on the specific child's needs and success. To promote a healthy and happy workplace, Instructors will attend a weekly team meeting to discuss issues, success stories and share plans for the following week.

## **VIII. Legal & Administrative**

The Company affirms that its promoters have acquired all legally required trademarks and patents. The Company also affirms that all required licenses and permits to operate an After School Program have been acquired. Commercial General Liability insurance has been purchased. The Company has retained an attorney for future needs although the Company is not foreseeing any issues with payments due to the nature of the business being a pay as you go service and customers are not under contract. To remain compliant with all state regulations, an Online Data Privacy Agreement will be given out to each customer. Security Cameras will be set up to ensure we maintain a safe environment for the customers and staff.

## **IX. Technology and Online Services**

The Company will utilize platforms such as Zoom, Skype and Microsoft Teams to accommodate students on a hybrid schedule. Teaching Schedule and curriculums will be shared with students and parents at the start of the year or at registration. The schedule and curriculum will be based on current students' age groups and needs. Communication with clients will be done via phone, email, text and regular progress reports. Surveys will be conducted regularly to keep lines of communication open. Supplementary materials are not required for our programs.



## **X. Growth Plan**

As part of our growth plan, we plan to expand our programs into additional languages, adding more programs to the curriculum and hiring more staff. Our short term goals include adding additional locations to accommodate students that commute from other parts of Chicagoland. We are very committed to implementing this growth plan as our survey results show that most parents wish their children's activities were not so scattered but to be all in once place. We strive to become that place. In the next 3-5 years, we would like to expand to at least 3 locations, Northwest Suburbs, City of Chicago and Southwest Suburbs.

During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

**SPECIAL USE STANDARDS**

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

**Response:**

The special use of a kids' after-school tutoring program at this location will serve the public convenience by providing a welcoming and engaging environment for children to develop essential skills in both mathematics and the arts. This program promotes intellectual growth and creativity, which are critical components of a well-rounded education. By offering hands-on learning experiences and fostering collaboration among peers, the program encourages children to explore their interests and talents.

Furthermore, the establishment and operation of this initiative will not be detrimental to public health, safety, morals, or general welfare. In fact, it will contribute positively to the community by providing constructive activities for children, reducing the likelihood of unsupervised or harmful behaviors. The program will also promote social interaction and inclusivity, supporting the development of friendships and teamwork skills. Overall, this special use serves to enrich the community while ensuring a safe and supportive environment for children to learn and grow.

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

**Response:**

The location and size of the kids' after-school tutoring program are well-suited to the needs of the Business Park and align with the principles of orderly development in the area and tenants. The program will operate within small classrooms, accommodating 7 to 10 children, creating an intimate and focused learning environment. This small class size ensures that each child receives personalized attention and support, which enhances the effectiveness of the educational experience.

The program's limited operating hours will further contribute to its harmonious integration within the Business Park. By offering classes during non-peak times, we can minimize traffic and noise, maintaining a peaceful atmosphere for nearby residents. Additionally, the subject property is conveniently located near main streets, but tucked into the back end of the Park, providing easy access for families while allowing for safe drop-off and pick-up.

Overall, the scale and nature of the program are in alignment with the surrounding area, fostering a community-driven approach to education that complements nearby establishments. This thoughtful integration ensures that the kids' program will enhance the

district rather than disrupt it, promoting a positive and supportive environment for both the children and the Business in the Park.

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

**Response:**

The proposed kids' after-school tutoring program is designed to enhance, rather than detract from, the use and enjoyment of other properties and businesses in the immediate vicinity. By providing structured activities centered on music and the arts, the club will foster a positive environment that contributes to the vibrancy of the neighborhood and nearby tenants. The nature of the program—focused on creativity and learning—aligns with community values and serves as an asset to families in the area.

Due to the small classroom sizes and the limited hours of operation, the potential for noise and disruption is minimized. This thoughtful planning ensures that the club will not interfere with the activities of nearby residences or businesses, allowing them to retain their peace and quiet. Furthermore, by creating a welcoming space for children, the club can enhance the overall aesthetics of the neighborhood, making it more attractive and desirable for families.

Additionally, research indicates that community programs focused on arts and music and other kids centered activities, often increase property values in their vicinity by promoting neighborhood engagement and diversity. As such, the presence of this club can potentially enhance the appeal of the area, thereby benefiting existing property owners. The establishment of the kids' after-school tutoring program club will be a complementary addition to the Business Park, preserving the quality of the building and location, while contributing positively to the community's character and property values.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

**Response:**

The proposed kids' after-school tutoring program will be run in a unit that is appropriately sized and designed to fit seamlessly within the existing architectural context of the Business Park. By maintaining a scale and aesthetic that aligns with surrounding buildings, the program will encourage rather than impede development in the area.

The nature of the program, focused on enriching children's education through after-school tutoring program, is inherently positive and community-oriented. This alignment with the goals of the zoning district creates opportunities for collaboration with local businesses, schools, and community organizations, enhancing the sense of community while promoting further development.

The low-impact operations of the program, characterized by small class sizes and limited hours, ensure that the use of the space does not create undue strain on surrounding properties. This compatibility fosters an environment where adjacent land and buildings can continue to thrive in accordance with the zoning regulations.

Furthermore, the presence of this program can serve as a catalyst for continued growth and revitalization in the area, potentially attracting more families and creative entities that value educational and recreational opportunities for children. This positive momentum could, in turn, encourage responsible development and investments in adjacent properties, ultimately benefiting the neighborhood as a whole. The establishment of the kids' after-school tutoring program will support and enhance the development potential of adjacent land and buildings, contributing to a cohesive and vibrant community aligned with the goals of the zoning district.

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Response:

The establishment of the kids' after-school tutoring program has been carefully reviewed with ownership and management of the Business Part to ensure that there will be no negative effects on the surrounding businesses. We have conducted a thorough review of adjacent businesses and properties, confirming that adequate utilities, access roads, drainage, and other necessary facilities are already in place to support the program's operations effectively.

The existing infrastructure surrounding the location is equipped to handle the anticipated needs of the program. Utilities, such as water, electricity, and internet access, are readily available and capable of supporting the activities conducted within the club. The proximity to main access roads facilitates convenient transportation for families, ensuring safe and efficient drop-off and pick-up experiences without disrupting local traffic patterns.

Additionally, drainage systems have been reviewed to ensure that there are no concerns regarding stormwater management or flooding that could arise from the program's operation, as the program is not expected to increase use in any extraordinary way. Any potential concerns will be proactively addressed to maintain the integrity of the surrounding area.

In summary, the planning and implementation of the kids' after-school tutoring program will integrate seamlessly into the existing infrastructure, ensuring that there is no negative impact on neighboring businesses or essential facilities. By confirming these provisions, we are committed to creating a positive addition to the community that supports both the program and the neighboring businesses and residences.

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

**Response:**

**The kids' after-school tutoring program club has been thoughtfully located in the building layout to ensure that its parking facilities are adequate and strategically planned to create a no impact on the current business community. Recognizing the importance of accessibility and safety, the parking areas will be sized appropriately to accommodate the expected number of visitors without overwhelming the space.**

**The parking allotment will be set in a way that allows for easy access to the facility while minimizing any visual impact on adjoining businesses in the area. Current landscaping allows for the parking and use of the lot by kid's club to be harmonious with the surrounding environment, maintaining the aesthetics of the business park.**

**Furthermore, the entrance and exit driveways will be designed to promote smooth traffic flow, effectively reducing the risk of hazards and minimizing potential congestion on public streets. The design will include clear signage and appropriate turning lanes to facilitate safe and efficient vehicle movements, ensuring that families can navigate to and from the club without disruption.**

**By ensuring that the parking areas are adequately sized, well-located, and thoughtfully screened, the kids' after-school tutoring program will have no real effect on the overall experience for businesses while minimizing any potential negative effects on traffic patterns or the enjoyment of other properties. The club's commitment to comprehensive planning reflects a dedication to community safety, convenience, and overall harmony within the neighborhood.**

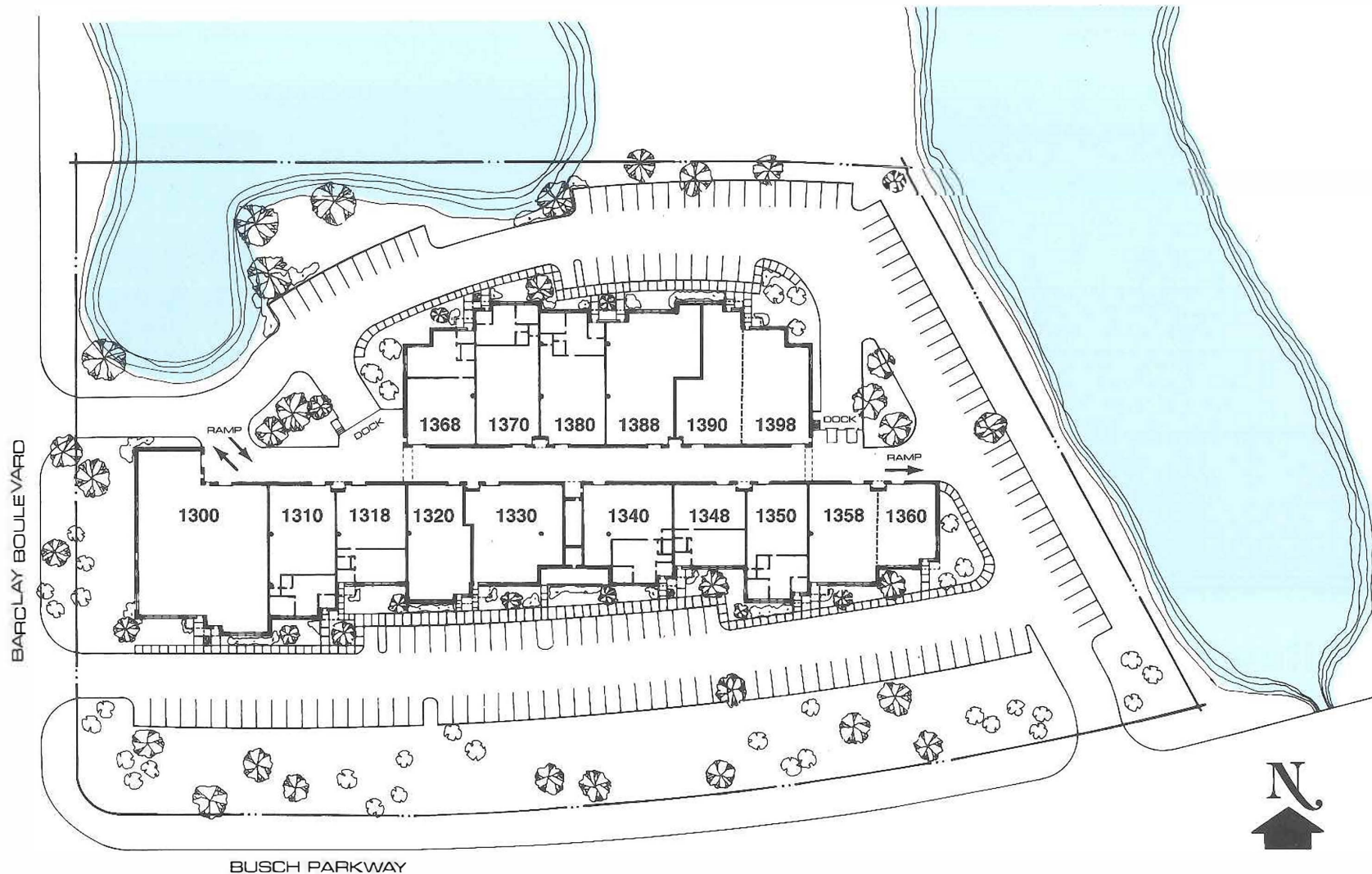


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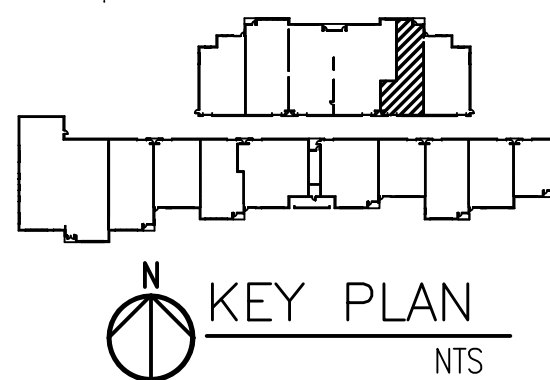
Address Correction Requested



| UNIT | SIZE  |
|------|-------|
| 1300 | 4,309 |
| 1302 | 3,649 |
| 1310 | 3,338 |
| 1318 | 2,660 |
| 1320 | 2,668 |
| 1330 | 3,639 |
| 1340 | 3,181 |
| 1348 | 2,239 |
| 1350 | 2,830 |
| 1358 | 2,566 |
| 1360 | 1,946 |
| 1368 | 2,937 |
| 1370 | 3,408 |
| 1380 | 3,337 |
| 1388 | 4,292 |
| 1390 | 2,556 |
| 1398 | 2,937 |

1300-1398 Busch Parkway  
Buffalo Grove, Illinois

| Suite                     | Tenant                                  | Allocate Stalls Per Lease  | Hours of Parking Demand                                               |
|---------------------------|-----------------------------------------|----------------------------|-----------------------------------------------------------------------|
| 1300                      | Candence Physical Therapy Co.           | 10 Unreserved              | Mon - Sat. 8:00AM- 7:00PM                                             |
| 1302                      | Vacant                                  | Vacant                     | Vacant                                                                |
| 1310                      | Praire Krafts Brewing Co.               | 8 Reserve                  | Mon - Thur 4:00PM--9:00PM, Fri- Sat 2:00PM-11:00PM, Sun 2:00PM-7:00PM |
| 1318-1320                 | SST Form                                | 8 Unreserved               | Mon-Fri 6:00AM-6:00PM                                                 |
| 1330                      | Abagy Robotics Systems Inc              | 7 Unreserved               | Mon-Fri 8:00AM-5:00PM                                                 |
| 1340                      | Crown Trophy                            | 6 Unreserved               | Mon-Fri 9:00AM-5:30PM                                                 |
| 1348-1350                 | MIR Tactical                            | 11 Unreserved              | Mon-Fri 12:00PM-8:00PM                                                |
| 1358                      | Creativeana LLC                         | 6 Unreserved               | Mon-Sunday 9:00AM-7PM                                                 |
| 1360                      | Loft 312 Inc Greenline Pet Supply       | 4 Unreserved               | Mon-Fri 9:00AM-5:30PM                                                 |
| 1368                      | Barrel Maker Clothing Co.               | 5 Unreserved               | Mon-Fri 8:00AM-5:00PM                                                 |
| 1370                      | Optum Infusion Services 501             | 7 Unreserved               | Mon-Fri 9:00AM-5:00PM                                                 |
| 1380                      | Vacant                                  | Vacant                     | Vacant                                                                |
| 1388                      | Movement & Sound Dance                  | 11 Unreserved              | Mon-Fri 9:30 AM-9:30 PM Saturday 8:30AM-1:00 PM                       |
| 1390                      | Proposed Tenant                         | 6 Unreserved               |                                                                       |
| 1398                      | Next Generation Heating And Cooling Inc | 6 Unreserved               | Mon-Fri 5:00AM-4:00PM                                                 |
| Total Used Stalls         |                                         | 95 Used Stalls             |                                                                       |
| Currently Vacant Stalls   |                                         | 56 Currently Unused Stalls |                                                                       |
| Proposed Available Stalls |                                         | 50 Stalls                  |                                                                       |





**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD  
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS  
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, JANUARY 15, 2025**

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**CALL TO ORDER**

Chairperson Weinstein called the meeting to order at 7:31 PM.

Roll call indicated the following were present: PZC Chairperson Weinstein, PZC Vice Chairperson Richards, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Worlikar, PZC Commissioner Spunt, PZC Commissioner Saxena, PZC Commissioner Schwartz.

Absent: PZC Commissioner Davis

Also present were: Trustee Liaison David Weidenfeld, Village Attorney Patrick Brankin, Deputy Director Kelly Purvis, and Associate Planner Andrew Binder

**PUBLIC HEARINGS/ITEMS FOR CONSIDERATION**

**A. Consideration of a Special Use in the Industrial District (I) to open Child Care Center at 1390 Busch Parkway**

Associate Planner Binder provided an overview of the special use request, and the anticipated operations of the after school tutoring program. He indicated that staff is in support of the request.

The Real Estate Broker, Anna Linscheid and the petitioner, Tatiana Khatamova were sworn in.

Linscheid indicated that the tutoring business would be operating the opposite hours of most other businesses in the multi-tenant building. She noted there is plenty of parking available at this location and the use will complement the community.

Khatamova stated the business will aim to assist in the growth and development of kids and their families.

Com. Richards asked what the proximity of the brewery is to the after-school tutoring facility and if it would impede the liquor license.

Binder indicated that Liquid Love Brewing is in the building to the south on the opposite end of the property.

Attorney Brankin noted that the use in question does not have any location restriction in relation to a brewery.

Com Richards asked how many students are anticipated?

Linscheid stated there would be 4 kids per classroom with a total of 3 classrooms.

Khatamova stated that the subjects offered will be math, art, and language.

Com Richards asked the petitioner to walk through the parking demand.

Linscheid indicated that there are so many parking spaces available during the day and the hours of the use are complementary to the other uses in the center.

Com Au asked if there is an existing location or if this would be the first?

Linscheid stated yes, they have a waiting list of students and are currently renting a small space that they have outgrown.

Com Moodhe asked if they would anticipate people waiting in the parking lot?

Linscheid stated that would not be ideal. We think parents will want to run errands while the kids are in class.

Com Spunt asked about the dance studio next door, and if they thought that use could disturb their classes?

Linscheid responded that they do not anticipate it will be an issue and hope they will complement one another.

Com Worlikar asked about the student to staff ratio and number of students.

Linscheid stated 1 staff member would be assigned to each classroom. To begin they will have 4 staff with 3-4 students per classroom.

Com Saxena asked for clarification of the use and whether it is a tutoring location or childcare facility.

Linscheid responded that it is an afterschool program offering math, art and language tutoring.

The village staff report was entered into the record as Exhibit 1.

At 7:46pm the public hearing was closed.

Com Richards made a motion to recommend approval of the special use for a child care center at 1390 Busch Pkwy, subject to the conditions listed in the staff report. The motion was seconded by Com Worlikar.

The floor was opened for commissioner discussion.

Com Moodhe indicated that he remembered when the dance studio came forth for their special use request and the location of the brewery was discussed. He noted that the brewery is on the complete other side of the property and that there is an alley between the two buildings. He stated that it is far enough away from this use.

Moved by Kevin Richards, seconded by Neil Worlikar to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Kevin Richards, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 1 Jason Davis

Motion declared Passed.

## **REGULAR MEETING**

### **A. Other Matters for Discussion**

### **B. Approval of Minutes**

#### **1. Draft Minutes of the November 20, 2024 Planning and Zoning Commission Meeting**

Moved by Kevin Richards, seconded by Marc Spunt to approve the minutes of the November 20, 2024 meeting. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Kevin Richards, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 1 Jason Davis

Motion declared Passed.

### **C. Chairperson's Report**

None.

### **D. Committee and Liaison Reports**

Com Richards indicated that contracts for the fire station projects were approved.

Com Au indicated that she attended the meeting that took place in December where the fire station projects were approved.

### **E. Staff Report/Future Agenda Schedule**

Staff indicated that the first meeting in February would be canceled.

Deputy Director Purvis also noted that staff is still working to put together a PZC member training session, and more information about this will be shared soon.

### **F. Public Comments and Questions**

**All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.**

## **ADJOURNMENT**

The meeting was adjourned at 7:51pm.





## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.h. O-2025-26

#### Ordinance Approving a Sign Variation at 1250 Radcliffe.

##### Contacts

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Liaison: Trustee Weidenfeld

Staff: Nicole Woods

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I move to approve an ordinance approving sign variation at 1250 Radcliffe.

##### Summary

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See attached memorandum.

##### Strategic Alignment

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###### Guiding Principle

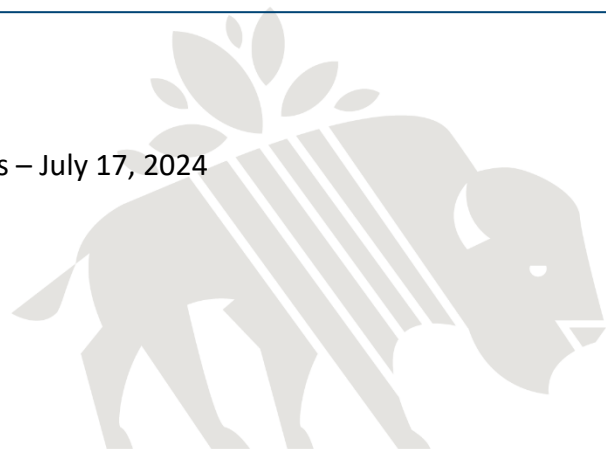
Principle 3: Plan and Invest in the Future

###### Goal

##### File Attachments

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1. Memo - 1250 Radcliffe Rd
2. DRAFT – Ordinance - 1250 Radcliffe Rd
3. DRAFT – Ordinance – Exhibit B. Plan Set
4. DRAFT – Ordinance – Exhibit C. PZC Minutes – July 17, 2024



**DATE:** February 18, 2025

**TO:** Village Manager Dane Bragg

**FROM:** Nicole Woods, Community Development Director  
Andrew Binder, Associate Planner

**SUBJECT:** 1250 Radcliffe Road - Sign Variations for Silk Road International School

### PROJECT BACKGROUND

Silk Road International School is seeking multiple sign variations to add two wall signs on the north elevation and one wall sign on the west elevation of the school building at 1250 Radcliffe Road, as shown in Figure 1.

It should be noted that the subject property was previously granted variations for wall signs in 2008 for the number of signs and sign area. However, a new variation is required as it is a new sign.

Silk Road International School has already installed the signs without a building permit and is now requesting the following variations from the Sign Code to allow the signs to remain:

- To allow more than one wall sign on the building;
- To allow three wall signs that exceed the allowable square footage for all signs on the property.

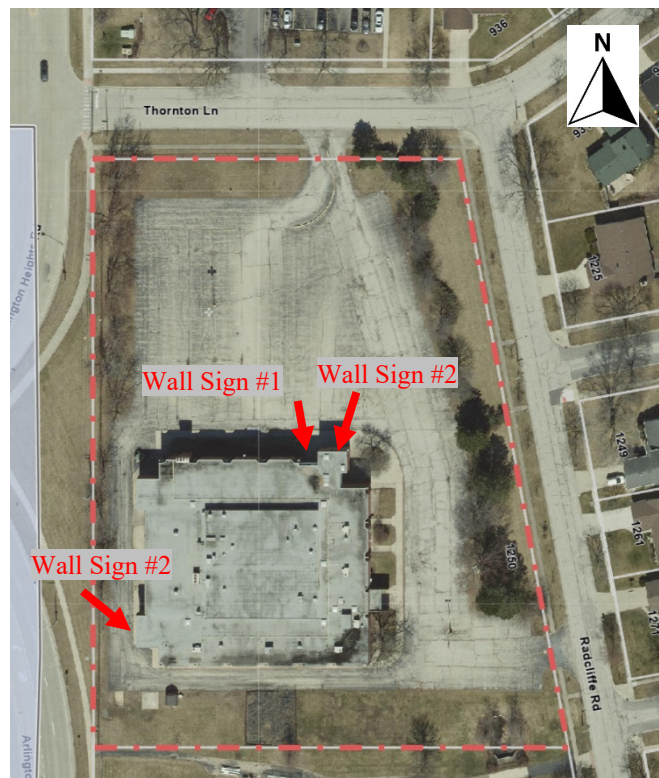


Figure 1: Subject Property with Proposed Signs

No other changes to the site or its use are proposed with this request. A building permit application will be required, and Staff review and inspection of the signs will be required as a condition of approval.

### PLANNING & ZONING ANALYSIS

The Petitioner has installed two wall signs on the north elevation facing Thorton Lane and one wall sign on the west elevation facing Arlington Heights Road. The total area of all three wall signs exceeds the

maximum number of signs and maximum area permitted by approximately 44.9 square feet. The signs, shown in Figure 2 and 3, are not illuminated and are installed flat against the building.

The variation is reasonable as the proposed signs are also similar to the previously approved signage for the site, and the property has frontage along three streets. The signs meet all other Sign Code requirements.



Figure 2: Wall Sign #2

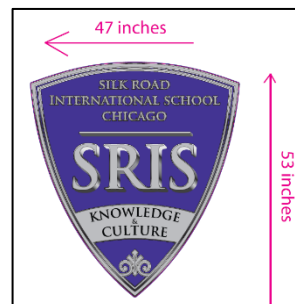


Figure 3: Wall Sign #1

## PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

## PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Sign Code variations for Silk Road International School at 1250 Radcliffe Road, subject to the following conditions:

1. The wall signs shall be maintained in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies including getting the appropriate permits and inspections for the signs.

## RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of two variations to Title 14 (Sign Code) Section 14.16 to allow wall signs on the north and west elevations that exceed the number of signs allowed, and to allow three wall signs that exceed the allowable square footage for all signs on the property at 1250 Radcliffe Road, subject to the conditions in the attached Ordinance.



## ORDINANCE 2025-xxx

### AN ORDINANCE GRANTING VARIATIONS FROM THE BUFFALO GROVE SIGN CODE FOR WALL SIGNS

#### Silk Road International School at 1250 Radcliffe Road

**WHEREAS** the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS** the real property (“Property”) is commonly known as 1250 Radcliffe Road, Buffalo Grove, Illinois and is hereinafter legally described in Exhibit A; and

**WHEREAS** Medetbek Begmatov, owner of Silk Road International School, (“Petitioner”) is seeking variations from Section 14.16 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of installing a total of three wall signs on the north and west elevations of the building on the subject property; and

**WHEREAS** the Planning & Zoning Commission held a public hearing on July 17, 2024, concerning the Petition for the Sign Variations; and

**WHEREAS** the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for Sign Variations as set forth in the Buffalo Grove Sign Code, and as described in the minutes attached hereto as Exhibit C; and

**WHEREAS** the Planning & Zoning Commission voted 5-0 to recommend approval of the requested Sign Variations; and

**WHEREAS** the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Sign Variations are in harmony with the general purpose and intent of the Sign Code (Title 14 of the Buffalo Grove Municipal Code); and

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
2. The granting of the requested variances would not be materially detrimental to the property owners in the vicinity; and
3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
4. The granting of the variances will not be contrary to the purpose of this Title pursuant to Section 14.04.020

**WHEREAS**, the proposed signs shall be maintained in accordance with and pursuant to the following exhibits:



- EXHIBIT A      Legal Description of the Property
- EXHIBIT B      Plan Set
- EXHIBIT C      Minutes from the July 17, 2024 Planning & Zoning Commission Meeting

**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 variations are hereby granted to Section 14.16 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) to allow wall signs on the north and west elevations that exceed the number of signs allowed, and to allow three wall signs that exceed the allowable square footage for all signs on the property at 1250 Radcliffe Road, subject to the following conditions:

1. The wall signs shall be maintained in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies including getting the appropriate permits and inspections for the signs.

**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

**EXHIBIT A**

**Legal Description**

**Silk Road International School  
1250 Radcliffe Road**

**SUBJECT PROPERTY COMMON ADDRESS: 1250 Radcliffe Road**

THAT PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8 66.50 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG A LINE PARALLEL TO SAID WEST LINE, 637.42 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, 298.50 FEET; THENCE SOUTH 10 DEGREES 31 MINUTES 31 SECONDS EAST, 1205.74 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 59 SECONDS WEST, 143.51 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 01 SECONDS EAST 95.00 FEET; THENCE NORTH 68 DEGREES 12 MINUTES 36 SECONDS WEST, 137.39 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 59 SECONDS WEST, 250.00 FEET TO A POINT 66.50 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS EAST ALONG A LINE PARALLEL TO SAID WEST LINE 398.80 FEET TO THE POINT OF BEGINNING, WHICH LIES NORTH OF A LINE, PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LINE INTERSECTS THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY 475.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PIN: 03-08-101-026-0000

**EXHIBIT B**

**Plan Set**

**Silk Road International School  
1250 Radcliffe Road**

DRAFT

**EXHIBIT C**

**Minutes from July 17, 2024, Planning & Zoning Commission Meeting**  
**Silk Road International School**  
**1250 Radcliffe Road**

DRAFT



**Silk Road International School**

Medetbek Begmatov  
1250 Radcliffe rd  
Buffalo Grove, IL 60089  
Phone: 6302917684

Narrative to the Planning & Zoning Commission  
Request for Sign Variation

Dear Members of the Planning & Zoning Commission,

I am writing to submit a request for a sign variation for our property located at 1250 Radcliffe Rd, Buffalo Grove, IL. This property, uniquely situated at the juncture of three streets, requires adequate signage to ensure it is easily visible and accessible from all surrounding roads.

**Property Location and Configuration:**

Our building is centrally located in the midst of three converging streets, which naturally presents a unique challenge for visibility. The strategic positioning, while advantageous for accessibility, necessitates multiple signs to guide visitors effectively from each approach.

**Signage Needs:**

The nature of our location makes it imperative for signs to face each street, ensuring that whether one is approaching from the north, south, or west, the building is clearly marked and easy to identify. This is not merely a preference but a necessity to avoid confusion and ensure the safety of those trying to locate our establishment among the bustling street layout.

**Historical Precedence and Continuity:**

We have maintained the same sign dimensions as utilized by the previous property owner, adhering to a previously established standard that was deemed appropriate for the building's needs and its context within the community. This decision was also aligned with the conditions under which we applied for and were granted a special use permit. Our current request seeks to continue using these established sign sizes but in a slightly varied configuration to enhance visibility from all directions.

Rationale for Variation Request:

Our request for a sign variation stems from a practical business need and a commitment to community safety. Enhanced signage will not only aid in directing traffic effectively but will also minimize the potential for roadside confusion that can lead to accidents or congestion. Furthermore, by maintaining the signage scale set by the previous owner, we ensure that the aesthetic and visual impacts remain consistent with community standards.

Conclusion:

We believe that the requested sign variations are reasonable and necessary given the unique geographical placement of our property and our commitment to public safety and convenience. We respectfully request the Commission's approval of our sign variation, which will allow us to serve our visitors and the community at large more effectively.

Thank you for considering our request. We are committed to working cooperatively with the Commission to meet the established guidelines and appreciate any feedback or requirements you may suggest.

Sincerely,  
Medetbek Begmatov



## Sign Code – Variation Standards

### RESPONSE TO STANDARDS

During your testimony at the Public Hearing you need to testify and present your case for the variance being requested. During your testimony you need to affirmatively address the six (6) standards listed below.

The Planning & Zoning Commission is authorized to grant variations to the regulations of the Sign Code (Chapter 14.40) based upon findings of fact which are made based upon evidence presented at the hearing that:

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and

**Response:** We re-used sign sizes that were up by previous owners and we agreed to it when we applied for special use permit in 2023

2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and

**Response:** No negative impact, reused same sign that was used by previous owners.

3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and

**Response:** Building has 3 streets and we would like to be visible

4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.

**Response:** we want building to be visible and easy to find

B. Where there is insufficient evidence, in the opinion of the Planning & Zoning Commission, to support a finding under subsection (A), but some hardship does exist, the Planning & Zoning Commission may consider the requirement fulfilled if:

1. The proposed signage is of particularly good design and in particularly good taste; and

**Response:** Sign matches our standard and design.

2. The entire site has been or will be particularly well landscaped.

**Response:** It will be well landscaped

Additional information can be found at the Village's Sign Code Regulations webpage:

[https://library.municode.com/il/buffalo\\_grove/codes/code\\_of\\_ordinances?nodeId=TIT14SICO\\_CH14.40VAAP](https://library.municode.com/il/buffalo_grove/codes/code_of_ordinances?nodeId=TIT14SICO_CH14.40VAAP)



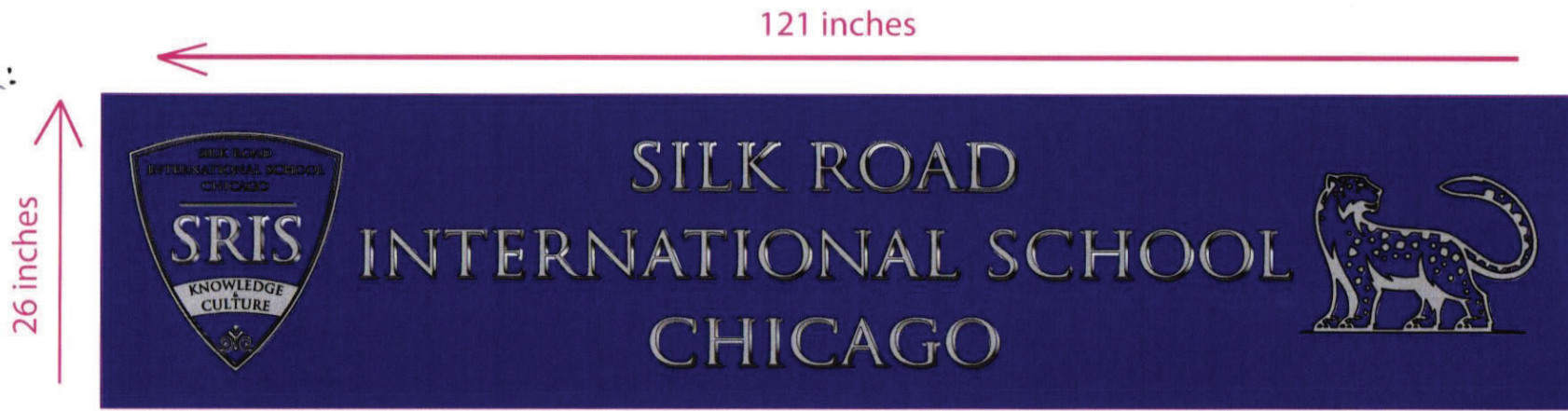
Sign #1:



Sign 1 sqft = Approx 17.3 sqft

Sign 2 sqft = Approx 21.8 sqft

Sign #2:







47 inches



53 inches

121 inches

26 inches



**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD  
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS  
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, JULY 17, 2024**

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**CALL TO ORDER**

Acting Chairperson Richards called the meeting to order at 7:30 PM.

Roll call indicated the following were present: Vice Chairperson Richards, Commissioner Au, Commissioner Spunt, Commissioner Davis, Commissioner Saxena.

Also present were: Village Attorney Patrick Brankin, Deputy Community Development Director Kelly Purvis, Associate Planner Andrew Binder and Trustee Liaison Weidenfeld.

**PUBLIC HEARINGS/ITEMS FOR CONSIDERATION**

- A. **Consideration of a Variation to the Fence Code pertaining to fences in residential districts for the purpose of installing a 4-foot fence that encroaches beyond the minimum required setback for a corner side yard fence along Avalon Drive at 2179 Avalon Drive.**

Associate Planner Binder provided an overview of the fence variation request to replace a 4-foot open style fence two feet from the property line on a corner lot, noting that staff is supportive of the request.

The petitioner, Jon Hong was sworn in. He indicated that he wants to match the fence of his neighbor in the house behind him. He noted that if he did follow the Code, that the fence would look odd. He is proposing a similar style, same height, color, etc. as his neighbor.

Com. Davis asked to see an image from the presentation and wanted to confirm the distance from the sidewalk that the fence would be placed.

The petitioner confirmed.

Com. Au asked about the neighbor's fence - if it was compliant.

Binder indicated that he believes a fence variation was also granted for the neighboring property.

The petitioner indicated that the previous owner put up the fence when it was permitted to be closer to the sidewalk.

Acting Chair Richards asked if any neighbors had contacted staff regarding the request.

Binder indicated that he had only received one call with questions.

The petitioner noted many people stopped by and asked about the public hearing

sign. Many were in favor of the proposal.

There were no comments from the public.

The public hearing was closed at 7:41pm.

The staff report was entered into the record as Exhibit 1.

Commissioner Davis moved to grant a variation to Section 15.20 of the Buffalo Grove Fence Code to allow the installation of a 4-foot fence that encroaches beyond the minimum required setback for a corner side yard fence along Avalon Drive at 2179 Avalon Drive, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

Moved by Jason Davis, seconded by Marc Spunt to approve. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Marc Spunt, Jason Davis, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Mitchell Weinstein, Adam Moodhe, Neil Worlikar

Motion declared Passed.

**B. Consideration of multiple variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code to allow Wealth Financial Services and Tax Advisory to add wall signs on the east and west elevations of the building at 600 Buffalo Grove Road.**

Associate Planner Binder provided an overview of the sign variation requests to allow two additional wall signs to be added on the west and east elevations of the building.

Binder indicated that staff is supportive of the requests.

The petitioner John Johnson, was sworn in. He noted that the previous tenant had signage in the same location on the building. He stated that the building is located on two main roads and that they would like to have visibility on both. Johnson noted that they have no desire to use the ground sign on the property.

Com. Spunt indicated that the signs would help people to be able to see the business, noting there are a lot of trees.

Com. Davis asked what options were considered to stay within the limits of the code regarding size.

The petitioner responded that if the sign were any smaller, it would not be legible. He also noted that the letters are the same height as the previous tenant's signage, but the name is longer.

The petitioner noted that the sign matches the Indeck signs on the building as both are brushed aluminum.

Acting Chair Richards noted that this request is reasonable. He noted that he is worried about the next tenant that comes in and stated for the record that he would not be in favor of allowing additional signage for more tenants. He further noted that he did find a hardship due to the shape of the lot.

The public hearing was closed at 7:52pm.

The staff report was entered into the record as Exhibit 1.

Com. Davis moved to recommend approval of the following variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code for Wealth Financial Services and Tax Advisory located at 600 Buffalo Grove Road:

1. A variation from Section 14.16. to allow more than one wall sign on the building;
2. A variation from Section 14.16. to allow each wall sign to be greater in area than the total permitted for all displays;
3. A variation from Section 14.16 to allow wall signage for an occupancy within another occupancy under separate ownership.

Subject to the following conditions:

1. The wall signs shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Moved by Jason Davis, seconded by Marc Spunt to recommend approval. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Marc Spunt, Jason Davis, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Mitchell Weinstein, Adam Moodhe, Neil Worlikar

Motion declared Passed.

**C. Consideration of multiple variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code to allow the Silk Road International School to add two wall signs on the north elevation and one wall sign on the west elevation of the building at 1250 Radcliffe Road.**

Moved by Jason Davis, seconded by Marc Spunt to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 5 Kevin Richards, Amy Au, Marc Spunt, Jason Davis, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Mitchell Weinstein, Adam Moodhe, Neil Worlikar

Motion declared Passed.

Associate Planner Binder provided an overview of the sign variation requests regarding three wall signs for the building on the north and west building elevations. Binder noted that staff is supportive of the requests.

The petitioner, Medetbek Begmatov was sworn in.

Acting chair Richards asked, just to confirm, the signs have already been installed.

Binder confirmed.

The petitioner noted that they had applied for a Special Use last year. He stated that he thought the signs were approved as part of the Special Use. He also indicated that the signs are similar in size to the previous tenant's signage, located in similar locations and not illuminated.

Com. Davis asked about the number of signs the previous tenant had.

Binder indicated a total of three signs previously.

Com. Davis asked what the need was for the two signs on the north side of the property.

The petitioner noted that there was a flaw in the building in that location. He installed the second sign to cover it.

Com. Au asked if there are any photos of the existing signs.

Binder pulled up the google street view showing the previous tenant's signs.

Com. Au asked how large wall sign #1 is.

The petitioner showed the commissioners a photo of the building currently.

Attorney Brankin noted that the photo needs to be entered into the record and should be submitted to staff after the meeting.

The public hearing was closed at 8:05pm.

The staff report was entered into the record as Exhibit 1, and the photo shown by the petitioner was entered into the record as Exhibit 2.

Com. Davis motioned to recommend approval of the following variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code for Silk Road International School located at 1250 Radcliffe Road:

1. A variation from Section 14.16. to allow wall signs on the North and West Elevations that exceed the number of signs allowed;
2. A variation from Section 14.16. to allow three wall signs that exceed the allowable square footage for all signs on the property.

Subject to the following conditions:

1. The wall signs shall be maintained in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Moved by Jason Davis, seconded by Marc Spunt to recommend approval. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Marc Spunt, Jason Davis, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Mitchell Weinstein, Adam Moodhe, Neil Worlikar

Motion declared passed.

## **REGULAR MEETING**

### **A. Other Matters for Discussion**

### **B. Approval of Minutes**

#### **1. Draft PZC Meeting Minutes - July 10, 2024**

The draft minutes from July 10, 2024 were approved.

Moved by Marc Spunt, seconded by Jason Davis to approve. Upon roll call, Commissioners voted as follows:

AYES: 4 Kevin Richards, Marc Spunt, Jason Davis, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Mitchell Weinstein, Adam Moodhe, Neil Worlikar

Motion declared Passed.

### **C. Chairperson's Report**

None

### **D. Committee and Liaison Reports**

Since Com. Moodhe was absent, Trustee Weidenfeld indicated that all PZC items on Monday's agenda were approved.

### **E. Staff Report/Future Agenda Schedule**

Staff provided an update on the upcoming meeting schedule noting that the August 7th meeting will be cancelled.

### **F. Public Comments and Questions**

**All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.**

## **ADJOURNMENT**

Moved by Amy Au, seconded by Sujat Saxena to adjourn. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Marc Spunt, Jason Davis, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Mitchell Weinstein, Adam Moodhe, Neil Worlikar

Motion declared passed.







## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.i. R-2025-11

#### Resolution adopting the 2025 Zoning Map

##### Contacts

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Liaison: Trustee Weidenfeld

Staff: Nicole Woods

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

---

I move to approve a resolution approving the 2025 Zoning Map.

##### Summary

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###### Background

Pursuant to State Statute, the Village of Buffalo Grove is required to publish its Official Zoning Map by March 31, 2025. Only one change was made to the Zoning Map this year: Aptakisic-Tripp Junior High Parking Lot Expansion – 1231 Weiland Road.

School District 102 acquired Aptakisic Park from the Park District to accommodate the expansion of the school's south parking lot onto the park property. The school property and Aptakisic Park property were consolidated, and the park property was rezoned from R-9: Multi-Family Residential to R-E One-Family Dwelling District to match the zoning on the school property.

##### Strategic Alignment

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###### Guiding Principle

Principle 3: Plan and Invest in the Future

###### Goal

##### File Attachments

---

1. DRAFT – Resolution - 2025 Zoning Map
2. DRAFT – Resolution – Exhibit A. 2025 Zoning Map





## RESOLUTION 2025-xx

### A RESOLUTION ADOPTING THE OFFICIAL ZONING MAP OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS

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

**WHEREAS**, Illinois statute requires annual publication of the Village's official zoning map; and,

**WHEREAS**, the Village of Buffalo Grove has compiled a zoning map attached hereto as Exhibit A depicting zoning districts as required by State statute.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois that the map attached hereto as Exhibit A is hereby adopted as the Village's official Zoning Map.

AYES: \_\_\_\_\_  
NAYES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
PASSED: \_\_\_\_\_, 2025  
APPROVED: \_\_\_\_\_, 2025

ATTEST:

APPROVED:

\_\_\_\_\_  
Janet M. Sirabian, Village Clerk

\_\_\_\_\_  
Eric N. Smith, Village President

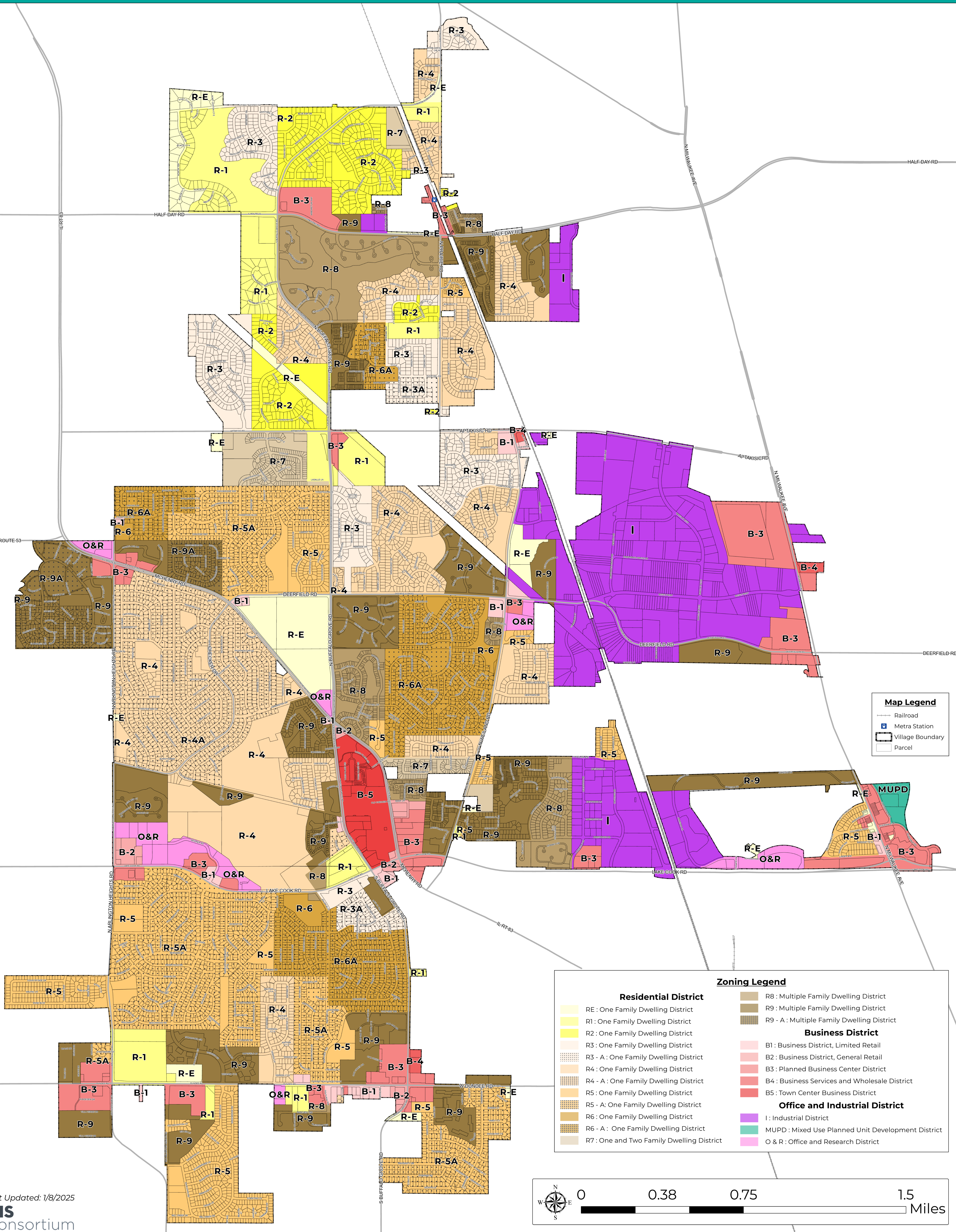
**EXHIBIT A**  
2025 Zoning Map

DRAFT





# Village of Buffalo Grove Zoning Map







## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 8.j. O-2025-27

#### Ordinance Authorizing the Purchase of One Fire Department Fleet Vehicle from Currie Motors

##### Contacts

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Liaison: Trustee Bocek  
Staff: James Warnstedt

##### Staff Recommendation

---

Staff recommends approval.

##### Recommended Motion

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I move to approve an ordinance authorizing the purchase of one 2025 Ford Explorer Utility Vehicle from Currie Motors, in an amount not to exceed \$46,364.00, subject to final review and approval by the Village Attorney.

##### Summary

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Please see attached memorandum.

##### Strategic Alignment

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###### Guiding Principle

Principle 1: Financially Responsible and Sound

###### Goal

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

##### File Attachments

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1. Memo - Fire Department Fleet Replacement
2. DRAFT Ordinance - Fire Department Fleet Replacement 2025
3. Fire Fleet Unit 291 Ford-Utility



### MEMORANDUM

**DATE:** January 31, 2025  
**TO:** Dane Bragg, Village Manager  
**FROM:** Josh Wallace, Fleet Manager  
**SUBJECT:** Fire Department Fleet Replacement

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### Recommendation

Staff recommends the Village Board authorize the Village Manager to purchase one 2025 Ford Explorer Utility Vehicle from Currie Motors, through the Suburban Purchasing Cooperative/Northwest Municipal Conference in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), for a total not to exceed amount of \$46,364.00, subject to final review and approval by the Village Attorney.

### Background Information

Staff request authorization to purchase one 2025 Ford Explorer Utility Vehicle to replace unit 291, a 2017 Ford Explorer Utility Vehicle, with 67,589 miles currently on the odometer. This unit is due to be replaced in Fiscal Year 2025, at an approved budgeted amount of \$65,000.00, as it is no longer in a condition that makes it wise to continue its service with the Fire Department. This unit will be procured through the Suburban Purchasing Cooperative/Northwest Municipal Conference. The unit is fully funded in the capital reserve and the old unit will be sold for asset recovery.

The new vehicle will go into service and replace the current Deputy Chief's vehicle. The Deputy Chief operates as a Duty Officer to provide Chief Officer support, usually assuming a command position in front of the building or acting as a Safety Officer. Duty Officers respond to reported and confirmed fires, accidents with entrapment, technical rescues, hazardous materials and dive incidents. In addition, the Duty Officer is responsible for investigating any accidents or injuries to department members, including responding to the hospital for support or transportation back to the station. As a part of these duties, the vehicle will be in service to respond to emergencies 24 hours a day, seven days a week to the above listed incidents.

The new 2025 Ford Explorer Utility Vehicle has a base cost of \$46,364.00 and will require approximately \$18,636.00 of additional upfitting costs for a total budgeted amount of \$65,000.00. The base purchase price under the contract is \$47,615.00, however, a powertrain price deduction has been applied, reducing the purchase price to \$46,364.00.



## ORDINANCE 2025-xxx

### AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) FIRE DEPARTMENT FLEET VEHICLE FROM CURRIE MOTORS

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

**WHEREAS**, the Village is a member of the Northwest Municipal Conference and the Suburban Purchasing Cooperative and

**WHEREAS**, the Village may make purchases in accordance with Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.)

**WHEREAS**, the Suburban Purchasing Cooperative 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 Board has authorized the Village Manager to purchase one (1) 2025 Ford Fire Department Fleet Vehicle from Currie Motors, in an amount not to exceed \$46,364.00, subject to 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





## 2025 Ford Utility Interceptor Contract #204

**\$47,615.00**



## Currie Motors Fleet

*Nice People to do Business With!*

Order Cut-Off: TBD

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions



## 2025 Ford Utility Interceptor

**\$47,615.00**

### Standard Features

**MECHANICAL** ● 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard ● AWD Drivetrain Transmission – 10-speed automatic, police calibrated ● Lithium-Ion Battery Pack ● Brakes – Police calibrated high-performance regenerative braking system (Hybrid Only) ● 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers ● Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ● Electric Power-Assist Steering (EPAS) – Heavy-Duty ● DC/DC converter – 220-Amp ● Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ● Engine Idle Hour Meter ● Powertrain mounts – Heavy-Duty ● Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ● Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ● 50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ● Manual Police Pursuit Mode

**EXTERIOR** ● Antenna, Roof-mounted ● Cladding – Lower body-side cladding ● Door Handles – Black ● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ● Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ● Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ● Grille – Black ● Headlamps – Automatic, LED Low-and-High-Beam ● Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ● Spare – Full size 18" Tire w/TPMS ● Spoiler – Painted Black ● Lift-gate Handle ● Tail lamps – LED ● Tires – 255/60R18 A/S BSW ● Wheel-Lip Molding – Black ● Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover ● Windshield – Acoustic Laminated ● **Rear Tail Light Housing**

**INTERIOR/COMFORT** ● Cargo Hooks in cargo area ● Climate Control – Dual-Zone Electronic Automatic Temperature Control ● Door-Locks— Power ● Fixed Pedals (Driver Dead Pedal) ● Floor – Heavy-Duty Thermoplastic Elastomer ● Glove Box – Locking/non-illuminated ● Grab Handles ● Heated Sanitization Solution ● **Lift gate Release Switch located in overhead console (45 second timeout feature)** ● Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ● Mirror – Day/night Rear View ● Particulate Air Filter ● Power points – (1) First Row ● Rear-door closeout panels ● Rear-window Defrost ● Scuff Plates – Front & Rear ● Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ● Speed (Cruise) Control ● Speedometer –

Calibrated (includes digital readout) •Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated •Universal Top Tray – Center of I/P for mounting aftermarket equipment •Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature • **Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C**

**SAFETY/SECURITY** •Advance Trac® w/RSC® •Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®•Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system •Belt-Minder® (Front Driver / Passenger)•Child-Safety Locks •Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations •**Rearview Camera viewable on 8"Center Stack** • Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row •SOS Post-Crash Alert System™• Perimeter Alert • **Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System**

**Police Up-fit Friendly** •Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)•Console mounting plate •Dash pass-thru opening for aftermarket wiring •Headliner- easy to service •Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring •100 Watt siren/Speaker Prep Kit**

**Functional** •Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"• Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger)•Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)•Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •Delivery under 75 miles



## Models

|                          |     |                                 |           |
|--------------------------|-----|---------------------------------|-----------|
| <input type="checkbox"/> | K8A | 2025 Utility Interceptor Hybrid | 47,615.00 |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |
| <input type="checkbox"/> |     |                                 |           |

## OPTIONS-Mechanical/Functional

|                                     |                                                                         |          |
|-------------------------------------|-------------------------------------------------------------------------|----------|
| <input checked="" type="checkbox"/> | 99B-3.3L V-6 TI-VCT Motor <b>NA with 99C Motor</b>                      | -2661.00 |
| <input type="checkbox"/>            | 99C-3.0L Eco boost-NA w/ 65U                                            | 893.00   |
| <input type="checkbox"/>            | 76D-Deflector Plate (engine and transmission shield)                    | 320.00   |
| <input type="checkbox"/>            | 41H-Block Heater                                                        | 179.00   |
| <input type="checkbox"/>            | 18X-100 Watt Siren Speaker (includes bracket and pig tail)              | 329.00   |
| <input type="checkbox"/>            | 60R-Noise Suppression                                                   | 94.00    |
| <input type="checkbox"/>            | 67U-Ultimate Wiring Kit                                                 | 602.00   |
| <input checked="" type="checkbox"/> | 67V-Connector Kit                                                       | 188.00   |
| <input checked="" type="checkbox"/> | 85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)         | NC       |
| <input type="checkbox"/>            | 85R-Rear Mounting Plate (NA with 65U, 85D)                              | 56.00    |
| <input type="checkbox"/>            | 67H Ready For the Road Package-OEM Lighting and Wiring Package          | 3,532.00 |
| <input checked="" type="checkbox"/> | 18D-Global Lock/Unlock- <b>Deletes 45 second Lift Gate Lock Release</b> | N/C      |

## Options-Exterior

|                                     |                                                                         |          |
|-------------------------------------|-------------------------------------------------------------------------|----------|
| <input type="checkbox"/>            | 16P Rear Bumper Step Pad                                                | 94.00    |
| <input checked="" type="checkbox"/> | 65L 18" Wheel Covers                                                    | 65.00    |
| <input type="checkbox"/>            | Keyed Alike CODE _____                                                  | 47.00    |
| <input type="checkbox"/>            | 942-Daytime Running Light-Cannot be Reprogrammed                        | 47.00    |
| <input type="checkbox"/>            | 68G- Rear Door Locks Inoperable                                         | N/C      |
| <input type="checkbox"/>            | 52P-Hidden Door Lock Plunger Includes 68G                               | 150.00   |
| <input type="checkbox"/>            | 43A-Rear Auxiliary Lights                                               | 376.00   |
| <input type="checkbox"/>            | 96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package | 1,410.00 |
| <input type="checkbox"/>            | 51P-Drivers Side Spot Light Prep                                        | 132.00   |
| <input type="checkbox"/>            | 51S-Dual Spot Lights-Unity                                              | 582.00   |
| <input type="checkbox"/>            | 51T-Drivers Spot Light-Whelen                                           | 394.00   |
| <input type="checkbox"/>            | 51V-Dual Spot Lights-Whelen                                             | 629.00   |
| <input type="checkbox"/>            | 51W-Dual Spot Prep                                                      | 264.00   |
| <input type="checkbox"/>            | 51R-Drivers Side Unity Spot Light                                       | N/C      |
| <input type="checkbox"/>            | 63B-Side Marker Lights                                                  | 320.00   |
| <input type="checkbox"/>            | 63L-Quarter Glass Lights                                                | 546.00   |
| <input type="checkbox"/>            | 66A-Front Headlamp Package                                              | 846.00   |
| <input type="checkbox"/>            | 66B-Tail Lamp Package                                                   | 405.00   |
| <input type="checkbox"/>            | 66C-Rear Light Package                                                  | 432.00   |
| <input type="checkbox"/>            | 16D-Badge Delete                                                        | N/C      |
| <input type="checkbox"/>            | 21L Front Auxiliary Light                                               | 546.00   |

## Options-Interior

|                                     |                                                                                    |          |
|-------------------------------------|------------------------------------------------------------------------------------|----------|
| <input type="checkbox"/>            | 47E 12.1" Integrated Computer Screen                                               | 3,478.00 |
| <input type="checkbox"/>            | 63V Cargo Vault (Lockable Small Compartment)                                       | 253.00   |
| <input checked="" type="checkbox"/> | 65U Interior Upgrade Package-Includes Civilian-Style Console /Carpet               | 367.00   |
| <input type="checkbox"/>            | 92R Solar Tint 2 <sup>nd</sup> Row (Deletes Privacy Glass)                         | 85.00    |
| <input type="checkbox"/>            | 92G Solar Tint 2 <sup>nd</sup> Row and Cargo Area (Deletes Privacy Glass)          | 112.00   |
| <input checked="" type="checkbox"/> | 87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display) | N/C      |
| <input type="checkbox"/>            |                                                                                    |          |

|                                     |                                                                               |         |
|-------------------------------------|-------------------------------------------------------------------------------|---------|
| <input checked="" type="checkbox"/> | 16C Carpet Floor Covering                                                     | 141.00  |
| <input checked="" type="checkbox"/> | FW Ebony Cloth Seating                                                        | 51.00   |
| <input type="checkbox"/>            | 90D Ballistic Door Panels (Level III +)-Driver Front Door Only                | 1495.00 |
| <input type="checkbox"/>            | 90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only | 2979.00 |
| <input type="checkbox"/>            | 90F Ballistic Door Panels (Level IV+)- Driver Front Door Only                 | 2274.00 |
| <input type="checkbox"/>            | 90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only | 4541.00 |
| <input type="checkbox"/>            |                                                                               |         |
| <input type="checkbox"/>            |                                                                               |         |

## Exterior Colors

|                                     |                         |  |
|-------------------------------------|-------------------------|--|
| <input type="checkbox"/>            | E4-Vermillion Red       |  |
| <input type="checkbox"/>            | JS-Iconic Silver        |  |
| <input type="checkbox"/>            | LK-Dark Blue            |  |
| <input type="checkbox"/>            | LM-Royal Blue           |  |
| <input type="checkbox"/>            | M7-Carbonized Gray      |  |
| <input type="checkbox"/>            | TN-Silver Grey Metallic |  |
| <input type="checkbox"/>            | UJ-Sterling Gray        |  |
| <input checked="" type="checkbox"/> | UM-Agate Black          |  |
| <input type="checkbox"/>            | YZ-Oxford White         |  |
| <input type="checkbox"/>            |                         |  |

## Miscellaneous Options

|                                     |                                                        |          |
|-------------------------------------|--------------------------------------------------------|----------|
| <input type="checkbox"/>            | 4-Corner LED Amber Strobes                             | 1,395.00 |
| <input checked="" type="checkbox"/> | Rustproofing (Does Not Include Undercoating)           | 395.00   |
| <input type="checkbox"/>            | Delivery Over 75 Miles                                 | 250.00   |
| <input type="checkbox"/>            | Certificate of Origin (Customer to Complete Licensing) | N/C      |
| <input checked="" type="checkbox"/> | License and Title- Municipal                           | 203.00   |
| <input type="checkbox"/>            | Passenger Title and Plates                             | 351.00   |
| <input type="checkbox"/>            |                                                        |          |

|                     |                          |
|---------------------|--------------------------|
| Title Name          | Village of Buffalo Grove |
| Title Address       | 1650 Leider Ln           |
| Title City          | Buffalo Grove            |
| Title Zip Code      | 60089                    |
| Contact Name        | Josh Wallace             |
| Phone Number        |                          |
| PO Number           |                          |
| FIN CODE            |                          |
| Tax Exempt Number   |                          |
| Total Dollar Amount | \$46,364                 |
| Delivery Address    | 1650 Lieder Ln           |
|                     | Buffalo Grove, IL 60089  |

**\*Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

***Currie Motors Commercial Center***

***10125 W Laraway***

***Frankfort IL 60423***

***PHONE: (815) 412-3227***

***Tom Sullivan***

***tsullivan@curriemotors.com***

***Phone: (815)464-9200***

***Nic Cortellini***

***ncortellini@curriemotors.com***

**Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation**

**Payment Due at Time of Delivery**





## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 9.a. O-2025-28

**An Ordinance Authorizing the Village Manager to Enter into an Agreement with Fredrick Quinn Construction for Construction Management Services for the Building of Fire Station 25.**

#### Contacts

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Liaison: Trustee Cesario

Staff: Lawrence Kane

#### Staff Recommendation

---

Staff recommends approval.

#### Recommended Motion

---

I move to approve an Ordinance approving Fredrick Quinn Construction as Construction Manager and approving the associated AIA Agreements for the new Fire Station 25.

#### Summary

---

See attached memo.

#### Strategic Alignment

---

##### Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 7: Builds Our Community

##### Goal

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 3: Strengthened Buffalo Grove community identity and pride

Goal 4: Vibrant and innovative community: leading edge

#### File Attachments

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1. Memo - 2-17-25 Construction Management

2. Ordinance - 2-17-25 AIA Authorizing Agreement of Services for Fire Station 25
3. FQC Proposal 102524
4. A133-2019
5. A133-2019 Exhibit B
6. A201-2017





## MEMORANDUM

**DATE:** February 10, 2025  
**TO:** Village Manager Dane Bragg  
**FROM:** Fire Chief Lawrence Kane  
**SUBJECT:** Construction Management Services Fire Station 25

### RECOMMENDATION

After reviewing qualifications, pricing and project deliverables from three construction management companies, staff recommends selection of Fredrick Quinn Construction (FQC) to provide construction management services for the Fire Station 25 project.

### BACKGROUND

Village Staff, represented by Deputy Village Manager Chris Stilling, Purchasing Manager Tom Wisniewski, Deputy Public Works Director Jim Warnstedt and Fire Chief Lawrence Kane sought proposals from three construction management companies that were previously vetted by the Village of Buffalo Grove as preferred contractors for their professional services. The three organizations (in no order) are Camosy Construction, Fredrick Quinn Construction (FQC) and Leopardo Construction. All three companies were presented the same project and provided drawings from the architect on which to base their proposals. Upon completion, all three companies were offered the opportunity to present their proposal for new construction management on what was assumed to be a \$9.25 million build. Two companies, Leopardo and FQC provided in person details on how they would approach the project and the third company, Camosy, provided the proposal via a virtual meeting.

The below chart represents a summary of proposed service costs for the Station 25 build project:

|              | FQC         |                     |  | Leo         |                      |  | Cam         |                     |
|--------------|-------------|---------------------|--|-------------|----------------------|--|-------------|---------------------|
| GC Monthly   | \$27,500.00 | \$ 330,000.00       |  | \$49,867.00 | \$ 598,404.00        |  | \$44,500.00 | \$ 534,000.00       |
| CM           | 2.50%       | \$ 231,161.78       |  | 2%          | \$ 184,929.42        |  | 2%          | \$ 184,929.42       |
| Ins          | 0.90%       | \$ 83,218.24        |  | 1%          | \$ 92,464.71         |  | 0.065%      | \$ 6,010.21         |
| Bond         | 0.75%       | \$ 69,348.53        |  | 1%          | \$ 92,464.71         |  | 0.25%       | \$ 23,116.18        |
| Tech         | 0.00%       | \$ -                |  | 0%          | \$ -                 |  | 0.45%       | \$ 41,609.12        |
| <b>Total</b> |             | <b>\$713,728.55</b> |  |             | <b>\$ 968,262.84</b> |  |             | <b>\$748,055.80</b> |

## ANALYSIS

At first glance, pricing for the project is favorable for FQC. Beyond pricing is the confidence and comfort of the staff working with the construction management team. Staff agreed that FQC brought a level of project knowledge that surpassed the other teams. FQC offered suggestions that related to value based construction that could potentially lower project cost while not impacting department operations or living conditions in the new facility. They approached each issue and concern from a realistic perspective giving all Village representatives comfort as well as trust in working with FQC on this project.

In addition to the design suggestions and management, FQC also has a professional plan for the handling of construction bids and moving through the contractor selection process. The ideas presented aligned with the Village's purchasing policy and were organized to make sure that the most qualified contractors are selected in the process.

## FINANCIAL IMPACT

The cost for FQC's services is included in and already programmed in the Station 25 capital budget. General construction costs are expected to be \$27,500 / month with an estimated build time of one year for a total of \$330,000. In addition to these costs will be certain percentage-based costs for things like insurance, bonds and construction management (illustrated in the previous cost comparison table).

## NEXT STEPS

Staff recommends seeking Village Board approval allowing the Village Manager to engage the services of Fredrick Quinn Construction for the construction management of the Fire Station 25 project as outlined in the attached proposal and AIA documents, pending legal review.

Once all construction documents and specifications have been finalized, a Guaranteed Maximum Price (GMP) will be negotiated with Fredrick Quinn Construction. A guaranteed maximum price contract sets the maximum price the Village will have to pay Fredrick Quinn Construction regardless of the actual costs incurred for the building of Fire Station 25. Any major changes in the scope may result in a change order that could increase the GMP. The final guaranteed maximum price once established, will be brought to the Village Board for approval.

## APPENDICES

- a. Exhibit A: FQC Proposal 102524
- b. Exhibit B: A133-2019 Agreement between Owner and Construction Manager
- c. Exhibit C: A133 – 2019 Exhibit B Insurance and Bonds
- d. Exhibit C: A201-2017 General Conditions of the Contract for Construction



## ORDINANCE 2025-xxx

AN ORDINANCE APPROVING FQC AS  
CONSTRUCTION MANAGER AND APPROVING THE  
ASSOCIATED AIA AGREEMENTS FOR THE NEW FIRE  
STATION 25

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

**WHEREAS** Fredrick Quinn Construction (FQC) was selected as the construction manager and the AIA Owner/Contractor agreements detail the roles and responsibilities of each entity as well as the general conditions and insurance exhibits make up parts of the contract; and

**WHEREAS**, it is in the best interest of the Village to approve said agreements.

**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 President and Clerk of the Village are hereby authorized to execute said agreements on behalf of the Village of Buffalo Grove, subject to 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

October 25, 2024

Mr. James Warnstedt  
Deputy Public Works Director  
Public Works Department  
Village of Buffalo Grove  
1650 Leider Lane  
Buffalo Grove, IL 60089

**CONSTRUCTION MANAGEMENT SERVICES**  
**New Fire Station 25**

Dear Mr. Warnstedt

This proposal has been prepared in response to your request for the above referenced services associated with construction of the New Fire Station 25. The purpose of this proposal is to outline the basis of an agreement between the Village of Buffalo Grove and Frederick Quinn Corporation (FQC), anticipating a formal agreement following the AIA A133 Form of Agreement between Owner and Construction Manager as Constructor, with a Guaranteed Maximum Price. It is anticipated that we would use the same contract language from our work together on the New Public Works Facility as the basis for the agreement on this project.

Frederick Quinn Corporation (FQC) proposes to provide construction management services in order to assist the Village through the process of planning, design, bidding and construction of the contemplated construction work. FQC will work in conjunction with the Village and your selected design partner, FGM Architects, to help plan and implement a solution that responds to the anticipated scope of work, the preliminary planning work done to date, and as directed by the Village. This proposal is presented in four parts: Project Understanding, Scope of Services, Schedule and Compensation.

**Project Understanding:**

FQC understands that the Village desires to demolish the existing Fire Station No. 25 and build a new, modern facility at the same location. During construction, the Fire Department staff will be relocated at a temp station located at the old Public Works Facility on Raupp Blvd. The new station will be approximately 16,000 SF and will include those components of a modern fire station operation. These include but are not limited to apparatus bay, all appropriate support spaces, bunk rooms, kitchen, day room, fitness area, offices, and corresponding site improvements. Our understanding is that the building design will be to current codes and energy requirements, but will not be pursuing any additional energy efficiency project goals such as LEED<sup>TM</sup>. As your construction manager, FQC is currently under a proposal agreement for the preconstruction phase of services up through completion of construction documents for this project. If the Village finds the terms of this proposal acceptable, FQC would work with the Village and FGM Architects through bidding, construction and closeout to develop an approach and final built facility that meets the identified needs of the Village.

**Scope of Services:**

Preconstruction Services – Because FQC is currently under a proposal agreement for preconstruction up to, but not including bidding, the remaining preconstruction services will be limited to bidding and contract awards. As design is completed FQC will work with FGM Architects, the Village and our construction team to develop a bid strategy in terms of bid packaging, trade contractor qualification and contract award.

Construction Management – FQC manages the process of construction from contract award through final closeout and 12 month post completion warranty management. The services FQC provides are consistent with the requirements of the AIA 133 contract document and accompanying A201 General Conditions. The services proposed by FQC are also consistent with those provided to the Village for the New Public Works Facility construction process. During construction, FQC provides full-time on-site field supervision who manage the day-to-day construction activities. The personnel assigned to the project will be determined based on the final schedule and start date of the project, subject to approval by the Village. The field team is supported by Mr. John Eallonardo on a daily and weekly basis, and by Mr. Jack Hayes, President, as your Project Executive. We are responsible for every step of the process from bid opening to construction oversight, site logistics, quality, schedule and project close-out. Our team stays with your project into the post occupancy warranty phase to assure you 100% satisfaction.

**Draft Schedule:**

The Schedule for the project will be developed as design progresses. Based on our participation to date, FQC understands that FGM anticipates being complete with the construction documents in February 2025. This would allow for bidding in March, contract awards in April and start of work in May 2025, pending necessary permit approvals. One aspect of the project that has been discussed is to conduct an early bid package for demolition of the existing Station No. 25, once the staff move to the temp fire station. Bidding of demolition can occur on a separate schedule during the spring of 2025, so that demolition is complete prior to start of construction in May.

As part of our standard scope of services, FQC will develop a comprehensive project schedule, for Village approval. FQC will work throughout the preconstruction phase in developing a comprehensive implementation plan and project schedule including bidding and construction sequencing, with demolition. This schedule will be provided for review and approval by the Village. Overall, from the start of the new building construction, it is anticipated that the schedule for the New Station No. 25 would be twelve months for construction and one month for punch list.

**Compensation:**

Preconstruction Services – The remaining preconstruction services to be provided include public bidding to trade contractors and contract awards. FQC proposes to provide these services for a fixed fee of \$5,000.00.

Construction Management – These services include the work required for proper management, oversight and execution of all construction activities. These expenses will be budgeted for and included as part of the hard construction cost portions of a project. FQC proposes to provide construction management services to the Village of Buffalo Grove for Fire Station No. 25 at the same rates as provided for the New Public Works Facility. These rates and our proposed fee structure is as follows:

- **General Conditions:** The primary general conditions costs are for the full-time, professional construction management supervision necessary to manage, oversee and coordinate a high quality, safe construction process. The general conditions costs include items that are required to support the actual execution of construction activities on site, such as temporary facilities, field office expenses, technology, etc. These costs are budgeted for and billed as part of the construction cost on a monthly basis. The proposed monthly fixed General Conditions cost for a Field Superintendent is \$27,500. The total General Conditions costs, currently estimated at thirteen months, will be presented to the Village for approval once the final scope and schedule of the project has been finalized. The Village and FQC will agree to the final schedule prior to bidding of the project, at which time the General Conditions will be fixed as a Not to Exceed. In the event the actual project schedule exceeds the originally agreed upon schedule duration for the anticipated scope of work as provided, the General Conditions rate will be adjusted to \$13,750 per month thereafter.
- **Construction Management Fee:** FQC proposes to provide comprehensive construction management services for a fee of 2.5% times the actual cost of work. There will be no other reimbursable expenses or standard individual billing rates.
- **Insurance and Bonds:** Insurance coverage (General Liability, Worker's Compensation, Employment, Auto and Professional Liability) would be billed at 0.85% times the actual cost of construction. Performance and Payment Bonds are provided at a rate of approximately 0.75% times the actual cost of construction. Bonds will be provided at the actual bond rates provided by our broker at the time of issuance, but in no case higher than the 0.75% rate.



Mr. James Warnstedt  
Village of Buffalo Grove – Station No. 25  
October 25, 2024  
Page 4

The following summarizes the components of compensation:

|                                                                                      |                        |
|--------------------------------------------------------------------------------------|------------------------|
| Preconstruction:                                                                     | \$ 5,000.00            |
| Construction Management:                                                             |                        |
| • General Conditions:                                                                | \$ 27,500.00/month     |
| ○ General Conditions beyond agreed upon schedule<br>will be billed at \$13,750/month |                        |
| ○ NTE to exceed established upon approved schedule                                   |                        |
| • CM Fee:                                                                            | 2.5% x cost of work    |
| • Insurance:                                                                         | 0.9% x cost of work    |
| • Bonds:                                                                             | Actual rates NTE 0.75% |

As we work through the current preconstruction services phase with FGM Architects for Station No. 25 we will identify milestone points for development of construction cost estimates and development of projected project schedules so that we can further refine the terms of this proposal as well as the plan for an early demolition bid package. As we work toward that eventuality, we can also develop for review the updated AIA contract documents for the project, based on our previous Public Works Facility agreement.

FQC appreciates the opportunity to be of continued service to the Village of Buffalo Grove and your community. If the terms of this proposal are acceptable, please sign the Acceptance section below. If you have any questions, please let me know.

Respectfully submitted,

**FREDERICK QUINN CORPORATION**



Jack Hayes  
President

**Accepted By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# DRAFT AIA® Document A133™ – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the « » day of « » in the year « »  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

«Village of Buffalo Grove  
50 Raupp Blvd.  
Buffalo Grove, IL 60089 »« »

and the Construction Manager:  
(Name, legal status, address, and other information)

« Frederick Quinn Corporation  
103 S. Church Street  
Addison, IL 60101 »« »  
« »  
« »  
« »

for the following Project:  
(Name, location, and detailed description)

«New Fire Station No. 25  
505 W. Dundee Road  
Buffalo Grove, IL 60089 »  
« »  
« »

The Architect:  
(Name, legal status, address, and other information)

«FGM Architects, Inc.  
1 Westbrook Corporate Center, Suite 1000 »« »  
«Westchester, IL 60154 »  
« »  
« »

The Civil Engineer:  
(Name, legal status, address, and other information)

Gewalt Hamilton Associates, Inc.  
625 Forest Edge Dr,  
Vernon Hills, IL 60061

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

The Owner and Construction Manager agree as follows.



## TABLE OF ARTICLES

|    |                                                              |
|----|--------------------------------------------------------------|
| 1  | INITIAL INFORMATION                                          |
| 2  | GENERAL PROVISIONS                                           |
| 3  | CONSTRUCTION MANAGER'S RESPONSIBILITIES                      |
| 4  | OWNER'S RESPONSIBILITIES                                     |
| 5  | COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES |
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| 10 | ACCOUNTING RECORDS                                           |
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| 12 | DISPUTE RESOLUTION                                           |
| 13 | TERMINATION OR SUSPENSION                                    |
| 14 | MISCELLANEOUS PROVISIONS                                     |
| 15 | SCOPE OF THE AGREEMENT                                       |

### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

«Demolition of existing building and construction of a new building and associated site work at 505 W. Dundee Rd. for purposes of a new Fire Station No. 25 facility. »

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

«16,750 SF new Fire Station No. 25 as detailed in the Design Development Documents prepared by FGMA, dated 11.22.24. »

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

« A not to exceed budget of \$9.3 Million, to be verified throughout design, subject to Owner approval of Guaranteed Maximum Price (GMP). »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«March, 2025 »

- .2 Construction commencement date:

«June, 2025 (subject to receipt of full building permit) »

- .3 Substantial Completion date or dates:

«Thirteen months from receipt of full building permit. »

- .4 Other milestone dates:

« Bidding/Award: April/May 2025 »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

«The project may include an early bid package for demolition and potentially site development/ utilities, depending on availability of permits. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« No specific certification goal. Industry standard application of energy efficiency, recycled materials, locally produced products, and construction recycling/waste minimization. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

«Mr. Lawrence Kane  
Fire Chief  
Village of Buffalo Grove  
1051 Highland Grove Dr.  
Buffalo Grove, IL 60089  
847.537.0995 »

«  
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

« Mr. Dane Bragg  
Village Manager  
Village of Buffalo Grove  
50 Raupp Blvd.  
Buffalo Grove, IL 60089  
(847) 459-2525 »

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«To be determined. »« »

« »  
« »  
« »  
« »

.2 Civil Engineer:

«Gewalt Hamilton  
625 Forest Edge Drive  
Vernon Hills, IL 60061  
847.478.9700 »« »

« »  
« »  
« »  
« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

«Mr. Jason Estes, AIA  
FGM Architects, Inc.  
1 Westbrook Corporate Center, Suite 1000 »« »  
«Westchester, IL 60154 »

« »  
« »  
« »  
« »  
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

« Jack Hayes  
Frederick Quinn Corporation

103 S. Church Street  
Addison, IL 60101  
Office — 630.628.8500  
Fax — 630.628.8595 »

« »  
« »  
« »  
« »  
« »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

«Full time on site Superintendent »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

«Publicly bid trade contracts »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversights and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding and surety bond requirements to perform the portions of the Work. The Construction Manager shall not be a constructor and except under the limited circumstances specifically provided elsewhere in the Agreement, shall neither perform any of the Work with its own forces nor provide any of the

materials or equipment for the project. The Construction Manager shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

## **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the



Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.13.1 Prevailing Wage Act

The Construction Manager shall, in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls to the owner at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Construction Manager shall maintain accurate records as required by the Act. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with State law and which shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

3.1.13.2 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. Every time certified payroll has been submitted to the IDOL Payroll Portal, the contractors and subcontractors are required to supply a signed and notarized written statement that all necessary documentation has been uploaded to IDOL Payroll Portal.

### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

« »

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and

reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use, subject to Owner's approval, which shall not be unreasonable withheld, to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase, which shall be defined as receipt of the full building permit for the Project. Demolition of the existing fire station facility shall occur as an early bid package independent of this commencement date.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties.

The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

«\$5,000 (total amount) »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*



« Not Applicable »

**Individual or Position**

N/A

**Rate**

N/A

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «twelve » ( «12 » ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «sixty » ( «60 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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 sixty calendar (60) 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.

(Insert rate of monthly or annual interest agreed upon.)

« 5 » % « »

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«CM Fee 2.5%, Insurance 0.85%, Bond = 0.75% per attached proposal dated 10.25.2024 »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « » percent ( « » %) of the standard rental rate paid at the place of the Project.

N/A

§ 6.1.6 Liquidated damages, if any:

If the Construction Manager shall fail to complete the work within the Contract Time(1.1.4.3) which shall include any proper extension granted by the Owner, the Construction Manager shall pay to the Owner an amount equal to Five

*Hundred dollars (\$500) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.*

« »

**§ 6.1.7 Other:**

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Construction Manager's contingency of 5% will be included in the GMP. Savings will be returned 100% to Owner with the final payment application.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

**ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

**§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

## **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** *Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work. .*

« »

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

## **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

## **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.



§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

## § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner.. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Owner shall not be a party to such agreements. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of Illinois law. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «10th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «Second Board Meeting » of the «same » month. If an Application for Payment is received by the Architect after the

application date fixed above, payment of the amount certified shall be made by the Owner not later than «sixty» (60 « ») days after the Architect receives the Application for Payment.

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 sixty calendar (60) 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.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. Construction Manager may from time to time modify the values in the Schedule of Values but shall inform Owner of such changes in the monthly payment application process.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 11.1.7.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the

Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

«Ten Percent (10%), and per Illinois law. »

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

«Upon Owner’s approval only, and per Illinois law. »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)*

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Construction Manager is authorized to seek any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.



§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment (including overall final lien waiver); and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall reimburse the Owner any such amount.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 60 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

«5 » % « »

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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### § 12.2 Binding Dispute Resolution

For any Claim the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

[ ☐ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ☒ ] Litigation in a court of competent jurisdiction

[ ☐ ] Other: (Specify)

<< >>

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

### 12.3 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 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of

termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as



the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

«N/A »

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

### § 14.5 Other provisions:

§ 14.5.1 Anything hereinabove to the contrary notwithstanding, in addition to the basic percentage compensation specified above (intended to cover Construction Manager's profit, general overhead, and main office costs), the

Construction Manager shall receive a stipulated monthly General Conditions rate of \$27,500.00, subject to adjustment by change order to cover reasonable site specific costs and services including printing, trailer/office, site personnel, phone, site communications and site clean-up, not otherwise required by trade contracts. Compensation for such items will not be on the basis of actual costs incurred and no right of audit of such General Conditions items will exist. If the Contract Time is increased by change order, change directive or dispute resolution process, the Guaranteed Maximum Price will be increased for extended General Conditions at the monthly rate, or pro rata portion thereof.

§ 14.5.2 All construction for construction work or material supply above \$25,000 shall be obtained by public bidding and shall be subject to prior written approval of the owner. Owner shall promptly advise Construction Manager, in writing, of its approval or disapproval (with reasons therefore) of the contract or purchase order to be awarded. The Owner hereby authorizes the Construction Manager to enter into, conduct and administrator, all contracts required for the construction of the project.

§ 14.5.3 The Owner and Architect shall be named as an additional insured on the Construction Manager CGL insurance policy. CGL Insurance will be charged to the project at 0.85% of the cost of the work.

§ 14.5.4 To the extent applicable, the Construction Manager will comply with the most current Illinois Prevailing Wage Act, the Corrupt Practices Act, Public Contractor's Act, Construction Bond Act. Bonds will be charged to the Project at a cost not to exceed 0.75% of the cost of the work.

§ 14.5.5 Construction Manager will include contract language in Subcontracts to require compliance with the Illinois Prevailing Wage Act and other applicable Illinois statutes regarding public work.

§ 14.5.6 Construction Contingency. A Construction Contingency will be included in the GMP at 5% of the cost of the Work. The Construction Contingency is for the Construction Managers use to complete the building as shown on the Contract Documents and as necessary to complete the Project on time, subject to Owner's consent, which shall not be unreasonable withheld. The Construction Contingency may be used for costs due to unforeseen causes, cost overruns, for the acceleration for the work, and correction of defects in the work (Except where Subcontractor can be charged for the defective work). Such causes or details include, but are not limited to refinement of details of design within the scope of standards, quality and quantities which are reasonable inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the Construction Manager and labor and material overruns. The Construction Manager may utilize the Construction Contingency for any items within the Cost of the Project without the necessity of a Change Order, without constituting a change in the Project and without resulting in any change in the Guaranteed Maximum Price.

§ 14.5.7 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be free from defective workmanship and materials, and the Construction Manager agrees to assist the Owner to have trade contractors correct all construction performed under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the (i) Work or of (ii) a designated portion thereof and shall continue for a period of one year from the applicable warranty commencement date.

#### **ARTICLE 14.5 REGULATIONS**

§ 14.5.8 The Construction Manager warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, Minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 14.5.9 Whenever required, the Construction Manager or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 14.5.10 Construction Manager shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment

design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 14.5.11 Construction Manager shall comply with all terms of the Illinois Preference Act and all terms of the **Equal Employment Opportunity Clause** of the Illinois Fair Employment Practices Commission.

§ 14.5.12 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS10/1, et seq.,) and the Illinois Human Rights Act (775 ILCS 5/2-101, et. Seq.,) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 14.5.13 Construction Manager understands, represents and warrants to the Owner that the Construction Manager and its Subcontractors (for which the Construction Manager takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 14 and that they will remain in compliance for the entirety of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

§ 14.5.14 Construction Manager agrees to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Construction Manager shall produce, without cost to the Owner, records which are responsive to a request received by the owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frame required. If additional time is necessary to compile records in response to a request, then Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Construction Manager's failure to produce documents or otherwise appropriately responded to a request under the Act, then Construction Manager shall indemnify and hold the Owner harmless, and pay an amount determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

14.5.14 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.

#### **§ 14.6 Substance Abuse Prevention**

The Construction Manager shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.)(the "Act") by:

- .1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employees to be under the influence of any said drugs or alcohol while performing the Work;
- .2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:
  - .a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;
  - b. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;
  - c. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and
  - .d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Construction Manager's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Construction Manager's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Construction Manager's substance abuse program. Said employee shall be prohibited from the Work site until he or she test negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Construction Manager's substance abuse program; and failure by the Construction Manager to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Construction Manager shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

« »

#### **§ 14.7 No Waiver of 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 Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

### **ARTICLE 15 SCOPE OF THE AGREEMENT**

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction (as amended and attached)

« »

- .5 Other Exhibits:  
(Check all boxes that apply.)

[ « » ]

[ « » ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|          |       |      |       |

- .6 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«FQC Proposal dated 10.25.2024. »

This Agreement is entered into as of the day and year first written above.

**OWNER** (Signature)

« »« »

(Printed name and title)

**CONSTRUCTION MANAGER** (Signature)

« »« »

Jack Hayes, President / CEO

REBAR

# DRAFT AIA® Document A133™ – 2019

## Exhibit B

### Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of « » in the year « »  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

«  
New Fire Station No. 25  
505 W. Dundee Road  
Buffalo Grove, IL 60089 »  
« »

**THE OWNER:**  
(Name, legal status, and address)

« Village of Buffalo Grove (“Village”)  
50 Raupp Blvd.  
Buffalo Grove, IL 60089 »« »  
« »

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

« Frederick Quinn Corporation  
103 S. Church Street  
Addison, IL 60101 »« »  
« »

#### TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER’S INSURANCE**
- B.3 CONSTRUCTION MANAGER’S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER’S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### § B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### § B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

| Cause of Loss | Sub-Limit |
|---------------|-----------|
|               |           |

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|----------|-----------|
|          |           |

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions. Deductibles or self-insured retentions shall not exceed \$50,000.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

#### § B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of



the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- [ ☒ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.
- [ ☐ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- [ ☒ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- [ ☒ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- [ ☐ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- [ ☐ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- [ ☒ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

### § B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ ☐ ] § B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[ ☒ ] § B.2.5.2 Other Insurance  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage            | Limits                         |
|---------------------|--------------------------------|
| Property In Transit | \$1,000,000.00 each occurrence |
|                     | \$2,000,000.00 aggregate       |

## ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

### § B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 04 13.

### § B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

### § B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « One Million Dollars » (\$ «1,000,000 » ) each occurrence, « Two Million Dollars » (\$ «2,000,000 » ) general aggregate, and « Two Million Dollars » (\$ « 2,000,000 » ) aggregate for products-completed operations hazard with a Nine Million Dollar (\$9,000,000) umbrella, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 .
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than «One Million Dollars » (\$ « 1,000,000 » ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « One Million Dollars » (\$ «1,000,000 » ) each accident, « One Million Dollars » (\$ «1,000,000 » ) each employee, and « One Million Dollars » (\$ «1,000,000 » ) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » (\$ «1,000,000 » ) per claim and « One Million Dollars » (\$ «1,000,000 » ) in the aggregate.

#### B.3.2.10 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 Owner, 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 Owner , its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Owner , 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 Owner , 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 Owner . 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

§

#### § B.3.3 Construction Manager's Other Insurance Coverage

**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ « » ] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to

purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[ « » ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ « » ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ « » ] **§ B.3.3.2.4 Insurance** for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ « » ] **§ B.3.3.2.5 Property insurance** on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ « » ] **§ B.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage

Limits

#### § B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type

Penal Sum

Payment Bond

100% of the approved GMP as adjusted by change order.

Performance Bond

100% of the approved GMP as adjusted by change order.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, edition 2010.

#### ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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 Contractor’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 contract term.”**

« »

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

« New Fire Station No. 25  
505 W. Dundee Road  
Buffalo Grove, IL 60089 »  
« »

THE OWNER:  
(Name, legal status and address)

« Village of Buffalo Grove  
50 Raupp Blvd.  
Buffalo Grove, IL 60089 »« »  
« »

THE ARCHITECT:  
(Name, legal status and address)

« FGM Architects, Inc.  
1 Westbrook Corporate Center, Suite 1000 »« »  
«Westchester, IL 60154 »« »  
« »

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- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

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- 13 MISCELLANEOUS PROVISIONS
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##### **1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1**

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the

Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor’s proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an



unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. Any adjustments shall be subject to Owner's approval. If there is a dispute to the Owner's or Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.



### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably

withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

### **§ 3.18.3 No Waiver of 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 Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

## § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner and Architect have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract



Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction

schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.



## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and

credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may, subject to Owner's approval, order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

**9.3.4** 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.

## § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, and by the Partial Waivers of Subcontractors. . Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgement of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language as applicable indicating either that:

(i) all material was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with governing laws or

(ii) materials were provided by the following suppliers for whom waivers of lien are attached and all labor has been fully paid in accordance with governing laws.

## § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If



approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- .5 **Indemnity and insurance coverages.**

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.



## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Construction Manager as Contractor shall review and coordinate the safety programs provided by the Subcontractors. The Subcontractors shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner, the Architect nor the Construction Manager shall be responsible for any safety precautions or programs in connection with the Work..

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 7 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily

injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.4** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

## **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, in AIA Document A133™–2019, Exhibit B, Insurance and Bonds or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation

or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, AIA Document A133™—2019, Exhibit B, Insurance and Bonds, or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in

accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the

condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public



authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.4.7** The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.4.7.

## **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.



#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

##### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### **§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon

receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to litigation.

**§ 15.2.6** **§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

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## AGENDA ITEM SUMMARY

### BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

#### AGENDA ITEM 9.b. R-2025-12

**Resolution authorizing the Village Manager to execute a Use Agreement and License with Long Grove Fire Protection District (LGFPD) for the Village owned Property at 1650 Leider Lane**

#### Contacts

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Liaison: Trustee Johnson

Staff: Christopher Stilling

#### Staff Recommendation

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Staff recommends approval.

#### Recommended Motion

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I move to approve a Resolution authorizing the Village Manager to execute a Use Agreement and License with Long Grove Fire Protection District (LGFPD) for the Village owned Property at 1650 Leider Lane pending final review and approval by the Village Attorney.

#### Summary

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Please see the attached memorandum.

#### Strategic Alignment

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##### Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 5: Partnership with Local Districts

##### Goal

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

#### File Attachments

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1. Village Board Memo LGFPD Agreement
2. Resolution for LGFPD
3. LGFPD USE AGREEMENT AND LICENSE VBG and LGFPD



## MEMORANDUM

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**DATE:** February 13, 2025

**TO:** Village Manager Dane Bragg

**FROM:** Deputy Village Manager Chris Stilling

**SUBJECT:** Use Agreement and License with LGFPD for 1650 Leider Lane

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### RECOMMENDATION

Staff recommends approval of a Resolution authorizing the Village Manager to execute a Use Agreement and License with Long Grove Fire Protection District (LGFPD) 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 LGFPD on space needs for the storage of various equipment and fire apparatus. LGFPD is seeking a proposal from the Village to utilize 5,000 square feet, adjacent to the area being used by D102. 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 no extensions.

### Space

LGFPD is seeking a proposal from the Village to use 5,000 square feet of the building (shaded area below). Since LGFPD only requested 5,000 square feet, which would have resulted in an awkward layout, staff supports allowing them to use 5,660 square feet but charge them based on the 5,000 square feet.



### 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 two (2) permanent District employees. The rent has a two (2.0) percent escalator annually.

### Capital Buy In

LGFPD is not seeking a capital buy in.

## **NEXT STEPS**

Following the Village Board's action on the Agreement, LGFPD plans to have this Agreement considered by their Board shortly thereafter.



## RESOLUTION 2025-xx

### A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A USE AGREEMENT AND LICENSE WITH LONG GROVE FIRE PROTECTION DISTRICT

**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** Long Grove Fire Protection District ("LGFPD") desires to enter into a Use Agreement and License ("Agreement") with the Village to allow LGFPD to occupy and store various equipment and apparatus located in the Building, and

**WHEREAS** for good and valuable consideration, the Village has agreed to allow LGFPD 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:

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Janet M. Sirabian, Village Clerk

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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 **LONG GROVE FIRE PROTECTION DISTRICT**, an Illinois fire protection district ("LGFPD") (hereinafter referred to as the "LGFPD" or "Licensee") (Village, Licensor and LGFPD, 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, County of Cook 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**, LGFPD is an Illinois fire protection district located in Long Grove, Illinois which desires to enter into an agreement to allow LGFPD to occupy and operate storage space for various apparatus and equipment ("Permitted Use") located in the Village of Buffalo Grove, County of Cook and State of Illinois; and

**WHEREAS**, for good and valuable consideration, the Village has agreed to allow LGFPD to occupy and operate the Permitted Use located within the main Building, comprised of 5,660 square feet generally as shown in the attached Exhibit "A" ("Premises"). The Village has delivered five (5) key fobs to the Premises for LGFPD's use. LGFPD's facilities shall include access to two (2) overhead dock doors and sub-grade loading docks which may be used for the parking of LGFPD vehicles 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 LGFPD 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 LGFPD, and LGFPD accepts, a revocable license to occupy and use the Premises designated on the plan attached hereto as Exhibit "A", comprised of approximately 5,660 square feet located in the Building, for the term (the "Term") of five (5) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Commencement Date") and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Expiration Date"), both dates inclusive, unless sooner terminated as provided herein.

1. **BASE LICENSEE FEE.** LGFPD 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        | \$47,500.00 (\$9.50 X 5,000 sq. ft.) | \$3,958.33                       |
| Year 2        | \$48,450.00 (2% escalation)          | \$4,037.50                       |
| Year 3        | \$49,419.00 (2% escalation)          | \$4,118.25                       |
| Year 4        | \$50,407.38 (2% escalation)          | \$4,200.62                       |
| Year 5        | \$51,415.33 (2% escalation)          | \$4,284.63                       |

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 LGFPD 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 LGFPD understand, acknowledge and agree the Monthly Base License Fee to be paid by LGFPD to the Village is a gross payment, which includes the entire LGFPD'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 LGFPD's right to occupy the Premises in the Building. In the event any taxes are assessed against this Agreement and LGFPD's payment of the License Fee, such taxes shall be paid by LGFPD to the appropriate governing authority. LGFPD'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 LGFPD'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 LGFPD and shall be paid by LGFPD at a rate of 2.89% of the total CAM fee. The annual License Fee rate is exclusive of any costs borne by LGFPD for consumable commodities such as sign materials, sign facing, salt, welding supplies, landscape materials, etc., which will be invoiced to LGFPD separately on a quarterly basis and to be paid net thirty (30) days after receipt.

2. **ADDITIONAL FEES.** All amounts required or provided to be paid by LGFPD 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.

3. **USE AND OCCUPANCY.** LGFPD shall use and occupy the Premises in accordance with its Permitted Use. The Village will provide access to restrooms in the Building. LGFPD's rights hereunder include non-exclusive access to two (2) dock doors and sub-grade loading docks

4. **CONDITION OF PREMISES.** (A). **No Village Work.** The LGFPD's taking possession shall be conclusive evidence that the Premises and the Building were in good order and satisfactory condition when the LGFPD took possession, and LGFPD, 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 LGFPD.

(B). LGFPD's Work. LGFPD agrees that no "build-out" work at the Premises is contemplated for LGFPD for its intended use. Any LGFPD work performed by LGFPD shall be pre-approved by the Village and shall be made in full accordance with the plans and specifications approved by Village. No building permits for any LGFPD work shall be applied for until the applications therefore 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 LGFPD shall be solely responsible for such plans. The approval of LGFPD's plans and specifications shall not: (i) constitute a waiver by the Village of the right to thereafter require LGFPD to amend the same to provide for omissions therein later discovered by the Village; (ii) LGFPD 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; and (iii) no work shall be commenced in connection with any LGFPD work or any subsequent alterations or additions to the Premises desired by LGFPD until the plans, specifications and contract(s) (and building permits therefor) to be entered into by LGFPD pertaining to such alterations or additions have been submitted to and approved in writing by the Village. The general contractor selected by LGFPD 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 LGFPD 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.

LGFPD 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 LGFPD's behalf, and LGFPD 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 any and all codes, statutes, laws and requirements of the Village.

5. **POSSESSION**. The Village shall have the Premises ready for occupancy as mutually agreed between the Village and LGFPD, 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 LGFPD on the Commencement Date. From and beginning on the date in which LGFPD takes possession of the Premises, 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 reasonably required for the comfortable occupation of the Premises during normal business hours

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. The cost of installing separate meters for any of the above purposes shall be borne solely by the Village. LGFPD will be charged, and shall pay to the Village as Additional Fees, all costs of heating and air conditioning requested by LGFPD 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 LGFPD requires electricity for equipment and accessories not normal to the Permitted Use, LGFPD shall procure electricity for such equipment and accessories, at LGFPD's expense, from the local public utility company servicing the Building. LGFPD 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) Window washing of all exterior windows in the Premises at intervals to be determined by the Village.
- (iii) Snow removal service for walks within a reasonable time after a snowfall.

(c) LGFPD 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. LGFPD 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 LGFPD 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 LGFPD's use and possession of the Premises or relieve the LGFPD from paying the Licensee Fee or performing any of its obligations under this Agreement, and LGFPD 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 LGFPD 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 approval by the LGFPD Board at the next LGFPD Board meeting following the date of the invoice delivered to LGFPD, in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*. If LGFPD shall fail to make payment for any such services, The Village may, without notice to LGFPD, discontinue any or all of such services and such discontinuance shall not be deemed to constitute an eviction or a disturbance of the LGFPD's use and possession of the Premises or relieve LGFPD 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) LGFPD Shall Give Village Access. LGFPD 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 LGFPD 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 LGFPD'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 LGFPD to any abatement or diminution of fees, or relieve LGFPD from any of its obligations under the Agreement.

7. **REPAIRS.** Subject to Paragraph 11 hereof, LGFPD will at LGFPD's own expense, keep the Premises in good order, repair and condition during the Term, and LGFPD 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. LGFPD'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 LGFPD. If the LGFPD does not make the required repairs and replacements, the Village may, but need not, do so, and LGFPD 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.** LGFPD 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 LGFPD 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 LGFPD's hired contractors. LGFPD shall promptly pay to the Village or to LGFPD'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 LGFPD 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 LGFPD 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 LGFPD at LGFPD's expense.

If LGFPD desires signal communications, alarm or other utility or service connection installed or changed, the same shall be made at the expense of LGFPD, 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 9.A 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 LGFPD, shall without compensation to LGFPD 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 LGFPD shall remove the same as provided in Paragraph 16), be relinquished to the Village in good condition, ordinary wear excepted.

LGFPD 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.

#### 9. 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) No promise or representation is made from the Village to LGFPD that, at the time of execution of the Agreement, any type of wiring, cabling, circuits or feeds will be in place for use

in the Premises. Any use of any telecommunications infrastructure to serve the Premises shall be approved by the Village, in its sole and exclusive discretion.

(c) In the event LGFPD 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 only upon the pre-approval of the Village in its sole and exclusive discretion and (i) at LGFPD'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 LGFPD and the telecommunications management company then engaged by the Village to service the telecommunications infrastructure.

(d) LGFPD hereby releases the Village from any and all claims LGFPD 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 LGFPD per subparagraphs (b)) and (c) above.

10. **COVENANT AGAINST LIENS.** LGFPD has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever whether created by act of LGFPD, 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 LGFPD's interests in the Premises or under this Agreement. LGFPD 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 LGFPD or the Premises, and in case of any such lien attaching, LGFPD covenants and agrees immediately to cause it to be released and removed of record or bonded in manner satisfactory to Village.

11. **INSURANCE.** The Village and LGFPD 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 LGFPD 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.

LGFPD shall carry the following insurance in companies satisfactory to Village:

- (i) **Liability Insurance.** LGFPD shall, at all times, at its sole cost and expense, maintain, or cause to be maintained, Commercial General Liability Insurance, which includes premises/operations, contractual liability, personal/advertising injury, broad-form property damage, independent contractors, underground explosion and collapse, and products/completed operations coverages, against claims for personal injury or death and property damage occasioned by an incident occurring upon, in or about the Premises and sexual abuse. Such insurance in each case shall have a minimum limit of not less than \$1,000,000 per occurrence and \$10,000,000 in the aggregate, which limits may be obtained through a combination of primary and umbrella or Excess

Policies. The insurance shall be issued by an insurer having an A.M. Best rating of not less than "A-".

- (ii) Workers' Compensation insurance as required by the Illinois Workers' Compensation Act covering all costs, statutory benefits and liabilities under state workers' compensation and similar laws with a waiver of subrogation in favor of the Village and Employer's Liability Insurance in the amount of \$500,000.00 per accident or disease.
- (iii) Commercial Automobile Liability insurance, including coverages for owned, non-owned and hired vehicles, in the amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

LGFPD shall name the Village as a primary insured and shall deliver Certificates of Insurance acceptable to Village pursuant to the terms and conditions of this Agreement. LGFPD shall, prior to the commencement of the Term (or within ten (10) days after written notice from Village to LGFPD 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 LGFPD. 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.

LGFPD 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 LGFPD 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 LGFPD shall repay to the Village, as Additional Fees, the amount so paid promptly upon demand. In addition, the Village may recover from LGFPD and LGFPD 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 of LGFPD 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.

In no event shall LGFPD permit in the Premises flammables such as gasoline, turpentine, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature, and in no event shall LGFPD, its agents, employees or invitees bring any such flammables or other articles into the Building. If by reason of the failure of LGFPD to comply with the provisions of this paragraph, any insurance coverage is jeopardized or insurance premiums are increased, the Village shall have the option either to terminate this Agreement or to require LGFPD to make immediate payment of the increased insurance premium.

LGFPD shall not bring, keep discharge or release or permit to be brought, kept discharged or released, in or from the Premises of the Building any toxic or hazardous substance, material or waste or any other contaminant or pollutant other than non-reportable quantities of such substances when found in commonly used household cleansers, office supplies and general office equipment (collectively,

"Hazardous Materials"), and any Hazardous Materials shall be used, kept, stored and disposed of in strict accordance with all applicable federal, state and local laws. LGFPD shall comply with all applicable federal, state and local laws. LGFPD shall comply with 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, LGFPD 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 LGFPD to be Hazardous Materials) used, stored or being disposed of by LGFPD 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 LGFPD's employees and invitees or to any other LGFPD or invitee of the Building, LGFPD shall, upon demand by the Village, take such remedial action, at the sole cost and expense of LGFPD (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.

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 LGFPD 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 LGFPD at any time within twenty (20) days after the Village gives LGFPD 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 LGFPD and LGFPD 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 LGFPD wants any other or additional repairs or restoration and if the Village consents thereto, the same shall be done at LGFPD'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 LGFPD, 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.** LGFPD 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 LGFPD or by other persons due to the Building or any part thereof or any appurtenances thereof becoming out or repair, or due to the happening of any accident or event in or about the Building, or due to any act or neglect of any LGFPD or occupant of the Building or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. LGFPD further agrees that all 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 LGFPD only, and that the Village shall not be liable for any loss or damage thereto or theft thereof, except any loss or damage caused through the negligence or willful acts of the Village or Village personnel and employees.

Without limitation of any other provisions hereof, LGFPD agrees to defend, protect, indemnify and save harmless Village of and from all liability to third parties arising out of the acts of LGFPD and its servants, agents, employees, contractors, suppliers and workmen or invitees.

Without limitation of any other provisions hereof, the Village agrees to defend, protect, indemnify and save harmless LGFPD of and from all liability to third parties arising out of the negligent or willful acts of the Village 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 17, no receipt of moneys by Village from LGFPD after the termination of this Agreement will in any way alter the length of the Term or of LGFPD's right to possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given LGFPD 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 LGFPD. The License Fee shall be apportioned as of the date of such termination.

16. **ASSIGNMENT AND SUBLETTING**. LGFPD shall not, without the prior written consent of the Village (i) assign this Agreement or any interest hereunder; (ii) permit any assignment of this Agreement by operation of law; (iii) sublet the Premises or any part thereof; (iv) permit the use of the Premises by any parties other than LGFPD, its agents and employees. In no event shall this Agreement be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Agreement or any rights or privileges hereunder be an asset of LGFPD under any bankruptcy, insolvency or reorganization proceedings. LGFPD shall give the Village written notice of any proposed assignment, which notice shall contain the proposed principal terms thereof, and upon receipt of such notice, the Village shall have the option to cancel the Agreement in the case of a proposed assignment. The foregoing option to cancel shall not apply in the case of a proposed assignment of all or a portion of the Premises to an affiliate corporation under the same control (as hereinafter defined) as LGFPD. If the Village

wishes to exercise such option to cancel, the Village shall, within fifteen (15) days after the Village's receipt of such notice from LGFPD, send to LGFPD a notice so stating and in such notice the Village shall specify the date as of which such cancellation is effective, which date shall be not less than thirty (30) and not more than ninety (90) days after the date on which the Village sends such notice. If the Village does not elect to cancel, as aforesaid, or if the Village does not have an option to cancel, Village agrees not to unreasonably withhold its consent to any proposed assignment if the proposed assignee (in Village's sole judgment) has a financial condition comparable to or better than that of LGFPD, has a good reputation in the business community and agrees to use the Premises for purposes satisfactory to the Village in the Village's sole discretion. No assignment of this Agreement shall be effective unless the assignee shall execute an appropriate instrument assuming all of the obligations of LGFPD hereunder and unless LGFPD acknowledges therein its continued liability under this Agreement. In addition, LGFPD shall pay to the Village reasonable attorney's fees and expenses incurred by the Village in connection any proposed assignment, whether or not Village consents to such assignment. In no event shall the proposed or assignee be (i) an existing tenant of the Building or its assignee, or (ii) a person or entity with whom Village or its agent is negotiating and to or from whom Village, or its agent, has given or received any written or oral proposal within the past six (6) months. Any public advertisement or canvassing for a proposed assignment shall be subject to the prior approval in writing by Village, and any such advertisement shall not include the rate for which LGFPD is willing to accept a assignment of the Agreement. No sublet of the Premises shall be allowed or permitted.

17. **SURRENDER OF POSSESSION.** Upon the expiration of the Term, as it may be extended, or upon the termination of LGFPD's right of possession, whether by lapse of time or at the option of the Village as herein provided, LGFPD 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, LGFPD 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 LGFPD'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 LGFPD shall pay to the Village upon demand the cost of repairing any damage caused by any such removal. If LGFPD shall fail or refuse to remove any such property from the Premises within fifteen (15) days after the expiration or early termination of this Agreement, LGFPD 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 LGFPD'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 in any manner that the Village shall choose without incurring liability to LGFPD or any other person.

18. **HOLDING OVER.** LGFPD 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 LGFPD shall retain possession of the Premises or any part thereof after the termination of the Term or LGFPD'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 LGFPD 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.

19. **ESTOPPEL CERTIFICATE.** The LGFPD 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 LGFPD or LGFPD'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 LGFPD fails to deliver such statement within the ten (10) day period referred to above, LGFPD 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.

20. **SUBORDINATION AND ATTORNMENT.** LGFPD 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. LGFPD 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 LGFPD or in any other way materially and adversely change the rights and obligations of LGFPD hereunder, then and in such event, LGFPD agrees that this Agreement may be so modified and agrees to promptly execute and deliver whatever documents are required therefor.

LGFPD 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. LGFPD shall execute, at the request of the Village, such purchaser, Lender, or such other person entitled to the attornment by LGFPD 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, provided such attornment is substantially similar to this Agreement.

21. **CERTAIN RIGHTS RESERVED BY THE VILLAGE.** The Village shall have the following rights, each of which the Village may exercise without notice to LGFPD and without liability to LGFPD for damage or injury to property, person or business on account of the exercise thereof, excepting damage that occurs through the negligence of the Village or Village employees, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of LGFPD'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 LGFPD's obligations hereunder.
- (d) To furnish door keys 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. LGFPD 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, LGFPD relieves the Village of all responsibility arising out of theft, robbery, pilferage, except that which occurs through the negligence or willful acts of the Village or Village employees. Upon the expiration of the Term or LGFPD's right to possession, LGFPD shall return all keys to the Village and shall disclose to the Village the combination of any safes, cabinets or vaults left in the Premises.
- (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. LGFPD 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. LGFPD shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which are of a nature not directly related to LGFPD's ordinary use of the Premises without the prior written consent of the Village. Movements of LGFPD's property into or out of the Building within the Building are entirely at the risk and responsibility of LGFPD 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 LGFPD'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 LGFPD, LGFPD'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.

22. **RULES AND REGULATIONS.** LGFPD 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. LGFPD agrees that the Village shall not have any duty to LGFPD to require other LGFPDs to comply with such Rules and Regulations and LGFPD's obligations under this Agreement shall not be altered or reduced by reason of the Village's failure so to do.

23. **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 LGFPD under this Agreement or under the terms of any other agreement between the Village and LGFPD 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 LGFPD is required to observe and perform and such shall continue for fifteen (15) days after written notice to LGFPD, or if a default involves a hazardous condition or an insurance obligation and is not cured by LGFPD immediately upon written notice to LGFPD, or if the interest of LGFPD 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 LGFPD, or if any involuntary petition in bankruptcy shall be filed against LGFPD 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 LGFPD or any of the property of LGFPD by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if LGFPD shall make an assignment for the benefit of creditors, or if LGFPD shall admit in writing LGFPD's inability to meet LGFPD's debts as they mature, or if LGFPD shall abandon or vacate the Premises during the Term, then 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, upon the expiration of the Cure Period, 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 LGFPD 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 LGFPD to the Village. Should the fair rental value exceed the value of the fees provided to be paid by LGFPD for the balance or the original Term of the Agreement, the Village shall have no obligation to pay to LGFPD the excess or any part thereof.

(b) Village may terminate LGFPD'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 LGFPD and without terminating this Agreement, in which event Village shall make commercially reasonable efforts to relet the same for the account of LGFPD, 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,

LGFPD 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, LGFPD shall satisfy and pay any such deficiency upon demand therefor from time to time. LGFPD 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.

(c) Cure Period: Should the Village believe an event of Default has occurred, the Village shall notify LGFPD in writing of the event of Default. and thereafter, LGFPD shall have thirty (30) days from the date of such notice to cure the event of Default, provided the License Fee and all other charges, fees, costs and expenses set forth in this Agreement shall continue to be due and owing and paid by the LGFPD during the Cure Period. Notwithstanding anything contained herein, the Village retains all rights and remedies under this Agreement and applicable law.

24. **EXPENSES OF ENFORCEMENT.** The LGFPD 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 LGFPD's obligation hereunder or incurred by the Village in any litigation, negotiation or transaction in which the LGFPD causes the Village without the Village'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 LGFPD, but also of their respective heirs, legal representative, successors and assigns, provided this clause shall not permit any assignment by LGFPD 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 LGFPD 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 LGFPD 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 LGFPD's purposes; and if LGFPD is already in occupancy of the Premises, then in addition the Village shall pay the expenses of LGFPD's moving from the Premises to the New Premises (including the cost of moving LGFPD'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 LGFPD.

(i) LGFPD acknowledges that the Village has the right to transfer its interest in the Property and Building and in this Agreement, and LGFPD 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 LGFPD 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) LGFPD represents and warrants that it is currently in good standing and authorized to do business in the State of Illinois, and LGFPD 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 substantial portion of it, or (b) if Village decides to sell the Building and the land under it, or (c) if - the owner being a corporation or limited liability company – owner's stockholders or members decide to sell sixty-six and two-thirds (66-2/3%) percent or more of owner's capital stock or membership interests, or (d) if - the Village being a ground lessee – the Village decides to convey the prime ground lease or (e) if Village decides to make an underlying or ground lease of the land under the Building and the Building or to lease to one tenant for a term of ten (10) years or more either all the Building or all the Building except the ground floor. Such termination shall become effective and conclusive by Village's written notice to LGFPD not less than ninety (90) days prior to the termination date fixed in the notice. No money or other consideration shall be payable by the Village to LGFPD for this right. The right hereby reserved by the Village shall inure to all purchasers, assignees, lessees, transferees and ground or underlying lessee, as the case may be, and is in addition to all other rights of the Village.

26. **WAIVER OF NOTICE.** Except as provided in Paragraph 22 hereof, LGFPD, to the extent not prohibited by law, hereby expressly waives the service of any notice of intention to terminate

this Agreement or to re-enter the Premises and waives the service of any demand for payment of License Fees or for possession and waives the service of any other notice or demand as the Village may be required to make by statute, ordinance or by order or decree of any court or by any other governmental authority.

27. **NOTICES.** All notices to be given under this Agreement shall be in writing and served as permitted by Illinois statute or delivered personally or deposited in the United States mails, certified or registered mail with return receipt requested, postage prepaid, addressed as follows:

(a) If to Village: The Village of Buffalo Grove, Illinois  
c/o Dane Bragg  
Village Manager  
50 Raupp Boulevard  
Buffalo Grove, Illinois 60089  
Phone: (847) 459-2500  
Email: [dbragg@vbg.org](mailto:dbragg@vbg.org)

or such other person at such other address designated by notice sent to LGFPD and after occupancy of the Premises by LGFPD to the address to which License Fees are payable.

(b) If to LGFPD:

addressed to LGFPD at LGFPD's present address of \_\_\_\_\_, and after occupancy of the Premises by LGFPD, at 1650 Leider Lane, Suite \_\_\_\_\_, Buffalo Grove, Illinois 60089 or to such other address designated by LGFPD in a notice to the Village.

A copy of all notices under this Agreement will be given to each Lender which has supplied LGFPD with such Lender's address.

A notice by mail shall be deemed to have been given two (2) days after deposit in the United States mail as aforesaid.

28. **SECURITY DEPOSIT.** LGFPD shall deposit with the Village the sum of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_), (hereinafter referred to as "Collateral"), as security for the prompt, full and faithful performance of all obligations of LGFPD hereunder.

(a) If LGFPD 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 LGFPD may not have paid when due, (ii) any sum expended which the Village on LGFPD'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 LGFPD's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises as provided in Paragraph 23. 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, LGFPD 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 LGFPD shall fully and faithfully comply with all of the provisions of this Agreement, the Collateral, or any balance thereof, shall be returned to LGFPD without interest after the expiration of the Term or upon any later date after which LGFPD 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 LGFPD. In such event, upon the return of the Collateral, or the remaining balance thereof to the original LGFPD, the Village shall be completely relieved of liability under this Paragraph 28 or otherwise with respect to the Collateral.

(e) LGFPD acknowledges that the Village has the right to transfer its interest in the Property and Building and in this Agreement and LGFPD 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 LGFPD of such transferee's written acknowledgment of its receipt of such Collateral, the Village shall thereby be released by LGFPD from all liability or obligation for the return of such Collateral and LGFPD 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 LGFPD.

29. **NO REAL ESTATE BROKER.** The LGFPD represents that the LGFPD has dealt with no Broker, in connection with this Agreement, and that insofar as the LGFPD knows, 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 LGFPD, 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 LGFPD 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.** LGFPD shall have the exclusive right to use two (2) parking spaces in the area identified on Exhibit "C" and shall have the right to use the open air parking lot at the Building in common with the Village and other occupants and their visitors at no charge. At the Village's option the parking spaces may be designated by the Village.

LGFPD 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 parking lot. LGFPD acknowledges and agrees that its use of the parking spaces and parking lot shall be at its sole risk. LGFPD 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. LGFPD 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, LGFPD 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 LGFPD's use of the parking lot.

32. **WAIVER OF JURY TRIAL AND COUNTERCLAIM.** LGFPD 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 LGFPD, LGFPD's use or any proceedings for nonpayment of any rent. LGFPD 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 LGFPD's right to assert such claims in any separate action or actions brought by the LGFPD.

33. **TORT IMMUNITY ACT.** 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.

34. **LGFPD'S RIGHT TO TERMINATE.** Subject to any restrictions on vacating the Premises connected to Village financing commitments which shall be disclosed by the Village to LGFPD, LGFPD shall have the unilateral right to terminate this Agreement upon not less than One Hundred Eighty (180) days prior written notice to the Village ("Termination Notice"), effective the first (1<sup>st</sup>) day after the One Hundred Eighty-First (181<sup>st</sup>) 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 LGFPD 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, LGFPD 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. LGFPD shall continue to pay all License Fees and other charges as they come due through the Early Termination Date.

**(SIGNATURES APPEAR ON THE FOLLOWING PAGES)**



IN WITNESS WHEREOF, Village and LGFPD 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

LGFPD:  
**LONG GROVE FIRE PROTECTION  
DISTRICT**, an Illinois Fire Protection District

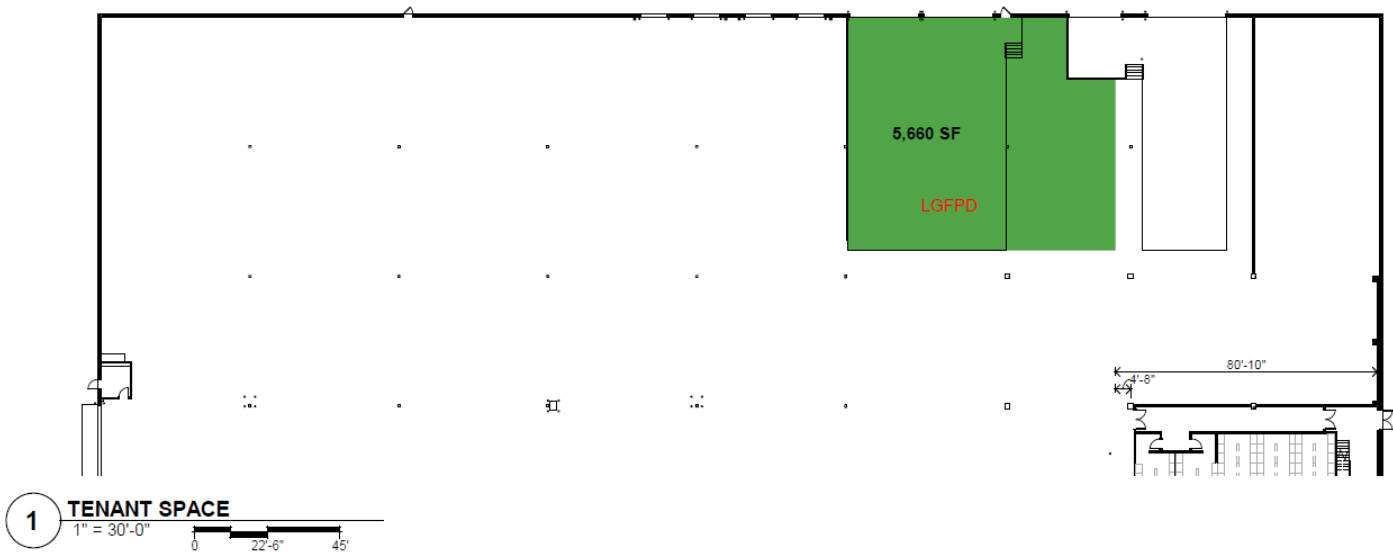
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**EXHIBIT "A"**  
**SITE PLAN OF PREMISES**



**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 LGFPD or the employees, agents, servants, visitors or business of LGFPD 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 LGFPD 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 LGFPD, the Village may remove same without any liability, and may charge the expense incurred by such removal to the LGFPD or LGFPDs violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for LGFPD by the Village at the expense of LGFPD, 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 LGFPD 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. LGFPD, any LGFPD'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. LGFPD, any LGFPD'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 LGFPD in or about the Premises or the Building.

10. LGFPD 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. LGFPD shall not engage or pay any employees on the Premises, except those actually working for LGFPD on said Premises, and LGFPD shall not advertise for labor giving an address at said Premises.

11. The Village shall have the right to prohibit any advertising by LGFPD 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, LGFPD shall refrain from or discontinue such advertising. In no event shall LGFPD, 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. LGFPD 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 LGFPD's request and at LGFPD'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. LGFPD 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. LGFPD 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. LGFPDs, or the employees, agents, servants, visitors or licensees of LGFPD 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. LGFPD 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 LGFPDs 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. LGFPD 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. LGFPD shall not serve, nor permit the serving of alcoholic beverages in the Premises unless LGFPD 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 LGFPD 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 LGFPD shall cooperate to prevent the same.

23. Except as otherwise explicitly permitted in its Agreement, LGFPD 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. LGFPD shall at all times keep the Premises neat and orderly.

25. LGFPD, 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.

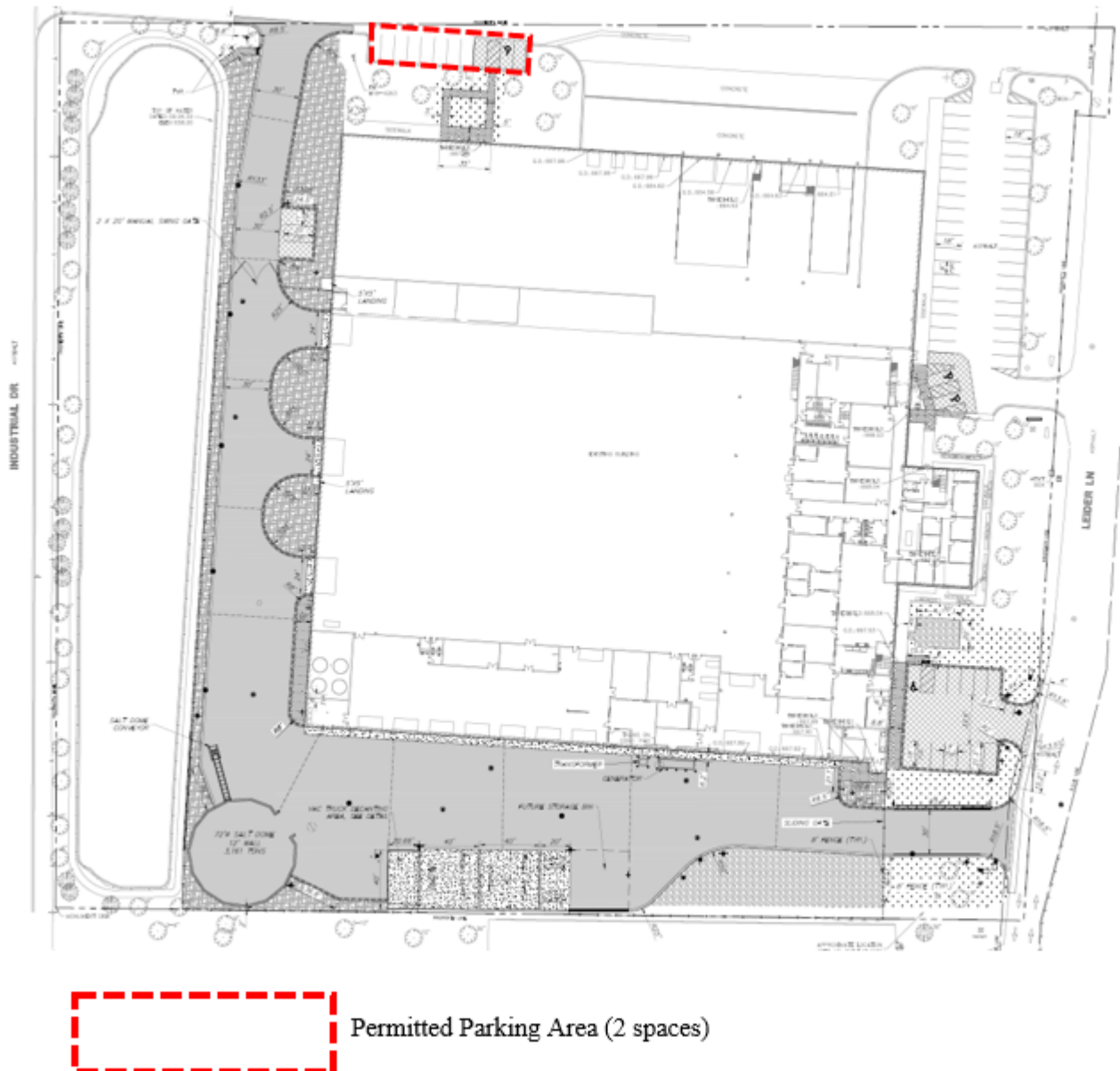
26. LGFPD, and the employees, agents, servants, visitors or licensees of LGFPD shall, at all times, conduct themselves in a businesslike manner.

27. LGFPD 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 LGFPD 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







# AGENDA ITEM SUMMARY

## BUFFALO GROVE VILLAGE BOARD

Regular Meeting: February 18, 2025

### AGENDA ITEM 9.c. O-2025-29

#### Ordinance Approving Village Manager Compensation

##### Contacts

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Liaison: President Smith

Staff: Dane Bragg

##### Staff Recommendation

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Staff recommends approval.

##### Recommended Motion

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I recommend approval of an ordinance establishing compensation for the Village Manager in accordance with the materials contained in the Village Board agenda packet.

##### Summary

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###### Background

In accordance with 5 ILCS 120/7.3(b), any IMRF employer shall, at least six days before it approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, post on its website the total compensation package for that employee. In accordance with statute, the compensation package for the Village Manager was published on the Village's website and made available to the public on February 11, 2025.

##### Strategic Alignment

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###### Guiding Principle

Principle 4: High Performing Village Team

###### Goal

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

##### File Attachments

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1. DRAFT Ordinance - Approving Village Manager Compensation



## ORDINANCE 2024-xxx

### AN ORDINANCE APPROVING VILLAGE MANAGER COMPENSATION

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

**WHEREAS**, the Corporate Authorities of the Village of Buffalo Grove by Ordinance No. 2022-139 approved an Employment Agreement Amended and Restated 2022, dated December 7, 2022 between the Village of Buffalo Grove and Dane C. Bragg; and

**WHEREAS**, said amended Employment Agreement further establishes the terms of additional compensation and benefits. The Village Board wishes to provide compensation or benefits in addition to those enumerated in Section 4.D of the Agreement.

**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.** In support of his admirable performance for the year 2024, Dane C. Bragg, as Village Manager of the Village of Buffalo Grove, shall be awarded additional performance compensation in the amount of \$30,000.00, payable upon passage of this ordinance.

**SECTION 3.** The remaining terms and conditions of the Village Manager Employment Agreement shall remain in full force and effect.

**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:

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Janet M. Sirabian, Village Clerk

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Eric N. Smith, Village President

DRAFT