



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
September 20, 2021 at 7:30 PM

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

1. Call to Order

A. Open Meetings Act Compliance

All persons physically attending the meeting will be required to don an appropriate face covering during the duration of the meeting and before entering the Jeffrey S. Braiman Council Chambers. The Village of Buffalo Grove reserves the right to deny entry to any person displaying COVID-19 symptoms. All meeting participants shall observe CDC-published guidelines for social distancing while attending the meeting.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Aug 16, 2021 7:30 PM

B. Village Board - Special Meeting - Aug 31, 2021 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1332 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

A. Proclamation as September Childhood Cancer Awareness Month (President Sussman)
(Staff Contact: Evan Michel)

SUMMARY: Proclaiming September as Childhood Cancer Awareness Month in Buffalo Grove and encouraging all to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

B. Proclamation Declaring September 20-26, 2021 as National Rail Safety Week (President Sussman) (Staff Contact: Evan Michel)

SUMMARY: A proclamation declaring September 20 to 26, 2021, "National Rail Safety Week" in the Village of Buffalo Grove and urge all the citizens to recognize the importance of rail safety education.

- C. Proclamation Recognizing October 2021 as Domestic Violence Awareness Month (President Sussman) (Staff Contact: Evan Michel)
SUMMARY: This proclamation recognizes that October is National Domestic Violence Awareness Month, which first began in 1981 by the National Coalition against Domestic Violence as a Day of Unity to connect battered women's advocates across the country.
- D. 2021 Pavement Patching Change Order (Trustee Stein) (Staff Contact: Kyle Johnson)
SUMMARY: Staff recommends an increase of \$12,538.86 in the awarded contract amount to Brothers Asphalt Paving Inc. This increase represents the addition of dump fees for waste material found in the pavement that was found during the course of work.
- E. R-2021-22 Resolution Approving the Illinois Elevator Safety Program Agreement. (Trustee Pike) (Staff Contact: Nicole Woods)
SUMMARY: The Village is submitting the attached agreement with the Office of the State Fire Marshal (OSFM). The agreement requires Buffalo Grove to operate an Elevator Safety Program in which the Village enforces safety standards, codes and regulations as those adopted in the current version of the Illinois Elevator Safety Rules and related state standards.
- F. R-2021-23 Resolution for the Consideration to Approve a Safe Routes to School Grant Application (Trustee Johnson) (Staff Contact: Darren Monico)
SUMMARY: The Village of Buffalo Grove is applying for a Safe Routes to School Grant through the Illinois Department of Transportation. A resolution of approval and financial ability is required for the grant application.
- G. O-2021-68 Ordinance Authorizing Quiet Zone Engineering Services (Trustee Johnson) (Staff Contact: Darren Monico)
SUMMARY: Buffalo Grove, along with 9 other communities established the Canadian National Railroad Corridor Quiet Zone. Staff Recommends approval of the Engineering agreement with Crawford, Murphy & Tilly, Inc. for an amount not to exceed \$55,998.80 pending contract review and approval of the Village Attorney.
- H. O-2021-69 Municipal Acceptance Form LCDOT (Trustee Johnson) (Staff Contact: Darren Monico)
SUMMARY: Staff Recommends approval of the Municipal Acceptance Form for a Village Facility to be built within the Lake County Right-of-Way as part of the Buffalo Grove Road Widening Project.
- I. O-2021-65 Ordinance Authorizing Tree & Stump Removal Services (Trustee Stein) (Staff Contact: Tom Wisniewski)
SUMMARY: Staff recommends authorizing the Village Manager to execute a contract with Balanced Environments Inc., for tree and stump removal services for a total amount not to exceed amount of \$50,000, pending review and approval of the contract by the Village Attorney.

9. Ordinances and Resolutions

- A. R-2021-24 Thompson & Brandywyn Contract 3 Federal Funding and Engineering Agreements (Trustee Stein) (Staff Contact: Kyle Johnson)
- B. O-2021-66 Approval of an Inter-Governmental Agreement with Cook County for an Invest in Cook County Grant (Trustee Johnson) (Staff Contact: Darren Monico)
- C. O-2021-67 Approve Final Plat of Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake Cook (Trustee Johnson) (Staff Contact: Nicole Woods)

10. Unfinished Business

11. New Business

- A. 700 E Lake Cook (Ricky Rockets) Development Improvement Agreement (Trustee Johnson) (Staff Contact: Darren Monico)

12. Questions From the Audience

Questions from the audience are 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 10 minutes and should be limited to concerns or comments regarding issues that are relevant to Village 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. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**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 AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS,
MONDAY, AUGUST 16, 2021**

CALL TO ORDER

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

ROLL CALL

Roll call indicated the following present: President Sussman; Trustees Ottenheimer, Weidenfeld, Johnson, Smith and Pike. Trustee Stein was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Chris Black, Director of Finance; Evan Michel, Management Analyst; Brett Robinson, Administrative Services Director; Tom Wisniewski, Buyer; Darren Monico, Village Engineer; Mike Skibbe, Director of Public Works; Kyle Johnson, Assistant Director of Public Works; Geoff Tollefson, Director of Golf Operations; Deputy Police Chief Eisenmenger; Fire Chief Baker and Deputy Fire Chief Wagner.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the July 19, 2021 Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
ABSENT: 1 – Stein
Motion declared carried.

Moved by Johnson, seconded by Smith, to approve the minutes of the July 26, 2021 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
ABSENT: 1 – Stein
Motion declared carried.

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the August 2, 2021 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
ABSENT: 1 – Stein
Motion declared carried.

WARRANT #1331

Mr. Black read Warrant #1331. Moved by Weidenfeld, seconded by Ottenheimer, to approve Warrant #1331 in the amount of \$3,900,949.15 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
ABSENT: 1 – Stein
Motion declared carried.

Minutes Acceptance: Minutes of Aug 16, 2021 7:30 PM (Approval of Minutes)

VILLAGE PRESIDENT'S REPORT

Moved by Weidenfeld, seconded by Johnson, to approve the amended **2021-2022 Committees, Commissions and Boards** appointments as presented. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

ABSENT: 1 – Stein

Motion declared carried.

VILLAGE MANAGER'S REPORT

Chief Baker reviewed the criteria for the **Firefighter of the Year** award.

Rotary Club President Brett Robinson presented a brief history of the Rotary Club and its involvement in awarding the Firefighter of the Year award and reviewed the credentials and accomplishments of this year's recipient of the award, Lieutenant Jeff Morris. Lieutenant Morris was then presented with the award and congratulated by the audience and the Board, after which he thanked the Rotary Club for the award as well as the monetary contributions to Rotary and Omni Youth Services and noted that the entire Buffalo Grove Fire Department has performed over and above during this past year, and he shares this award with them.

The acceptance of the **2020 Audit and Management Letter** will be moved to later in this meeting

REPORTS FROM TRUSTEES

There were no reports from Trustees tonight.

CONSENT AGENDA

President Sussman 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 – Americans with Disabilities Act

Motion to approve a Proclamation celebrating the 31-year anniversary of the Americans with Disabilities Act.

Proclamation – Constitution Week

Motion to approve a Proclamation recognizing September 17-23, 2021 as Constitution Week.

Proclamation – National Payroll Week

Motion to approve a Proclamation recognizing September 5-11, 2021 as National Payroll Week.

Proclamation – National Preparedness Month

Motion to approve a Proclamation recognizing September 2021 as National Preparedness Month.

Ordinance No. 2021-61 – Ivy Hall Park

Motion to pass Ordinance No. 2021-61, Ivy Hall Park Sidewalk Improvements award. The Ivy Hall Park Sidewalk Improvements project was bid on August 4, 2021, and the lowest responsible and responsive bidder was Schroeder & Schroeder, Inc. of Skokie, Illinois. Staff recommends approval of the contract to Schroeder & Schroeder, Inc. in the amount of \$60,116.00, pending Village Attorney and Engineering review.

Minutes Acceptance: Minutes of Aug 16, 2021 7:30 PM (Approval of Minutes)

Ordinance No. 2021-52 – Park District

Motion to pass Ordinance No. 2021-52, conveyance of property from the Village to the Park District. The Village currently holds Outlot C from the previously completed Prairie Grove Subdivision. This parcel is no longer required for right of way and shall be conveyed to the Park District for use with Prairie Grove Park.

Ordinance No. 2021-53 – Golf Dome

Motion to pass Ordinance No. 2021-53, approving a Special Use Amendment to allow the existing Golf Dome in Mike Rylko Community Center at 1000 N. Buffalo Grove Road to operate year-round and expand the Park District activities offered there.

Ordinance No. 2021-54 – Park District

Motion to pass Ordinance No. 2021-54 conveyance of property from the Village to the Park District. The Village currently awaits the transfer of ownership or Outlot E in the Link Crossing Subdivision from K. Hovnanian Homes to the Village. Once the proper documents have been received by the Village from the Lake County Recorder's office, the property shall be conveyed to the Park District for use with Prairie Grove Park.

Ordinance No. 2021-55 - SCADA

Motion to pass Ordinance No. 2021-55, SCADA Support Services. Staff requests authorization to execute a 16-month agreement with Concentric Integration for supervisory control and data acquisition maintenance services and software maintenance support in an amount not to exceed \$139,629.00, pending final review and approval of the agreement by the Village Attorney.

Moved by Smith, seconded by Johnson, to approve the Consent Agenda as presented. Upon roll call, Trustees voted as follows on the Consent Agenda:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

ORDINANCE NO. 2021-56 – VILLAGE MANAGER COMPENSATION

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2021-56, establishing additional compensation for the Village Manager. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

ORDINANCE NO. 2021-57– TELCOM INNOVATION

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2021-57, authorizing the Village Manager to execute an Agreement with Telcom Innovation Group for a Replacement Phone System, related software, and implementation services in an amount not to exceed \$158,500.53 pending final review and approval of the agreement by the Village Attorney.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated August 12, 2021.

Upon roll call, Trustees voted as follows:

Minutes Acceptance: Minutes of Aug 16, 2021 7:30 PM (Approval of Minutes)

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

ORDINANCE NO. 2021-58 – WATER FACILITY PLANNING

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2021-58, approving the AECOM engineering contract for water facility long-term planning in an amount not to exceed \$289,450.00, subject to review and approval by the Village Attorney and in accordance with materials provided in Board packets.

Mr. Johnson reviewed the proposed ordinance, as well as the ensuing ordinance, details of which are contained in his memo of August 12, 2021 to Mr. Bragg.

Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

ORDINANCE NO. 2021-59 – SANITARY FACILITY PLANNING

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2021-59, approving the Ciorba Group engineering contract for sanitary facility long-term planning in an amount not to exceed \$226,202.34, subject to review and approval by the Village Attorney and in accordance with materials contained in Board packets. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

ORDINANCE NO. 2021-60 – NPDES COMPLIANCE

Moved by Weidenfeld, seconded by Ottenheimer, to pass Ordinance No. 2021-60, approving the Christopher B. Burke Engineering NPDES Compliance contract for 2022 through 2027 in an amount not to exceed \$111,852.00, subject to review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo of August 12, 2021 to Mr. Bragg.

Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

ORDINANCE NO. 2021-62 – ROAD SALT PURCHASE

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2021-62, authorizing the Village Manager to purchase no less than 2,800 tons and no more than 4,200 tons of bulk road salt from Morton Salt and Cargill Inc. for the 2021=2022 winter season (State of Illinois and Lake County Joint Bid) at a combined total price not to exceed \$258,510.00 in accordance with the Illinois Governmental Joint Purchasing Act, pending review and approval by the Village Attorney.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of August 12, 2021.

Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

RESOLUTION NO. 2021-21 – FUND BALANCE AND RESERVE POLICY

Moved by Weidenfeld, seconded by Ottenheimer, to pass Resolution No. 2021-21, amending the Village of Buffalo Grove Fund Balance and Reserve Policy consistent with materials contained in Board packets and Mr. Black's comments.

Mr. Black reviewed the proposed resolution, details of which are contained in his memo of August 11, 2021 to Mr. Bragg.

Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

2020 AUDIT ACCEPTANCE

Jamie Wilkey, Partner, Lauterbach and Amen, reviewed the Financial Audit for Fiscal Year 2020, thanking Mr. Black and the management team for their efforts, and noting that Buffalo Grove received an Unmodified Opinion. For the 38th year, the Village is receiving the Certificate of Achievement for Excellence in Financial Reporting award, which is the highest level of financial reporting that any government entity can undertake and is issued by the Government Finance Officers Association.

Mr. Bragg thanked the Board for its continued financial stewardship.

Moved by Weidenfeld, seconded by Ottenheimer, to accept the 2020 Audit and Management Letter. Upon roll call, Trustees voted as follows:

AYES: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

QUESTIONS FROM THE AUDIENCE

President Sussman 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: 5 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 ABSENT: 1 – Stein
 Motion declared carried.

The meeting was adjourned at 8:12 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF September 2021

Village President

Minutes Acceptance: Minutes of Aug 16, 2021 7:30 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL 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,
TUESDAY, AUGUST 31, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Evan Michel, Management Analyst; Nicole Woods, Deputy Community Development Manager; Brett Robinson, Administrative Services Director; and Geoff Tollefson, Director of Golf Operations.

ORDINANCE NO. 2021-63 – PROGRESSIVE MANAGEMENT

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2021-63, authorizing the Village Manager to enter into an Asset Purchase and Lease Termination Agreement with Progressive Management Services, LLC, in accordance with materials contained in Board packets.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo of August 27, 2021 to the Board, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2021-64 – WJ GOLF, LLC

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2021-64, authorizing the Village Manager to execute a Lease Agreement with WJ Golf, LLC at the Buffalo Grove Arboretum Club in accordance with information contained in Board packets.

Mr. Stilling first thanked Mr. Tollefson for all his efforts in bringing this proposal to fruition, after which he reviewed the proposed ordinance and highlights of the lease, details of which are contained in his memo to the Board of August 27, 2021, after which he answered questions from the Board.

Won Cho introduced his business partners, Jason Jung and Dave Nall, noting that they founded WJ Golf just over a year ago, and he reviewed their background and provided an overview of their business plan, referring to a PowerPoint presentation of their proposal. Mr. Cho and Mr. Stilling then answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Minutes Acceptance: Minutes of Aug 31, 2021 7:30 PM (Approval of Minutes)

QUESTIONS FROM THE AUDIENCE

President Sussman 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 Stein, to adjourn the meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 7:54 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF September 2021

Village President

Minutes Acceptance: Minutes of Aug 31, 2021 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1332****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1332 \$1,160,746.52

ATTACHMENTS:

- W #1332 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE WARRANT #1332
20-Sep-21

General Fund:	393,801.20
Parking Lot Fund:	136,288.02
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	475.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	12,680.00
Capital Projects-Vehicles/Equipment:	533,020.84
Capital Projects-Streets:	137,519.24
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	0.00
Water Fund:	2,289,568.95
Buffalo Grove Golf Fund:	101,438.08
Arboretum Golf Fund:	279,353.61
Refuse Service Fund:	68,125.00
Information Technology Internal Service Fund:	92,950.11
Central Garage Internal Service Fund:	85,750.97
Building Maintenance Internal Service Fund:	144,053.74
	<u>4,275,024.76</u>
PAYROLL PERIOD ENDING 08/19/2021	1,058,659.72
PAYROLL PERIOD ENDING 09/02/2021	947,953.53
PAYROLL PERIOD ENDING 09/16/2021	959,688.88
	<u>2,966,302.13</u>
TOTAL WARRANT #1332	<u><u>7,241,326.89</u></u>

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

 Village Clerk

 Village President

Attachment: W #1332 SUMMARY (Approval of Warrant #1332)



Information Item : Proclamation as September Childhood Cancer Awareness Month

Recommendation of Action

Staff recommends approval.

SUMMARY: Proclaiming September as Childhood Cancer Awareness Month in Buffalo Grove and encouraging all to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

ATTACHMENTS:

- Proclamation September Childhood Cancer Awareness Month (DOCX)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, September 20, 2021	
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***Village of Buffalo Grove
Proclamation September Childhood Cancer Awareness Month***

WHEREAS, childhood cancer is the leading cause of death by disease in children, and;

WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday, and;

WHEREAS, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S., and;

WHEREAS, there are approximately 40,000 children on active treatment at any given time, and;

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis, and;

WHEREAS, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;

WHEREAS, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, and;

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and;

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out;

WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, and;

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and;

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove, do hereby proclaim September 2021 as Childhood Cancer Awareness Month in Buffalo Grove. I encourage all Americans to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

Proclaimed this 20th day of September 2021.

Beverly Sussman
Village President



Information Item : Proclamation Declaring September 20-26, 2021 as National Rail Safety Week

Recommendation of Action

Staff recommends approval.

SUMMARY: A proclamation declaring September 20 to 26, 2021, "National Rail Safety Week" in the Village of Buffalo Grove and urge all the citizens to recognize the importance of rail safety education.

ATTACHMENTS:

- Rail Safety Week 2021 (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, September 20, 2021



Village of Buffalo Grove

DECLARES SEPTEMBER 20 – 26, 2021 AS NATIONAL RAIL SAFETY WEEK

WHEREAS, 1,889 rail grade crossing collisions resulted in 678 personal injuries and were responsible for 201 fatalities in the United States during 2020; and

WHEREAS, 1,088 trespassing incidents have occurred in the United States resulting in 532 pedestrians being killed and another 556 injured while trespassing on railroad property rights of way during 2020; and

WHEREAS, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove, do hereby attest my full support proclaiming September 20th to 26th, 2021, National Rail Safety Week and I encourage all citizens to recognize the importance of rail safety education.

Proclaimed this 20th day of September, 2021.

Beverly Sussman, Village President

Attachment: Rail Safety Week 2021 (National Rail Safety Week)



Information Item : Proclamation Recognizing October 2021 as Domestic Violence Awareness Month

Recommendation of Action

Staff recommends approval

SUMMARY: This proclamation recognizes that October is National Domestic Violence Awareness Month, which first began in 1981 by the National Coalition against Domestic Violence as a Day of Unity to connect battered women's advocates across the country.

ATTACHMENTS:

- Domestic Violence Awareness Month October (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, September 20, 2021



Village of Buffalo Grove

PROCLAMATION RECOGNIZING OCTOBER 2021 AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE VILLAGE OF BUFFALO GROVE

THIS PROCLAMATION recognizes that October is National Domestic Violence Awareness Month, which first began in 1981 by the National Coalition against Domestic Violence as a Day of Unity to connect battered women's advocates across the country.

WHEREAS, every one of our residents deserves to live a life free from violence and abuse. Through this proclamation, we pledge to ensure that victims of domestic violence know they are not alone, and that our community is here to support survivors of domestic violence as they courageously move forward to enjoy full and healthy lives.

WHEREAS, anyone can be a victim of domestic violence regardless of age, sex, ability, ethnicity, sexual orientation, socioeconomic status, or religion; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for our community to learn more about preventing domestic violence and to show support for the numerous organizations and individuals providing critical advocacy, services, and assistance to its victims; and

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove, do hereby proclaim the month of October 2021 as **Domestic Violence Awareness Month**. Accordingly, I encourage our citizens to work together with their community to eliminate domestic violence.

Proclaimed this 20th day of September 2021.

Beverly Sussman, Village President



Action Item : 2021 Pavement Patching Change Order

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends an increase of \$12,538.86 in the awarded contract amount to Brothers Asphalt Paving Inc. This increase represents the addition of dump fees for waste material found in the pavement that was found during the course of work.

ATTACHMENTS:

- Brothers Change Order Memo (DOCX)
- Change Order Determination (DOCX)
- _BG - Invoice & Pay Estimate 02 (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, September 20, 2021

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: September 16, 2021
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2021 Pavement Patching Project Change Order

Staff Recommendation

Staff recommends approval of a change order which increases the contract with Brothers Asphalt by \$12,538.86. All project costs, including this change order, are covered by State issued Motor Fuel Tax (MFT) funds.

Overview

Petromat is a product inserted between asphalt layers to help prevent cracking and overall decay. Unfortunately, once it is added, the asphalt can no longer be recycled and must be disposed of as waste. More patches were cut with this material in it than expected, requiring additional costs in the disposal of the material. Based upon how the work is performed, the presence of this material cannot be known until the work is already in progress.

Staff has evaluated the costs associated with their request and find them in line with industry expectations.

Attachment: Brothers Change Order Memo (2021 Pavement Patching Change Order)

VILLAGE OF
BUFFALO GROVE



DATE: August 19, 2021
TO: Clerk's File
FROM: Dane Bragg, Village Manager
SUBJECT: 2021 Pavement Patching Project

I, Dane Bragg, Village Manager of the Village of Buffalo Grove, pursuant to being authorized as a designee by the Village Board of the Village of Buffalo Grove and after reviewing the facts presented to me by staff, as shown on Change Order #1, do hereby determine that the change due to dump fees for waste material found in the pavement is in the best interests of the Village.

Attachment: Change Order Determination (2021 Pavement Patching Change Order)

PAY REQUEST SUMMARY



8.D.c

CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Project Name: 2021 Pavement Patching Project

Project Location: Various Locations

Client: Village of Buffalo Grove

GHA Project No.: 4798.053

Project Manager: Leo X. Morand, PE

General Contractor: Brothers Asphalt Paving, Inc.

Prepared Date: August 9, 2021

Pay Item	Description	Contract/Bid Quantities				Engineer's Quantities	
		Quantity	Unit	Unit Price	Value	Quantity	Value
1	Traffic Control And Protection (Special)	1.00	LS	\$5,251.40	\$5,251.40	1.00	\$5,251.40
2	Class D Patches, Type II, 2 Inch (Special)	415.00	SY	\$16.00	\$6,640.00	392.50	\$6,280.00
3	Class D Patches, Type III, 2 Inch (Special)	1,680.00	SY	\$16.00	\$26,880.00	1,419.50	\$22,712.00
4	Class D Patches, Type IV, 2 Inch (Special)	8,235.00	SY	\$16.00	\$131,760.00	8,698.00	\$139,168.00
5	Longitudinal Edge Patching	6,710.00	SY	\$16.00	\$107,360.00	7,025.00	\$112,400.00
Sub-total:					\$277,891.40		\$285,811.40

Authorizations

Auth 1	Class D Patches, Type II, 5 Inch (Special)	34.00	SY	\$100.00	\$3,400.00	60.30	\$6,030.00
Auth 2	Class D Patches, Type IV, 5 Inch (Special)	65.00	SY	\$90.00	\$5,850.00	96.70	\$8,703.00
Auth 3	Petromat Mixed Loads	101.00	EA	\$175.00	\$17,675.00	101.00	\$17,675.00
Auth 4							
Auth 5							

Sub-total: \$26,925.00 \$32,408.00

Total: \$304,816.40 \$318,219.40

Base Bid Amount: \$277,891.40

Owners Contingency: \$27,789.14

Total Awarded Amount: \$305,680.54

Contract Work Completed to Date: \$285,811.40

Additional Work Completed to Date: \$32,408.00

Value of Completed Work to Date \$318,219.40

Less Retainage (0%)

Value of Amount Earned to Date \$318,219.40

Value of Pay Estimate #1 \$270,489.96

Value of Pay Estimate #2

Value of Pay Estimate #3

Value of Pay Estimate #4

Value of Pay Estimate #5

Amount to be Paid \$47,729.44

Attachment: BG - Invoice & Pay Estimate 02 (2021 Pavement Patching Change Order)

Brothers Asphalt Paving, Inc.

Invoice

DATE	INVOICE #
8/9/2021	34923

BILL TO

PROJECT

Village of Buffalo Grove
Fifty One Raupp Blvd.
Buffalo Grove, IL 60089-2198

2021 Pavement Patching Project
Pay Estimate #2 Final

ITEM #	QTY	UNIT	DESCRIPTION	RATE	AMOUNT
X7010216 AUP 1 AUP 2 AUP 3	1	LS	Traffic Control and Protection, (Special)	5,251.40	5,251.40
	392.5	SY	Class D Patches, Type II, 2 Inch (Special)	16.00	6,280.00
	1,419.5	SY	Class D Patches, Type III, 2 Inch (Special)	16.00	22,712.00
	8,698	SY	Class D Patches, Type IV, 2 Inch (Special)	16.00	139,168.00
	7,025	SY	Longitudinal Edge Patching	16.00	112,400.00
	60.3	SY	Class D Patches, Type II, 5 Inch (Special)	100.00	6,030.00
	96.7	SY	Class D Patches, Type IV, 5 Inch (Special)	90.00	8,703.00
	101	Load	Petromat Mixed Loads	175.00	17,675.00
	1	LS	Less Previously Paid	-270,489.96	-270,489.96

	Total	\$47,729.44
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Attachment: _BG - Invoice & Pay Estimate 02 (2021 Pavement Patching Change Order)



Resolution No. R-2021-22 : Resolution Approving the Illinois Elevator Safety Program Agreement.

Recommendation of Action

Staff recommends approval of the resolution.

SUMMARY: The Village is submitting the attached agreement with the Office of the State Fire Marshal (OSFM). The agreement requires Buffalo Grove to operate an Elevator Safety Program in which the Village enforces safety standards, codes and regulations as those adopted in the current version of the Illinois Elevator Safety Rules and related state standards.

ATTACHMENTS:

- BOT Memo (DOCX)
- Resolution (DOCX)
- Exhibit A (PDF)

Trustee Liaison

Pike

Staff Contact

Nicole Woods, Community Development

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 16, 2021

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director Community Development

SUBJECT: Resolution approving the Illinois elevator Safety Program Agreement

As it has in the past, the Village is submitting the attached agreement with the Office of the State Fire Marshal (OSFM). The agreement requires Buffalo Grove to operate an Elevator Safety Program in which the Village enforces safety standards, codes and regulations as those adopted in the current version of the Illinois Elevator Safety Rules and related state standards. The Village currently contracts out elevator plan review and inspections to a private entity. The Village will look to ensure that the contractors are aware of the agreement and are abiding by its requirements. This agreement will be effective upon date of acceptance by OSFM for four calendar years.

Attachment: BOT Memo (R-2021-22 : Resolution Approving the Illinois Elevator Safety Program Agreement.)

RESOLUTION NO. 2021-_____
A RESOLUTION APPROVING THE ILLINOIS ELEVATOR SAFETY
PROGRAM AGREEMENT

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

WHEREAS, the Village desires to operate an Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 ILL. ADM. CODE 1000; and

WHEREAS, an Illinois Elevator Safety Program Agreement between the Office of the State Fire Marshal ("OSFM") and the Village is necessary in order for the Village to operate an Elevator Safety Program.

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:

1. The attached Illinois Safety Program Agreement, attached hereto as Exhibit "A", is hereby approved and the Village President is authorized and directed to execute said Agreement.
2. This Resolution shall be effective from and after its passage and approval.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____ . APPROVED: _____

ATTEST: _____ APPROVED: _____

Village Clerk

Village President

Attachment: Resolution (R-2021-22 : Resolution Approving the Illinois Elevator Safety Program Agreement.)

JB Pritzker, Governor

Matt Perez, State Fire Marshal



Office of the State Fire Marshal

ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT

This Agreement is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Authority") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Authority which permits the Local Authority to operate an Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Authority agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Authority shall reapply for approval of its PROGRAM by submitting to the OSFM the information detailed in Section 2, below.
2. The Local Authority shall submit to the OSFM, along with this Agreement executed by an officer of the Local Authority, the following information and shall notify the OSFM in writing of any changes to subsections "A" and "B" thereafter during the term of this Agreement:
 - A. The name and contact information of its Program administrator. It is the responsibility of the Local Authority to notify the OSFM of any changes to this information.
 - B. The name and contact information of any third party inspection company/is under contract with the Local Authority or the name and license number of the inspector(s) employed by the Local Authority to perform such inspections.
 - C. The number and type of conveyances covered by the Program.
 - D. The number and type of conveyances NOT covered by the Program, if any. These records shall be maintained by the Local Authority.
3. The Local Authority, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those adopted in the current version of the Illinois Elevator Safety Rules, 41 Ill. Adm. Code 100.60. The Local Authority also agrees to amend and enforce its Program, as required by Section 6(l) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations adopted by the Illinois Elevator Safety Rules.
4. Should the Local Authority desire to amend any of the Standards, the Local Authority must submit to the OSFM, for approval by the Illinois Elevator Safety Review Board ("Board"), a copy of the amendment and its reason for the change. The Board shall review the amendment and

notify the Local Authority no later than 30 days after the Board meeting at which the variance request is heard of its approval or denial.

5. With respect to ASME A17.3-2005, *Safety Code for Existing Elevators and Escalators*, upgrades required by Section 35(h) must be completed no later than January 1, 2015. By signing this Agreement, the Local Administrator recognizes that Public Act 97-1048 adjusted the compliance date for upgrade requirements to the restricted opening of hoistway doors or car doors on passenger elevators from January 1, 2015 to January 1, 2014.

An existing conveyance is a conveyance located in a building for which a building permit was issued prior to the effective date of the Administrative Rules which were adopted in conformance with the Elevator Safety and Regulation Act.

6. The Local Authority by signing this Agreement agrees to operate its Program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the Program, the Local Authority shall:
 - A. Issue construction and alteration permits and certificates of operation.
 - B. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional 12 months if the request is received by the Local Authority prior to expiration of the existing permit. Extension requests received by the Local Authority after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Authority.
 - C. Provide for inspection of elevators, including temporary operation inspections.
 - D. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within 7 business days of receipt of the notice. Should the OSFM and Local Authority not reach agreement on the exception or variance, the matter shall be directed to the Elevator Safety Review Board ("Board") to hear and decide.
 - E. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
 - F. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
 - 1) All permit applications;
 - 2) All permits issued by the Local Authority;
 - 3) All exceptions or variances granted or denied;
 - 4) All inspection reports for conveyances subject to the Program; and
 - 5) Proper records demonstrating the number of certificates of operation issued by the Local Authority

- G. Ensure that all inspections are performed by personnel properly licensed by the State.
 - H. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
 - I. Amend its Program within 90 days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
 - J. To notify the OSFM at least 90 days in advance of the date the Local Authority elects to discontinue its Program.
 - K. To require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM and to put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within 30 days of determination that the conveyance is not registered.
 - L. To make itself available, upon reasonable notice, to meet with the Administrator or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.
7. In accordance with the Elevator Safety and Regulation Act and the Administrative Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Authority's Program shall remain the jurisdiction of the Local Authority and such procedures shall take precedence over the procedures adopted by the OSFM and Board.
 8. Should the OSFM determine that the Program does not meet the requirements of the Elevator Safety and Regulation Act or the Administrative Rules, the OSFM shall notify the Local Authority of the corrective actions needed to bring the Program into compliance. Should the Local Authority fail to make the corrections, the OSFM may, after allowing time for corrective action and after a hearing under Section 160 of the Administrative Rules, withdraw approval of the Program.
 9. A copy of the Administrative Rules (41 Ill. Admin. Code 1000) is available at "<http://www.ilga.gov/commission/jcar/admincode/titles.html>" once published.

Local Authority Name

Office of the State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969

Signature of Officer

Printed Name

Accepted by:

Title

Matt Perez, State Fire Marshal

Address

Date

City/State/Zip

Telephone Number

Date

Revised 04/12/16

Attachment: Exhibit A (R-2021-22 : Resolution Approving the Illinois Elevator Safety Program Agreement.)



Resolution No. R-2021-23 : Resolution for the Consideration to Approve a Safe Routes to School Grant Application

Recommendation of Action

Staff recommends approval.

SUMMARY: The Village of Buffalo Grove is applying for a Safe Routes to School Grant through the Illinois Department of Transportation. A resolution of approval and financial ability is required for the grant application.

ATTACHMENTS:

- Memo SRTS application BOT approval(DOCX)
- RESOLUTION SRTS BOT Approval (DOCX)
- Location Map (PDF)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 13, 2021
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Safe Routes to School Grant Application Resolution

The Public Works Department is planning on applying for a Safe Routes to School Grant to provide safer pedestrian crossings at two locations in the Village of Buffalo Grove. One location is on Deerfield Parkway near Green Knoll Drive and the other is on Buffalo Grove Road north of Strathmore Court. A map is included with the agenda item.

IDOT requires a formal commitment resolution from the public agency showing that the Village is able to receive these grant funds and that our agency has the funding capability to implement and maintain these proposed infrastructure projects if the grant is successfully awarded.

Staff recommends approval of this grant application and funding commitment.

RESOLUTION NO. 2021 - _____

A RESOLUTION SUPPORTING A SAFE ROUTES TO SCHOOL GRANT
APPLICATION

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

WHEREAS, the Safe Routes to School (SRTS) program is a federally funded program administered in Illinois by the Illinois Department of Transportation (IDOT); and

WHEREAS, the Village of Buffalo Grove, with support from local School Districts, is applying for funds through IDOT from the SRTS program to construct certain infrastructure projects throughout the Village, including two pedestrian crosswalks, rapid rectangular flashing beacons and signage to enable and encourage children to safely walk and bike to school; and

WHEREAS, IDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED, that the Village has authorized Dane Bragg, Village Manager, to act as agent on behalf of the Village to request Safe Routes to School funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award; and

BE IT FURTHER RESOLVED THAT, the Village attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering design and construction, permit fees, administration costs, and cost overruns; and

BE IT FURTHER RESOLVED THAT, the Village commits to owning, operating, funding, and implementing a maintenance program over the design life of the facilities constructed with SRTS funding.

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

Section 1: The Safe Routes to School Application and financial commitment, is hereby approved.

Section 2: The Village Manager is authorized and directed to execute the SRTS Grant Application.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

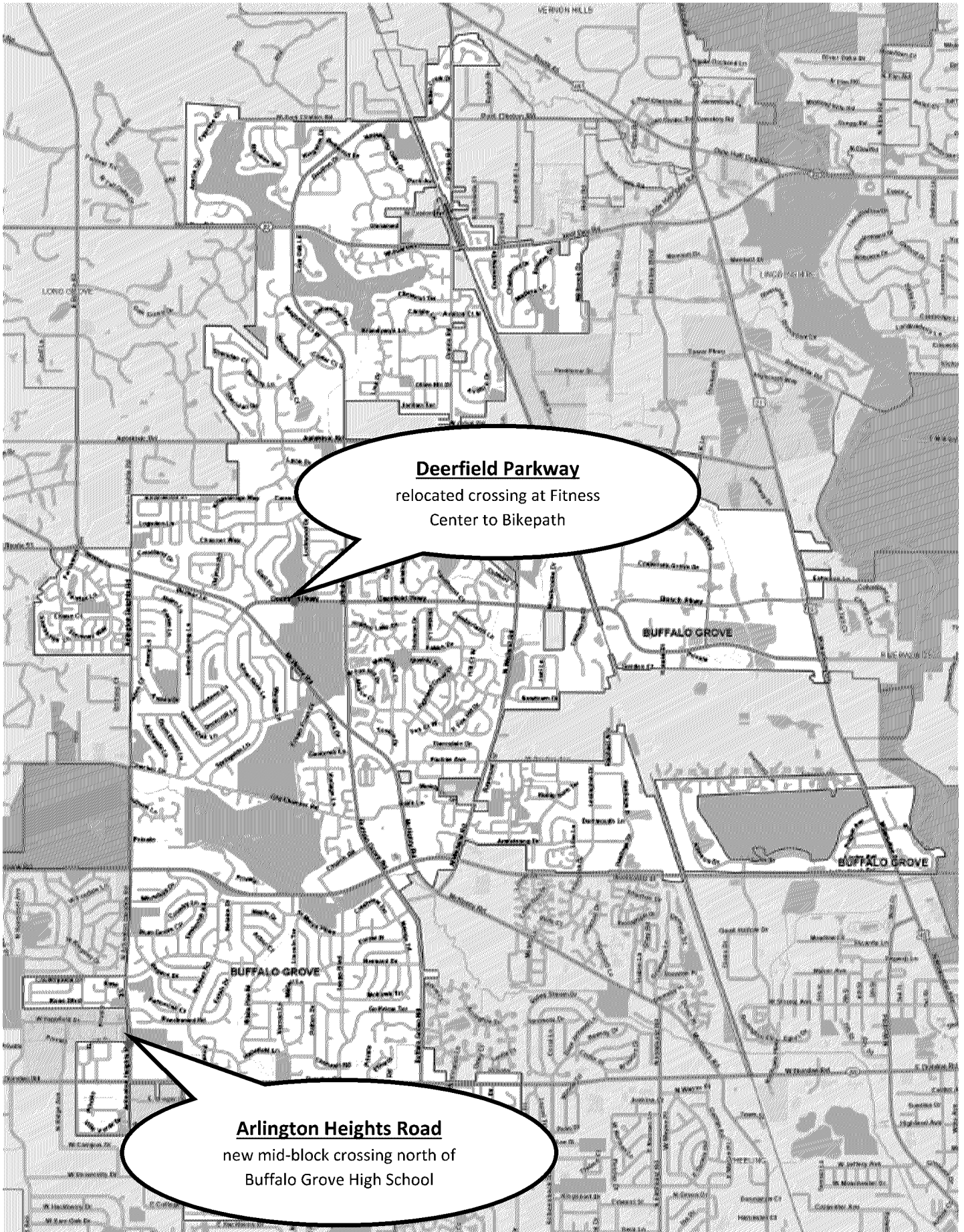
APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk





Ordinance No. O-2021-68 : Ordinance Authorizing Quiet Zone Engineering Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Buffalo Grove, along with 9 other communities established the Canadian National Railroad Corridor Quiet Zone. Staff Recommends approval of the Engineering agreement with Crawford, Murphy & Tilly, Inc. for an amount not to exceed \$55,998.80 pending contract review and approval of the Village Attorney.

ATTACHMENTS:

- Memo CMT Design 2021-09-20 (DOCX)
- CMT Ordinance (DOCX)
- !CMT Proposal_QZ Medians_V3.0 (PDF)
- !CMT Proposal_QZ Medians_V3.0 (PDF)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 15, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: CMT Quiet Zone Engineering

Recommended Action

Staff recommends that the Village award the Engineering Agreement with Crawford, Murphy & Tilly, Inc. for an amount not to exceed \$55,998.80 pending final contract review by the Village Attorney.

Background Information

In 2007, the Village of Buffalo Grove, in cooperation with the County of Lake and the communities of Antioch, Lake Villa, Round Lake Beach, Grayslake, Libertyville, Mundelein, Vernon Hills and Wheeling, entered into an Intergovernmental Agreement (IGA) to create the Canadian National Railroad Corridor Quiet Zone, a Federal Railroad Administration (FRA) designated zone precluding the use of train whistles/horns at railroad grade crossings along the corridor in Lake County. The Quiet Zone must be recertified periodically (usually every three years) and in 2012 and 2018 the member agencies successfully recertified the Quiet Zone. In accordance with the original terms of the agreement, the Village of Buffalo Grove serves as the zone administrator.

As part of the recertification process, ten crossings require upgrades to meet stringent standards. The Village requested Crawford, Murphy & Tilly, Inc. (CMT) provide a proposal for the engineering, permitting, and agency coordination required for the work. The attached Scope of Services has been reviewed by the member Agencies. The cost was prorated by the number of intersections with each member responsible for intersections within their jurisdiction (1/10 share per intersection). As such, the engineering and permitting will be completed for a not-to-exceed amount of \$55,998.80 at \$5,598.88 per intersection. The Village would be responsible for two intersections or \$11,199.76.

Construction costs associated with any improvements needed to meet the minimum recertification criteria will be estimated during Engineering.

ORDINANCE 2021- _____**AN ORDINANCE AUTHORIZING A DESIGN CONTRACT WITH CRAWFORD, MURPHY & TILLY, INC.**

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

WHEREAS, the Village seeks to enter into a Design Contract with Crawford, Murphy & Tilly, Inc. for the design, permitting, and agency coordination of crossings along the CN Railway's Quiet Zone,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to enter into a Design Contract with Crawford, Murphy & Tilly, Inc. (CMT) for design of median crossings at various crossing locations along the CN Railway's Quiet Zone, at a price not to exceed \$55,998.80, 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: CMT Ordinance (O-2021-68 : Quiet Zone Engineering Services)

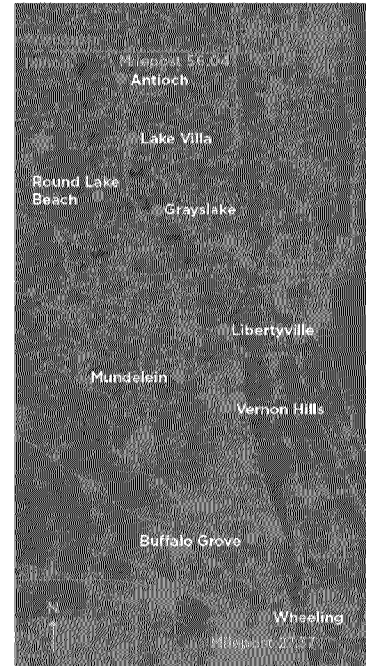
ATTACHMENT A - SCOPE OF WORK
QZ THR-0001851 Crossing Median Replacements
Village of Buffalo Grove, Illinois



GENERAL PROJECT INFORMATION & FEATURES

The scope of services provided has been estimated based on a request to perform Quiet Zone Crossing Non-Traversable Curb Median Design along the CN Railway's Waukesha Line from Wheeling to Antioch, IL. Medians will be designed and reconstructed per the FRA recommendations outlines in the 2021 Notice of Affirmation/Corrective Action Plan at the following 10 at-grade rail crossings along the corridor:

- Wheeling
 - Hintz Rd – R&Replace NTCM (Both Sides)
- Buffalo Grove/ Prairie View
 - Deerfield Pkwy – R&Replace NTCM (Both Sides)
 - Half Day Rd – R&Replace NTCM (Both Sides)
- Mundelein
 - Butterfield Rd – R&Replace NTCM (Both Sides)
 - STH60/Townline Rd – R&Replace NTCM (Both Sides)
 - Allanson Rd – R&Replace NTCM (Both Sides)
- Libertyville
 - Peterson Rd – Mountable Median Pylons (Both Sides)
 - Winchester Rd – Mountable Median Pylons (Both Sides)
- Round Lake Beach
 - Hook Drive – R&Replace NTCM (Both Sides)
- Antioch
 - North Ave – R&Replace NTCM (Both Sides)



The limits of the QZ Median Replacements are defined below. The scope of services provided below include final design plans, agency coordination and cost estimating.

Estimated Project Construction Cost: TBD

Project Funding: QZ Coalition Partners – Village of Buffalo Grove as Lead Client/ Contract Administration

Project Schedule: Draft Final Plans due 12/3/2021. Final PS&E Plans due 3/1/2022.

Project Limits: The improvement limits for the Improvements are defined as the following:
Project limits include the full Quiet Zone Corridor from Wheeling to Antioch, IL. Medians will be design for replacement/improvements at the above listed crossings as outlined in the 2021 Notice of Affirmation.

Professional Services Fee: Payment to CMT upon completion of services at a Standard Hourly Rate, Not to Exceed **\$55,998.80**. Invoices will be submitted monthly for progress payments to the amount of work billed to-date.

QZ CROSSING NON-TRAVERSABLE CURB MEDIAN (NTCM) DESIGN

1. Project Management & Administration

- A. The consultant will facilitate project meetings with the six Quiet Zone coalition partners involved in the Median Replacements throughout the design & permitting process (Assume 2 virtual meetings).
- B. The Consultant will Develop & Implement a Quality Assurance Plan for the Project.
- C. The Consultant shall prepare monthly invoices using the Standard Invoice Template

ATTACHMENT A - SCOPE OF WORK
QZ THR-0001851 Crossing Median Replacements
Village of Buffalo Grove, Illinois



2. Data Collection

- A. The client(s) will provide all aerial photography, survey and GIS land boundary data for the project that they currently have access of to the consultant. The consultant will seek to obtain other survey, lidar, and aerial data available for download at the start of the project.
- B. The consultant will obtain and download available GIS Data for use in construction plans.
- C. The consultant will obtain field survey measurements of adjacent storm inlets and utilities, as necessary to supplement aerial photography and other data provided.

3. Plans, Specifications & Estimate

- A. The consultant shall develop construction drawings, specifications, and probable construction estimate. Draft Final Plans (90%) will be developed and submitted to the client(s) for review, followed by a Final Sealed PS&E Submittal with all revisions incorporated. Engineering Plans will be designed per IDOT, ICC, CN Railway, Lake County, and/or Local Design Requirements for At-Grade Rail Crossings. The plans will include the following sheets (excluding sign sections, landscaping, and traffic or RR signal design):
 - i. Title Sheet
 - ii. General Notes
 - iii. Typical Sections
 - iv. Summary of Quantities
 - v. Roadway Plan Sheets
 - vi. Traffic Control Sheets
 - vii. Erosion Control Sheets
- B. The Consultant shall prepare and submit all necessary Job Special Provisions.
- C. The Consultant shall prepare and submit an Engineer's Opinion of Probable Construction Cost estimate.
- D. The consultant shall prepare and submit the following deliverables to the client(s):
 - i. Draft Final Plans (90%)
 - ii. Quantity Takeoffs
 - iii. Disposition to Review Comments
 - iv. Final Signed & Sealed Engineering Plans
 - v. Final Signed & Sealed Engineering Specifications
 - vi. Engineer's estimate of probable construction cost

4. Agency Coordination & Permitting

- A. The Consultant shall coordinate with the necessary agencies for permitting and approvals. The consultant will facilitate coordination meetings with agency stakeholders (ICC, IDOT, & FRA) during the design of the project (Assume 2 virtual meetings). The consultant will prepare IDOT & LCDOT permits on applicable routes and make plan revisions, as necessary. No direct permit payment is included in this scope and is anticipated to be borne by the client(s), if required by IDOT.
- B. The Consultant shall coordinate with the CN Railway for Public Project Permitting for each Non-Traversable Curb Median. A coordination meeting with the CN Railway will be held to verify requirements and streamline the approvals process (Assume 1 virtual meeting).
- C. The consultant shall prepare and submit CN Railway Permit Applications for each NTCM Crossing location. Permit applications will not be initiated until directed so by the client(s). The consultant shall revise plans as necessary based on CN Railway reviews and resubmit plans for approval. The client(s) will directly sign, execute and send payment for any necessary permits.

5. Bidding & Construction Phase

- A. The consultant shall provide assistance in responding to Requests for Information (RFI) during the Bidding Process (Assume 5).
- B. The consultant will attend the Pre-Construction Meeting prior to the Construction Notice to Proceed.

ATTACHMENT A - SCOPE OF WORK
QZ THR-0001851 Crossing Median Replacements
Village of Buffalo Grove, Illinois



- C. The consultant will assist with RFI's and other engineering design assistance during construction. No effort is included for construction management, ongoing inspection, material testing or construction RR entry permits.
- D. The consultant will attend the final walkthrough and compliance punch-list with the client(s), Lake County, IDOT, and the FRA. Coordination with the FRA will be facilitated to document final compliance and close-out the 2020 Quiet Zone Non-Compliance Report.

**EXHIBIT III
ESTIMATE OF COSTS
PER TASK**

**BUFFALO GROVE, IL - QUIET ZONE MEDIAN REPLACEMENTS
LAKE COUNTY, ILLINOIS**

<u>TASK</u>	<u>FEE</u>	<u>HOURS</u>	<u>% OF TOTAL FEE</u>
1. PROJECT MANAGEMENT / ADMINISTRATION	\$4,640.00	26	8.29%
2. DATA COLLECTION	\$2,914.00	21	5.20%
3. PLANS, SPECIFICATIONS AND ESTIMATE	\$23,130.00	163	41.30%
4. AGENCY COORDINATION & PERMITTING	\$16,350.00	105	29.20%
5. BIDDING & CONSTRUCTION PHASE	\$8,964.80	50	16.01%
TOTAL	\$55,998.80	365	100.00%

Crawford, Murphy & Tilly, Inc. Tasks, Hours and Fee Summary															
Task No.	Task Description	Project Engineer I III	Project Engineer II	Project Engineer I I	Structural Engineer	Senior Engineer I	Technical Manager II	Engineer I	Environmental Specialist I	Land Surveyor	Technician II	Technician I	Project Admin Assistant	Total Hours	Labor Costs
1 PROJECT MANAGEMENT / ADMINISTRATION															
	1 Project Meetings (2 Meetings assumed)	8						8						14	
	2 Develop and Implement Quality Assurance Plan	10												10	
	3 Prepare Invoices using Standard Invoice Template														
	Sub Total CMT Hours	2	19	0	0	0	0	6	0	0	0	0	0	26	
	Hourly Salary \$	220.00	\$ 190.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 95.00	\$ 150.00	\$ 115.00	\$ 95.00	\$ 95.00		
	Sub Total CMT Labor Cost	\$440.00	\$3,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,440.00
	Task Hours Check														26
3 DATA COLLECTION															
	1 Obtain & Download Available Survey & Aerial Data													2	
	2 Obtain & Download Available GIS Data													2	
	3 Storm & Utility Field Survey Pickup	1						2		8	8			17	
	Sub Total CMT Hours	0	1	0	0	0	0	4	0	8	8	0	0	21	
	Hourly Salary \$	220.00	\$ 190.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 95.00	\$ 150.00	\$ 115.00	\$ 95.00	\$ 95.00		
	Sub Total CMT Labor Cost	\$0.00	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520.00	\$0.00	\$1,200.00	\$250.00	\$0.00	\$0.00		\$2,930.00
	Task Hours Check													21	
2 PLANS, SPECIFICATIONS, & ESTIMATE															
	1 Develop Construction Plans							2						2	
	2 Final Submittal Review							2						2	
	3 Obtain Notes					1		2						3	
	Summary of Quantities Sheets					10		48						58	
	Plan Sheets (Assume 12 Crossings)					2		8						10	
	Traffic Control Sheets					2		2						4	
	Erosion Control Sheets					2		4						6	
	2 Job Special Provisions		2			12		14						14	
	3 Estimate of Probable Costs					2		8						10	
	Quantity Take-Offs					4		8						12	
	Engineer's Construction Estimate					2		2						4	
	4 QC/QA		4					2						6	
	5 Assemble Plan Deliverables					4		8						12	
	Prepare Draft Final Plans Submitted (95%)	1	2			4		8						15	
	Prepare Revised Plans for Construction	2				4		10						16	
	Prepare States Final Plans Submitted (PS&E)	1	2			4		8						15	
	Sub Total CMT Hours	2	14	0	0	46	0	101	0	0	0	0	0	103	
	Hourly Salary \$	220.00	\$ 190.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 95.00	\$ 150.00	\$ 115.00	\$ 95.00	\$ 95.00		
	Sub Total CMT Labor Cost	\$440.00	\$2,860.00	\$0.00	\$0.00	\$6,900.00	\$0.00	\$13,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,130.00
	Task Hours Check													163	
3 AGENCY COORDINATION & PERMITTING															
	1 Agency Permitting														
	Facilitate Agency Coordination Meetings with ICC, IDOT & FRA (Assume 2)	2	4					4						10	
	IDOT & LCDDOT Permit Submittals & Plan Reviews	1	8					8						17	
	2 Facilitate CN Railway Coordination Meeting (Assume 1)	1	1					2						4	
	3 CN Railway Permits													0	
	Attend Joint Diagnostic with RST, ICC, IDOT							20						20	
	Prepare & Submit CN Public Projects Permits (Assume 2 hrs per Crossing)	2						24						26	
	Reverse Plans as Necessary & Resubmit	2						16						18	
	4 Coordinate with Municipalities on Permit Development & Processing		4					6						10	
	Sub Total CMT Hours	4	21	0	0	0	0	80	0	0	0	0	0	105	
	Hourly Salary \$	220.00	\$ 190.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 95.00	\$ 150.00	\$ 115.00	\$ 95.00	\$ 95.00		
	Sub Total CMT Labor Cost	\$880.00	\$3,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$15,270.00
	Task Hours Check													105	
7 BIDDING & CONSTRUCTION PHASE															
	1 Provide Assistance in Response to RFIs during the Bidding Process														
	2 Attend Pre-Construction Meeting	2	5			5								12	
	3 Engineer/Inspector Assistance During Construction		8			6								16	
	4 Final Purchased Walkthrough with Clients, LCDDOT, IDOT, & FRA							20						20	
	Sub Total CMT Hours	2	15	0	0	13	0	20	0	0	0	0	0	50	
	Hourly Salary \$	220.00	\$ 190.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 95.00	\$ 150.00	\$ 115.00	\$ 95.00	\$ 95.00		
	Sub Total CMT Labor Cost	\$440.00	\$2,860.00	\$0.00	\$0.00	\$1,950.00	\$0.00	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,840.00
	Task Hours Check													50	
	Total CMT Hours	10	66	0	0	59	0	211	0	8	8	0	0	345	
	Hourly Salary \$	220.00	\$ 190.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 95.00	\$ 150.00	\$ 115.00	\$ 95.00	\$ 95.00		
	Total CMT Labor Cost	\$2,260.00	\$13,110.00	\$0.00	\$0.00	\$3,650.00	\$0.00	\$27,430.00	\$0.00	\$1,200.00	\$250.00	\$0.00	\$0.00		\$53,710.00
										</					

**CMT
 DIRECT COSTS**

TASK

1 PROJECT MANAGEMENT/ADMINISTRATION

Subtotal = \$0.00

2 DATA COLLECTION

Mileage: 150 miles @ \$0.560 (FIELD SURVEY PICKUPS)

\$ 84.00
 Subtotal = \$84.00

3 PLANS, SPECIFICATIONS, & ESTIMATE

Subtotal = \$0.00

4 AGENCY COORDINATION & PERMITTING

Mileage: 1200 miles @ \$0.560 (CROSSING DIAGNOSTIC) \$ 672.00
 Lodging: 2 night @ \$150 (CROSSING DIAGNOSTIC) \$ 300.00
 Per Diem 3 days @ \$36 (CROSSING DIAGNOSTIC) \$ 108.00

Subtotal = \$1,080.00

5 BIDDING & CONSTRUCTION PHASE

Mileage : 80 miles @ \$0.560 (PRE-CONSTRUCTION MEETING) \$ 44.80
 Mileage: 1200 miles @ \$0.560 (FINAL PUNCHLIST WALKTHROUGH) \$ 672.00
 Lodging: 2 night @ \$150 (FINAL PUNCHLIST WALKTHROUGH) \$ 300.00
 Per Diem 3 days @ \$36 (FINAL PUNCHLIST WALKTHROUGH) \$ 108.00

Subtotal = \$1,124.80

TOTAL = \$2,288.80

Attachment: !CMT Proposal_QZ Medians_V3.0 (O-2021-68 : Quiet Zone Engineering Services)

**Ordinance No. O-2021-69 : Municipal Acceptance Form LCDOT****Recommendation of Action**

Staff Recommends Approval

SUMMARY: Staff Recommends approval of the Municipal Acceptance Form for a Village Facility to be built within the Lake County Right-of-Way as part of the Buffalo Grove Road Widening Project.

ATTACHMENTS:

- Memo BG Road Muni Accept Form 21-0909 (DOCX)
- ORDINANCE Municipal Acceptance Form 21-0909 (DOCX)
- Municipal Acceptance BG Road RRFB (PDF)
- BuffaloGroveRd_MidBlockCrossing_RevisedFinal (PDF)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 9, 2021
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Buffalo Grove Road Municipal Acceptance Form

The Municipal Facility Acceptance Form is a standard Lake County document for a Village to own and maintain Village facilities that were built within a Lake County Right-of-Way. This form is for the facilities for a mid-block pedestrian crosswalk within the Buffalo Grove Road Right-of-Way located south of Brandywyn Road. This will include accepting ownership and maintenance of the RRFB assemblies, advanced warning signs, sidewalk/path, curb ramps, side curbs and ADA detectable warnings.

This pedestrian mid-block crossing is being paid for by Lake County DOT and the Village is agreeing to own and maintain it after installation. Due to IDOT's crosswalk design requirements, a crosswalk is not allowed to be installed in the Buffalo Grove Road and Brandywyn Lane intersection. After completion of the Buffalo Grove Road project, the Brandywyn Lane project, and the Link Crossing subdivision, Lake County DOT will take traffic counts to see if a new traffic signal is warranted at the Buffalo Grove Road and Brandywyn Lane intersection.

ORDINANCE NO. 2021 - _____

A ORDINANCE APPROVING MUNICIPAL UTILITY/FACILITY ACCEPTANCE
ON A COUNTY HIGHWAY WITH THE LAKE COUNTY DEPARTMENT OF
TRANSPORTATION, RELATED TO THE BUFFALO GROVE ROAD
IMPROVEMENT PROJECT

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

WHEREAS, the Village is agreeable to own and maintain the Rapid Rectangular Flashing Beacons that are being built within the Buffalo Grove Road Right-of-Way under the jurisdiction of the Lake County Department of Transportation and that are being constructed by Lake County as part of the Buffalo Grove Road Improvement Project.

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

Section 1: The Agreements entitled “Municipal Utility/Facility Acceptance on a County Highway” for Buffalo Grove Road, between the Lake County Department of Transportation and the Village of Buffalo Grove related to the Rapid Rectangular Flashing Beacons for the Buffalo Grove Road Improvement Project, are hereby approved (“Agreements”).

Section 2: The Village President and Village Clerk are authorized and directed to execute the Agreements. A copy of said Agreements are attached hereto and made a part hereof.

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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk



600 W. Winchester Road
 Libertyville, IL 60048
 Telephone: (847) 377-7400
 hdpermits@lakecountyil.gov

MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

Municipality: Village of Buffalo Grove
 Mailing Address: 50 Raupp Boulevard, Buffalo Grove, IL 60089
 Website: https://www.vbg.org/ Telephone: 847-459-2500

Being a municipal corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to location and maintain the below described Municipal Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended. The Municipal Facility is described as follows:

- Name of County Highway:** Buffalo Grove Rd
- Location of Facility:** From: 107+48
 (From street to street with offsets) To: 114+00
- Type of Municipal Facility** (check all that apply):
☐ Street lighting ☐ Sanitary sewer line ☐ Water main/Water line
☒ Sidewalk ☐ Bike path ☒ Other RRFB
- Facility to be constructed by** (check all that apply):
☐ Municipal Crew ☐ Contractor ☐ Developer
☒ Other LCDOT Project
☒ Other #11-00249-03-WR

Name & Company: Lake County Grading
 Mailing Address: 32901 North Highway 21, PO Box L, Libertyville, IL 60048
 Telephone Number: 847-362-2590 Mobile Number: Enter text.
 E-mail Address: J_deets@lcfgc.com

Additional contact (if needed):
 Name & Company: Enter text.
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

- Comments** (if needed): LCDOT will maintain the pavement markings only. The Village of Buffalo Grove is accepting ownership and maintenance of the RRFB assemblies in entirety, advanced warning signs, sidewalk/path, curb ramps, side curbs and ADA detectable warnings.

NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form.
 THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

Attachment: Municipal Acceptance BG Road RRFB (O-2021-69 : Municipal Acceptance Form LCDOT)

GENERAL CONDITIONS FOR MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Facility will be located.
8. Unless otherwise stated in the issued Facility Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Facility, then the Municipality, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK**ATTEST:****FOR THE MUNICIPALITY:**_____
Municipal Clerk

By: _____

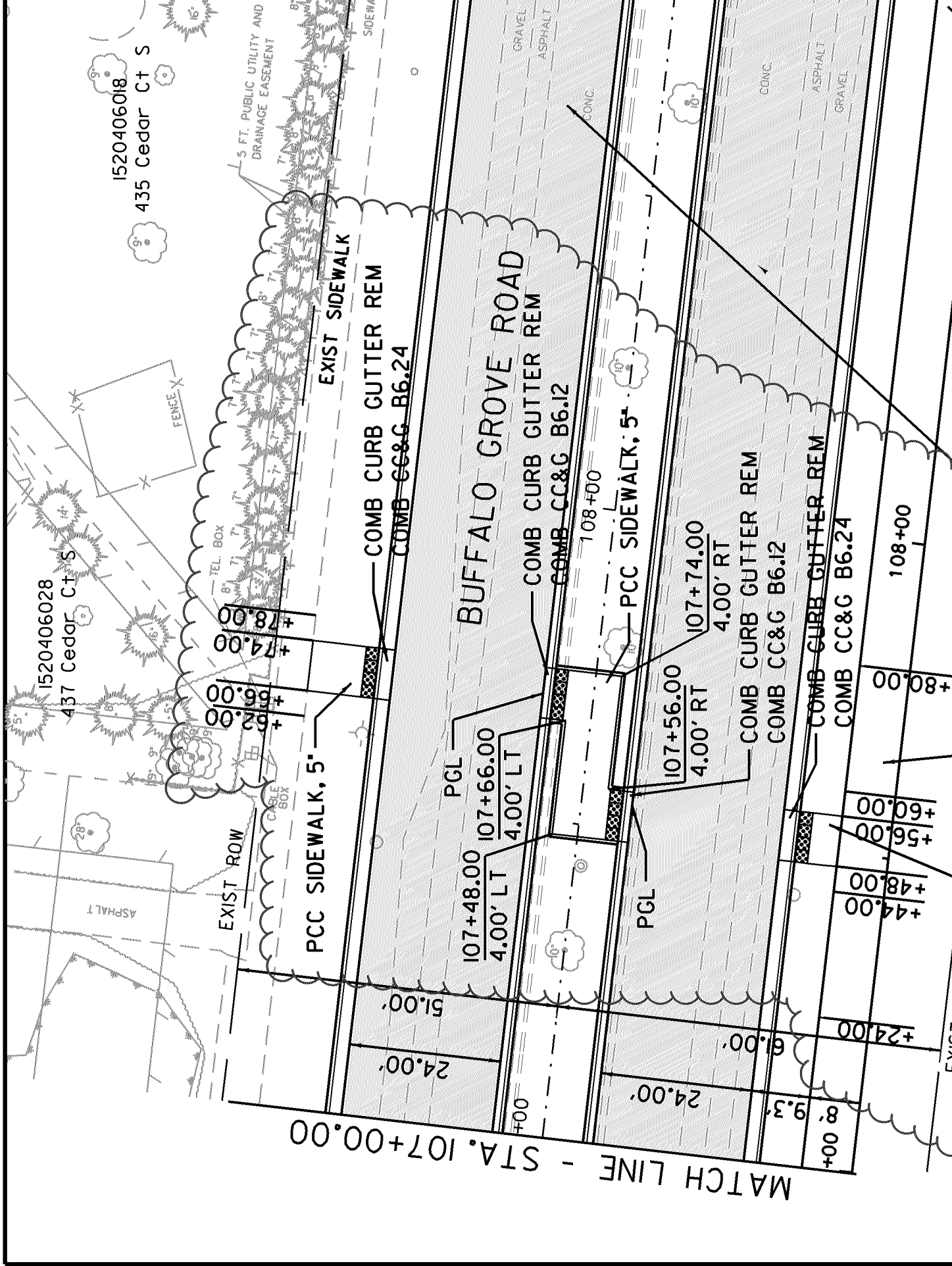
Municipal Mayor/President

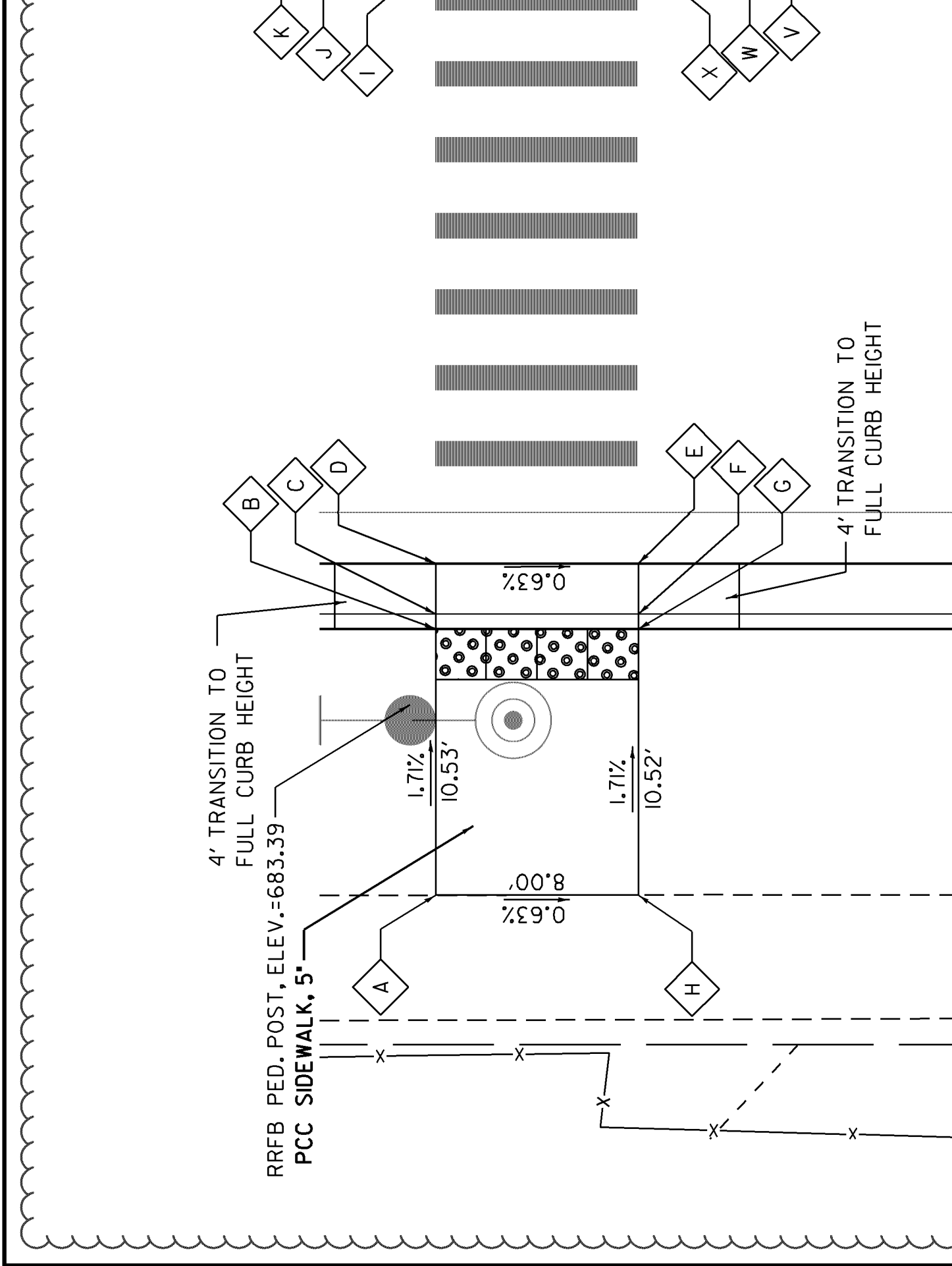
(Printed name of above signature)_____
(Printed name of above signature)

Date: _____

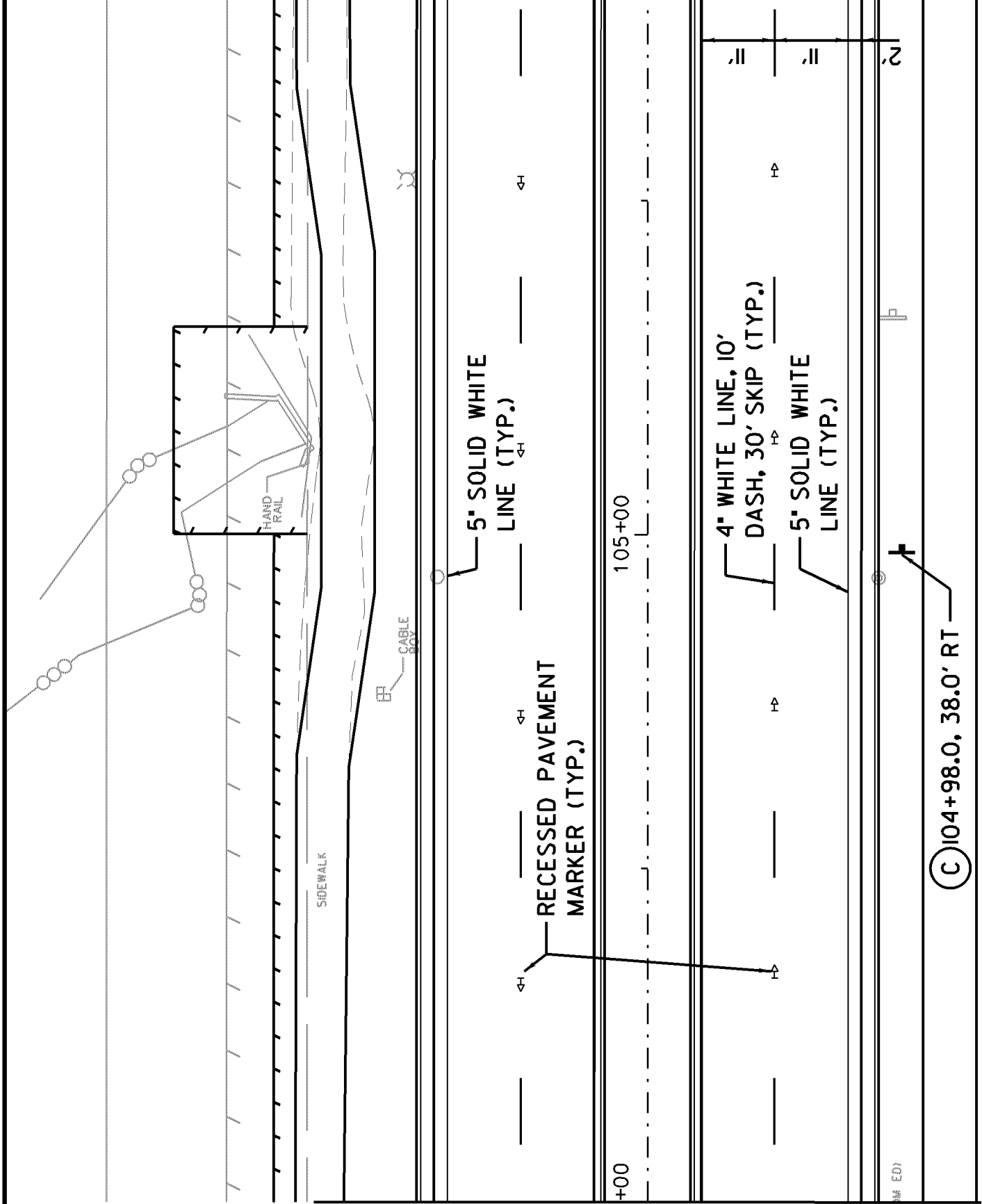
Attachment: Municipal Acceptance BG Road RRFB (O-2021-69 : Municipal Acceptance Form LCDOT)

MATCH LINE - STA. 107+00.00

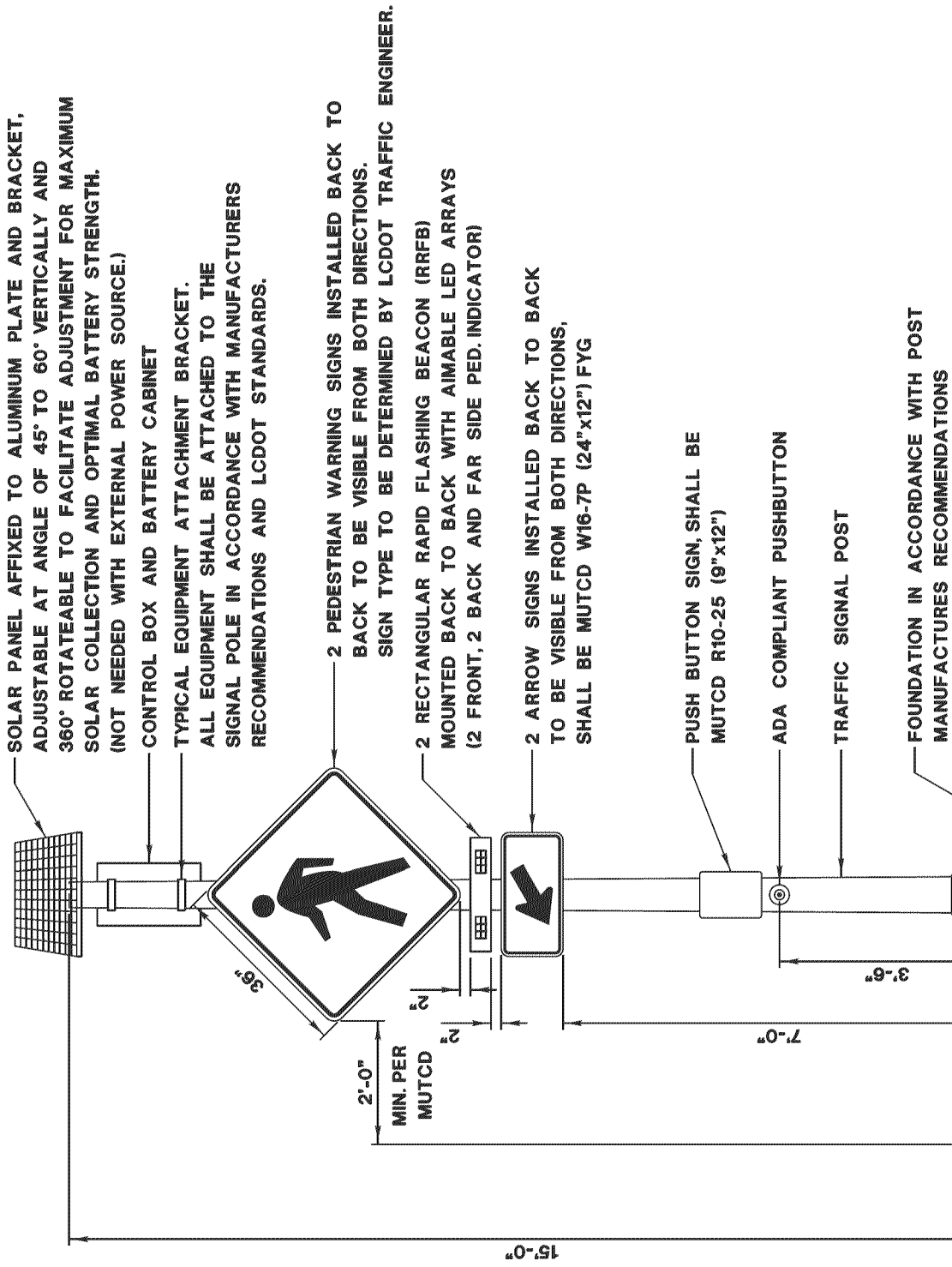




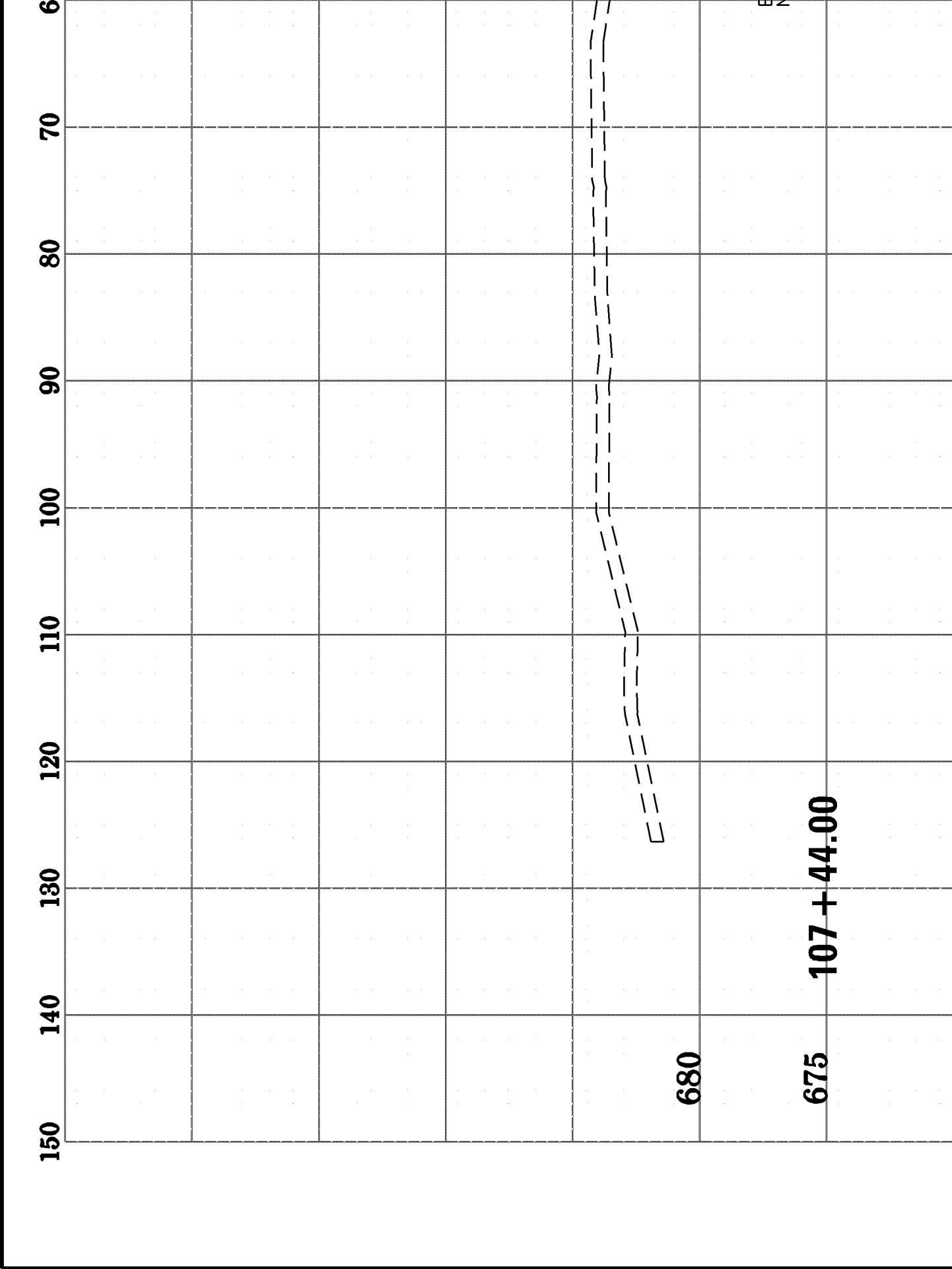
MATCH LINE - STA. 104+00.00



(C) 104+98.0, 38.0' RT



REVISIONS		DATE
Revised	Warning Sign Note	2/25/20
APPROVED BY: MGZ		DATE: 04/24/13
LakeCounty		Division of Transportation
RECTANGULAR RAPID		



6							
70							
80							
90							
100							
110							
120							
130							
140							
150							



Ordinance No. O-2021-65 : Ordinance Authorizing Tree & Stump Removal Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends authorizing the Village Manager to execute a contract with Balanced Environments Inc., for tree and stump removal services for a total amount not to exceed amount of \$50,000, pending review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- Tree Removal Memo (DOCX)
- Tree Removal Ordinance (DOCX)
- RFB 219034 Tree Trimming, Tree Removal, and Stump Removal Bid Tabulation... (PDF)
- Balanced Environments (PDF)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 16, 2021

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Tree and Stump Removal Services

Recommendation

Staff recommends authorizing the Village Manager to execute a contract with Balanced Environments Inc., for tree and stump removal services in the amount of \$45,000 with a \$5,000 Village Manager controlled contingency for a total amount not to exceed \$50,000 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.), pending review and approval of the contract by the Village Attorney.

Background

Due to the August 10th storm and the drought this year Public Works has seen a large uptick in needed tree removals. The Forestry Department estimates 55 plus trees need to be removed with an average diameter of over 26". Staff sought an outside contractor to provide tree and stump removal services required by the Village. The Village of Glenview led a joint bid process in 2019 for tree and stump removal services and the Village of Buffalo Grove is able to hop on the awarded contract in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

These services will be used for annual and as needed tree and stump removal. All tree and stump removals will be scheduled with the contractor. Response to damaged trees as well as broken and hanging limbs caused by storms will continue to be performed by Public Works staff.

Attachment: Tree Removal Memo (O-2021-65 : Tree and Stump Removal Services)

ORDINANCE 2021- _____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH BALANCED ENVIRONMENTS INC., FOR
TREE AND STUMP REMOVAL SERVICES**

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

WHEREAS, the Village is a participant in the Municipal Partnering Initiative (MPI); and

WHEREAS, the Village of Glenview led a competitive procurement process to obtain the best value
for money; and

WHEREAS, the terms of the bid allowed for joint purchase as authorized by the Government Joint
Purchasing Act.

**NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS**, as follows:

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

SECTION 2. The Village Manager is authorized to execute a contract with Balanced Environments Inc.,
pending review and approval by the Village Attorney at a price not to exceed \$50,000 per year in
accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

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
not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Tree Removal Ordinance (O-2021-65 : Tree and Stump Removal Services)

SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022											
Service	Tree Diameter (dbh) Classes	Estimated Total of Trees per year	Estimated Total Diameter (in inches)	Deer Creek, IL 60009		Oak Springs, IL 60050		Oak Springs, IL 60050		Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
				Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total		
Annual Routine Tree Removal Service	1-11"	120	633	\$ 7.00	\$ 4,431.00	\$ 8.00	\$ 5,064.00	\$ 10.75	\$ 6,804.75	\$ 13.00	\$ 9,495.00
	12-18"	80	1,469	\$ 11.00	\$ 16,159.00	\$ 12.00	\$ 17,628.00	\$ 13.50	\$ 19,831.50	\$ 26.00	\$ 38,194.00
	19-26"	40	890	\$ 15.00	\$ 13,350.00	\$ 15.50	\$ 13,795.00	\$ 17.00	\$ 15,130.00	\$ 29.00	\$ 25,810.00
	27-36"	15	435	\$ 22.00	\$ 9,570.00	\$ 22.00	\$ 9,570.00	\$ 25.75	\$ 11,201.25	\$ 38.00	\$ 16,530.00
	36+*	5	215	\$ 26.00	\$ 5,590.00	\$ 25.00	\$ 5,375.00	\$ 27.50	\$ 5,912.50	\$ 40.00	\$ 8,600.00
As-Needed Tree Removal Service	1-11"	64	337	\$ 9.00	\$ 3,033.00	\$ 11.00	\$ 3,707.00	\$ 11.00	\$ 3,707.00	\$ 15.00	\$ 5,055.00
	12-18"	80	1,175	\$ 12.00	\$ 14,100.00	\$ 16.00	\$ 18,900.00	\$ 13.75	\$ 16,156.25	\$ 26.00	\$ 30,550.00
	19-26"	20	445	\$ 16.00	\$ 7,120.00	\$ 20.00	\$ 8,900.00	\$ 20.00	\$ 8,900.00	\$ 29.00	\$ 12,905.00
TOTAL BASE BID GROUP A	27-36"	9	261	\$ 23.00	\$ 6,003.00	\$ 24.00	\$ 6,264.00	\$ 26.00	\$ 6,786.00	\$ 38.00	\$ 9,918.00
	36+*	2	86	\$ 28.00	\$ 2,408.00	\$ 29.00	\$ 2,494.00	\$ 27.75	\$ 2,386.50	\$ 50.00	\$ 4,300.00
				\$	\$ 81,764.00	\$	\$ 91,597.00	\$	\$ 99,263.25	\$	\$ 161,357.00

DECEMBER 31, 2022			
	Unit Price per Crew-Hour	Unit Price per Crew-Hour	Unit Price per Crew-Hour
During normal working hours	\$ 60.00	\$ 135.00	\$ 300.00
Outside normal working hours	\$ 100.00	\$ 210.00	\$ 450.00

Service	Tree Diameter (dbh) Classes	Trunks per year	Diameter (in inches)	Annual			Extended Annual			Annual			Extended Annual		
				Unit Price	per inch	Total	Unit Price	per inch	Total	Unit Price	per inch	Total	Unit Price	per inch	Total
Annual Routine Stump Removal Service	1-11"	180	949	\$ 7.00	\$ 6,643.00	\$ 6.50	\$ 5,168.50	\$ 4.30	\$ 3,080.70	\$ 6.50	\$ 6,168.50	\$ 8.00	\$ 7,592.00		
	12-18"	130	1,902	\$ 7.00	\$ 13,314.00	\$ 6.50	\$ 12,363.00	\$ 4.30	\$ 8,178.60	\$ 6.75	\$ 12,838.50	\$ 8.00	\$ 15,216.00		
	19-26"	30	1,136	\$ 7.00	\$ 7,952.00	\$ 6.50	\$ 7,384.00	\$ 4.30	\$ 4,884.80	\$ 7.50	\$ 8,520.00	\$ 8.00	\$ 9,068.80		
	27-36"	15	459	\$ 7.00	\$ 3,213.00	\$ 6.50	\$ 2,983.50	\$ 4.30	\$ 1,973.00	\$ 7.75	\$ 3,357.25	\$ 8.00	\$ 3,672.00		
	36" +	5	212	\$ 7.00	\$ 1,484.00	\$ 6.50	\$ 1,378.00	\$ 4.30	\$ 911.60	\$ 8.00	\$ 1,696.00	\$ 8.00	\$ 1,696.00		
As-Needed Stump Removal Service	1-11"	100	527	\$ 6.00	\$ 3,162.00	\$ 7.00	\$ 3,689.00	\$ 4.30	\$ 2,256.10	\$ 6.75	\$ 3,557.25	\$ 8.00	\$ 4,216.00		
	12-18"	90	1,316	\$ 6.00	\$ 7,896.00	\$ 7.00	\$ 9,212.00	\$ 4.30	\$ 5,658.80	\$ 7.00	\$ 9,212.00	\$ 8.00	\$ 10,528.00		
	19-26"	25	568	\$ 6.00	\$ 3,408.00	\$ 7.00	\$ 3,976.00	\$ 4.30	\$ 2,442.40	\$ 7.75	\$ 4,402.00	\$ 8.00	\$ 4,544.00		
	27-36"	15	459	\$ 6.00	\$ 2,754.00	\$ 7.00	\$ 3,213.00	\$ 4.30	\$ 1,973.70	\$ 8.00	\$ 3,672.00	\$ 8.00	\$ 3,672.00		
	36" +	5	212	\$ 6.00	\$ 1,272.00	\$ 7.00	\$ 1,484.00	\$ 4.30	\$ 911.60	\$ 8.25	\$ 1,749.00	\$ 8.00	\$ 1,696.00		
TOTAL BASE BID GROUP B				\$ 51,098.00	\$ 51,851.00	\$ 33,281.30	\$ 55,372.50	\$ 61,920.00							

	Unit Price per Crew-Hour	Unit Price per Crew-Hour	Unit Price per Crew-Hour
DECEMBER 31, 2022			
During normal working hours	\$ 80.00	\$ 65.00	\$ 130.00
Outside normal working hours	\$ 100.00	\$ 125.00	\$ 165.00
			\$ 150.00
			\$ 200.00

GROUP C – TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022							
Service	Tree Diameter of Trees per (dbh) Classes	Estimated # year	Estimated Total Diameter (in inches)	Unit Price		Extended Annual	
				per inch	Total	per inch	Total
Annual Routine Tree Trimming	1-11"	500	1,600	\$ 2.25	\$ 3,600.00	\$ 2.10	\$ 3,360.00
	12-18"	500	5,000	\$ 2.60	\$ 13,000.00	\$ 2.50	\$ 12,500.00
	19-26"	400	6,000	\$ 3.00	\$ 18,000.00	\$ 2.90	\$ 17,400.00
As-Needed Tree Trimming	1-11"	800	250	\$ 3.75	\$ 3,000.00	\$ 3.00	\$ 2,400.00
	12-18"	250	2,500	\$ 4.00	\$ 10,000.00	\$ 3.50	\$ 8,750.00
	19-26"	200	3,000	\$ 4.00	\$ 12,000.00	\$ 3.90	\$ 11,700.00
TOTAL BASE BID GROUP C					\$ 59,600.00	\$ 56,110.00	\$ 97,385.00
							\$ 182,400.00

EMERGENCY TREE TRIMMING FROM JANUARY 1, 2020 TO DECEMBER 31, 2022			
	Unit Price per Crew-Hour	Unit Price per Crew-Hour	Unit Price per Crew-Hour
	\$ 55.00	\$ 65.00	\$ 180.00
During normal working hours		\$ 125.00	\$ 135.00
Outside normal working hours	\$ 100.00		\$ 195.00
			\$ 165.00
			\$ 450.00
			\$ 300.00

TOTAL OF ALL BASE BIDS (GROUPS A-C)	\$	197,462.00	\$	199,558.00	\$	220,512.30	\$	231,660.75	\$	405,677.00
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ALTERNATE BID ITEM
GROUP D - TREE ASSESSMENT/ANNUAL SURVEY FROM JANUARY 1, 2020
TO DECEMBER 31, 2022

DISCOUNTS - ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE	Will Contractor utilize space at Glenview's facility to store equipment overnight?	320			Labor per working hour for the assessment of the pre-designated section			Excessed hours									
		Y/N	Annual Discount	Total	Y/N	Annual Discount	Total	Y/N	Annual Discount	Total							
	No	N/A		\$ 90.00	\$ 28,800.00		\$ 85.00	\$ 27,200.00		\$ 50.00	\$ 15,600.00		\$ 95.00	\$ 30,400.00		\$ 100.00	\$ 32,000.00

REQUEST FOR BIDS

RFB # 219034

BID DOCUMENTS AND SPECIFICATIONS TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES



The Village of •
Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that separate sealed bids will be received in the Purchasing Division Office, Glenview Village Hall, Administrative Services Department, 2500 East Lake Avenue, Glenview, IL 60026 until 2:00 p.m. local time on November 7, 2019, and then at said office publicly opened and read aloud for the following:

RFB NO: 219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES

Scope of work will include tree trimming, tree removal and stump removal services.

Plans, specifications and bid forms may be obtained at Administrative Services Department, Glenview Village Hall, 2500 East Lake Ave, Glenview, Illinois, 60026, or by calling (847) 724-1700.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: October 24, 2019
Erika Smith
Budget & Purchasing Manager

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION: #219034
BID OPENING DATE: November 21, 2019
TIME: 2:00 P.M. Local Time
LOCATION: Admin. Services

COPIES: One (1) original & one (1) electronic copy
(flash drive only, NO EMAIL)

REQUEST FOR BID INFORMATION

Company Name: Balanced Environments Inc
Address: 17950 W IL Rt 173
City, State, Zip Code: Old Mill Creek IL 60083

PRICING TABLE

GROUP A – TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (In inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Removal Service	1-11"	120	633	\$ 10.00	\$ 6,330.00
	12-18"	80	1,469	\$ 16.00	\$ 23,504.00
	19-26"	40	890	\$ 17.00	\$ 15,130.00
	27-36"	15	435	\$ 19.00	\$ 8,265.00
	36"+	5	215	\$ 23.00	\$ 4,945.00
As-needed Tree Removal Service	1-11"	64	337	\$ 10.00	\$ 3,370.00
	12-18"	80	1,175	\$ 16.00	\$ 18,800.00
	19-26"	20	445	\$ 17.00	\$ 7,565.00
	27-36"	9	261	\$ 19.00	\$ 4,959.00
	36"+	2	86	\$ 23.00	\$ 1,978.00
TOTAL BASE BID GROUP A					\$ 94,846.00

*Unit Prices include all labor, equipment, and materials cost.

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 195.00
Outside Normal Working Hours	\$ 210.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

GROUP B – STUMP REMOVALS (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (In Inches)	Unit Price per Inch*	Extended Annual Total
Annual routine stump removal service	1-11"	180	949	\$ 4.30	\$ 4080.70
	12-18"	130	1,902	\$ 4.30	\$ 8178.60
	19-26"	50	1,136	\$ 4.30	\$ 4884.80
	27-36"	15	459	\$ 4.30	\$ 1973.00
	36"+	5	212	\$ 4.30	\$ 911.60
As-needed Stump Removal Service	1-11"	100	527	\$ 4.30	\$ 2266.10
	12-18"	90	1,316	\$ 4.30	\$ 5658.80
	19-26"	25	568	\$ 4.30	\$ 2442.40
	27-36"	15	459	\$ 4.30	\$ 1973.70
	36"+	5	212	\$ 4.30	\$ 911.60
TOTAL BASE BID GROUP B					\$ 33,281.30

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 130.00
Outside Normal Working Hours	\$ 140.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

GROUP C – TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (In Inches)	Unit Price per Inch*	Extended Annual Total
Annual Routine Tree Trimming	1-7"	500	1,600	\$ 4.15	\$ 6,640.00
	8-15"	500	5,000	\$ 4.75	\$ 23,750.00
	15"+	400	6,000	\$ 5.20	\$ 31,200.00
As-needed Tree Trimming Request	1-7"	250	800	\$ 4.15	\$ 3,320.00
	8-15"	250	2,500	\$ 4.75	\$ 11,875.00
	15"+	200	3,000	\$ 5.20	\$ 15,600.00
TOTAL BASE BID GROUP C					\$ 92,385.00

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 180.00
Outside Normal Working Hours	\$ 195.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

TOTAL OF ALL BASE BIDS (GROUPS A-C)	\$ 220,512.80
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ALTERNATE BID ITEM

GROUP D – TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP D – TREE ASSESSMENT/ANNUAL SURVEY) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Estimated Hours	Unit Price	Total
Labor per working hour for the assessment of the pre-designated section	320	\$ 50	\$ 16,000.00

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

DISCOUNTS - ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Glenview	Yes	Yes ☐ No ☒	_____ %

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % 30 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either, Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Signature] Company Name: Balanced Environments Inc
 Typed/Printed Name: Leo Mendoza Date: 11/20/19
 Title: Tree Division Manager Telephone Number: (847) 395-7120
 E-mail: lmendoza@balancedenvironments Fax Number: (847) 838-6750
inc.com

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

PROJECT SPECIFICATIONS

1. **GENERAL AND BACKGROUND INFORMATION – VILLAGE OF GLENVIEW**

The Village of Glenview, hereafter referred to as the "Village", was incorporated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village's Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31.

2. **INTENT**

The Village is seeking a reputable contractor ("Contractor") to provide tree removal services, stump removal services, and tree trimming service. All of these services will take place in the Village.

3. **BID PRICE**

The Village is requesting pricing for three groups of work: Group A – Tree Removal Services, Group B – Stump Removal, and Group C – Tree Trimming Services. Bidders are required to submit pricing for all Groups within the Village.

Group A – Tree Removal Services pricing consists of a base bid for tree removal services by the diameter size of the tree at breast height (dbh) in a selected section. Group A also requests pricing for Emergency Services for Tree Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group B – Stump Removal Services pricing consists of stump removal by the diameter size of the stump (dbh). Group B also requests pricing for Emergency Services for Stump Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group C – Tree Trimming Services pricing consists of tree trimming service per tree in a selected section. Group C also requests pricing for Emergency Services for Tree Trimming, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Unit pricing shall be all-inclusive of all transportation, handling, equipment, labor, material, disposal costs and any other costs required to fulfill the Scope of Work as identified herein. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

4. **AWARD**

An award shall be made based on the total of the Groups A through C to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein. Bidders shall provide pricing for all Groups.

The Village reserve the right to award in part or in whole, not to award any portion or Group of the bid, or to award by Group to multiple contractors, whatever is deemed to be in the best interest of the Village.

No work shall be awarded to a Bidder that is in arrears or is in default to the Village for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village, or that has failed to perform satisfactorily any previous contract with, or work for, the Village.

5. **TERM**

The initial term of the contract shall be for three (3) years from the date of award. The Village reserves the right to renew this contract for two (2) additional one (1) year periods or an additional two (2) year period, subject to acceptable performance by the Contractor. At the end of any contract term, the Village

reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

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

6. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Village reserve the right to reject a proposed price increase and terminate the agreement.

7. SCOPE OF WORK

See pages 17-28 of this RFB.

8. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for the Village. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the Village, nor shall the Village pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Village detailing the services the Contractor provided to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of the Village. The Village shall make payments in accordance with the Local Government Prompt Payment Act.

The Contractor shall submit an invoice for each Tree Removal and Tree Pruning List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. The Contractor shall not submit invoices prior to completion of work, and the Village will not authorize payment (including partial or pre-payments) for incomplete work. Invoices shall include charges for work orders depicted on each list.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Glenview
Public Works Department
2498 East Lake Avenue
Glenview, IL 60026

9. CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)

DATE	ACTIVITY
October 24, 2019	Bid sent to potential bidders and advertised on the Village's website. Please confirm that you have received via email to Erika Smith at purchasing@glenview.il.us .
October 31, 2019	Last day to submit questions and requests for clarification.
November 1, 2019	Addendum issued if necessary
November 7, 2019	Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened One (1) original (clearly identified), and one (1) electronic copy of the complete/signed bid by November 7, 2019 before 2:00 P.M. CST, to: Purchasing Division Village of Glenview 2500 East Lake Ave. Glenview, IL 60026 RFB # 219034 RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES
TBD	Recommendation to the Village Board of Trustees
TBD	Implementation Date

10. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 4:00 P.M. on October 31, 2019**.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

2. RESPONSIVE BID

- A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- B. Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

3. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Village further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Village reserves the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

4. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

5. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Glenview is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

6. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, "Village Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to

disqualify any bidder found to have contacted Village Personnel in any manner with regard to the Project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

7. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village requires all Bidders, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and the Village, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the Village official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village to take appropriate measures to ensure the fairness of the bidding process.

The Village requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

8. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein)
- Experience
- Submittal of required documentation

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Village. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Village during the extended term of this Agreement.

Bidder and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Village with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

10. **MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village's Board of Trustees.

11. **PREVAILING WAGE**

All contracts, for work herein are subject to the provisions of Labor Standards Provisions Applicable to Contracts Covering as required under the Illinois Revised Statutes. (1987, Chapter 48, Paragraph 39S-1 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed General Wage Decision prior to the date of the contract shall be in force for the duration of the contract.

12. **CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)**

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

13. **CHANGE ORDERS**

The Village believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- C. Detailed written Requests for Change Orders must be submitted to the Purchasing Agent. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Agent.

- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

14. RESPONSIBILITY OF BIDDER

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

15. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Village.

16. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

17. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Villages, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

18. CHANGE IN STATUS

The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

19. TERMINATION

The Village reserve the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Village shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

20. TERMINATION FOR DEFAULT

The Village reserve the right to immediately terminate this Agreement with written notification for default.

Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Village, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

21. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Village reserves the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

22. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village is required.

Failure to identify subcontractors could result in disqualification.

23. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village's Procurement Policy at <https://glenview.il.us/government/Pages/Purchasing.aspx>. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Village's Purchasing Division within three (3) business days of award. This notice should include the title of the requirement, the request for bid number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

24. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Village and Contractor, the Village's Project Specifications, the Village's General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

25. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

26. PROPERTY OF THE VILLAGE

All documents, findings and work products shall become the property of the Village upon payment for services rendered.

27. ON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the

Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

28. RESERVATION OF RIGHTS

The Village reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the bids.

29. NON APPROPRIATIONS

The Village reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Village.

30. COMPETENCY OF BIDDER

If requested in writing by the Village, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

31. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Village.

32. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Village. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

33. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

34. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by Facilities Manager or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Director of Public Works or his/her designee to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Director of Public Works or his/her designee if such is the case.

35. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

36. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
- ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

37. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

38. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

39. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Village will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

40. FIELD MODIFICATIONS

A field modification is written by the Village to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

41. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of a Notice to Proceed and purchase order.

42. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Village before the final voucher on the contract is issued.

SCOPE OF WORK

1. **OVERVIEW**

The work shall consist of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. Bids shall be comprehensive for each area of work:

- Group A – Tree Removal
- Group B – Stump Removal
- Group C – Tree Trimming
- Group D – Tree assessment/annual survey

2. **CONTRACT MANAGER**

All work performed in the Village will be under the direct supervision of the Director of Public Works or his/her designee. The designee for this project is: Dave Battaglia, Superintendent, dbattaglia@glenview.il.us, 847-904-4522. In this SCOPE OF WORK section, the CONTRACT MANAGER refers to the Director of Public Works (or his/her designee) for all work that takes place in the Village.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the CONTRACT MANAGER (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the CONTRACT MANAGER.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1)
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day (December 25)

The CONTRACT MANAGER reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the CONTRACT MANAGER and the Contractor to schedule work at specific times in order to alleviate safety concerns.

Equipment Storage: The Village shall allow the Contractor to store equipment at the Public Works Service Center at 2498 East Lake Avenue, Glenview.

Debris Staging: The Contractor must receive approval from the CONTRACT MANAGER prior to debris staging at the public works facility.

3. **GROUP A - TREE REMOVAL**

The Village is broken up into six geographic areas for tree removals. The goal is to remove all trees that are submitted by the Village to the Contractor from one section annually. The scope of work is for tree removal in the designated section, as-needed non-emergency requests, and emergency services for the Village. The Village shall request tree removal on an on-going basis, typically, monthly.

The proposed scope of work will include the following:

- Tree removal and cleanup
- Provide emergency services for tree removal, as needed
- Site cleanup and disposal of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Tree Removal

Every month of this agreement, the CONTRACT MANAGER will notify the Contractor of the upcoming schedule for that month with regard to trees that need to be removed from that year's pre-designed section. If a tree removal list from the pre-designed section is provided by the CONTRACT MANAGER, work shall be completed within 25 business days from the list being provided. The average monthly routine tree removal list from the Village contains 28 trees.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove trees within the specified timeframe could result in termination of this Agreement. The average monthly as-needed tree removal list from the Village contains 14 trees.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

Measurement of Parkway Trees

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree (dbh). In cases of multi-stemmed trees whose crotch is 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the crotch. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be the considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

B. Tree Removal

Before removal, the Contractor must verify that the tree is both tagged and corresponds accordingly to the removal list issued by the Village. Tree Removal Lists will contain the street name, numbered address, and diameter and a minimum of five (5) trees to be removed shall be provided to the Contractor. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level.

Work locations will include, but is not limited to, streets, medians and parks throughout the Village. If there are questions of ownership of a tree, the Contractor shall contact the CONTRACT MANAGER to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of the Contractor.** Tree removal services shall include, but is not limited to the following:

- All removals shall be done per the American National Standards Institute Standard ANSI Z-133 (2012), ANSI A300 (2008) or as amended.
- Cut off the tree at four inches above ground and remove all branches below.
- The Contractor will comply with all applicable OSHA (OSHA 29 CFR Part 1926) and other applicable federal and state regulations when removing trees.
- The Contractor shall not use the practice of 'flopping' trees.
- All trees shall be 'limbed out' prior to the final cutting of the trunk.
- Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- Remove trees and stumps in one area before moving to another area of the Village.

- All debris collected shall be removed immediately and dumped at the designated dumpsite
- All designated trees (stern) must be removed within twenty-five (25) business days after the Contractor has received a list from the Village. The average total monthly tree removal list from the Village contains about 42 trees. Failure to remove trees within the specified timeframe could result in termination of this Agreement.

C. Emergency/Disaster Services

During emergencies, or disaster situations, parkway trees may require immediate removal or pruning to ensure public safety (i.e. tornados, wind storms, severe thunder storms, lightning strikes, etc.). If such conditions exist, the CONTRACT MANAGER will notify the Contractor that emergency measures are being implemented. Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. When requesting emergency/disaster services the Contractor shall provide, at minimum, a three (3) man crew with one chipper truck, chipper and one aerial truck. In addition, the Contractor may be called upon to provide two log grapple loaders if deemed necessary by the CONTRACT MANAGER.

The emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the CONTRACT MANAGER. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday – Friday 7:00am – 5:00pm. Payment will be made for all hours worked at the site.

D. Travel Time/Trip Charge

In the event that the Contractor is required to respond to an emergency/disaster situation, hours spent traveling to and from the Contractor's location to the Village (portal to portal) **shall not be considered billable**. Payment for Emergency/Disaster Services will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work during the emergency/disaster, which is required by the CONTRACT MANAGER and is essential for the authorization of payment.

E. Posting of No Parking Signs

The Contractor shall examine the area surrounding the tree(s) to be removed and determine, in sufficient time prior to initiating the work on each removal list, whether temporary 'No-Parking' signs are necessary to allow access to tree(s). The Contractor shall contact the CONTRACT MANAGER to obtain the appropriate signage from the Village, and the Contractor shall post the signs as necessary. 'No-Parking' signs must be displayed for a minimum of 72 hours prior to enforcement. The Contractor shall remove all signs upon completion of work in that area.

F. Debris Disposal & Clean-up

The Contractor shall clean up each site including the removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. This shall include removal and disposal from the site of all debris at the end of each day's operation. All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village. Also, any other debris that would interfere with mowing is to be removed and properly disposed. Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including sight-line obstructions, to motor vehicles and pedestrians. Brush and limbs shall not be stored overhanging any street pavement, driveway or sidewalk. **NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER.** Violation may result in the termination of this Agreement between the Contractor and the Village.

Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage.

The Contractor is responsible for restoring the site to its original state prior to the commencement of work. Contractor shall repair divots and ruts created by fallen limbs or equipment with black dirt and grass seed.

All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site.

The Village shall NOT allow disposal of debris at their facilities. Violations could result in termination of this Agreement.

4. **GROUP B - STUMP REMOVAL**

The Village is broken up into six geographic areas for stump removals. The goal is to remove all stumps that are submitted by the Village from one section annually. The scope of work is for tree stump removal in a designated section, as-needed non-emergency request and emergency services for the Village. The Village shall request stump removal on an on-going basis, typically, monthly.

The scope of work shall include the following:

- Stump removal
- Backfilling & Site Clean-up as indicated by each the Village herein
- Dispose of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Stump Removal

Every month of this agreement, the CONTRACT MANAGER will notify with the Contractor on the upcoming schedule for that month with regard to stumps that need to be removed from that year's pre-designed section. Work shall be completed within 25 business days of the initial request. The average monthly stump removal list from the Village contains about 29 stumps.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove stumps within the specified timeframe could result in termination of this Agreement. The average monthly as-needed stump removal list from the Village contains 5 stumps.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

B. Stump Removal

Stump removal shall include, but is not limited to the following:

- All stumps shall be surveyed for underground utilities prior to removal.
- Stumps shall be ground to a depth of 8" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the CONTRACT MANAGER and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree to make room for future tree planting.
- All surface roots within a six (6) foot radius of the center of the stump shall be removed.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- Stump grindings shall be immediately disposed of by the Contractor.
- All stumps must be removed within twenty-five (25) business days after a stump list has been submitted to the Contractor by the CONTRACT MANAGER. The average monthly stump removal list from the Village contains about 34 stumps. Failure to remove stumps within the specified timeframe could result in termination of this Agreement.

A. Backfilling & Site Clean-up

Backfilling & site clean-up work shall include, but is not limited to the following:

- Within 48 hours after grinding (removal) the stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the work site, and complete the backfilling operation.
- The Contractor shall backfill the site with topsoil and seed immediately after removing the stump, unless otherwise directed by the Village to lay sod.
- Stump-grinding and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, Contractor shall re-trim the tree to arborist standards to minimize long-term damage.
- All debris shall be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village. Also, any other debris that would interfere with mowing is to be removed and properly disposed of.
- Disposal of grinding debris generated by work described in this contract shall be the responsibility of the Contractor.
- The Contractor shall supply their own topsoil which has received the prior approval from the Village.
- The topsoil shall be properly leveled and compacted to ensure a minimum amount of settlement of the backfill material.
- In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety.
- Stump grindings (woodchips) and debris shall not be used as backfill material.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of stump grindings is the responsibility of the Contractor. Violations could result in termination of this Agreement.

5. GROUP C – TREE TRIMMING

This section defines the services required if the Village requests tree-pruning work on Public Right-of-Ways, to be completed over a twelve (12) month period from January to December. This section is for annual tree trimming and additional non-emergency removal and pruning that is not part of the Village's scheduled pruning program. Additional non-emergency tree pruning may be needed throughout the year to address unsafe conditions, overhang onto the sidewalk, resident's requests, and such.

This section also encompasses pricing for emergency tree trimming where parkway trees may require immediate pruning to ensure public safety.

A. Scheduling of Work**Annual Routine Tree Trimming**

Every month of this agreement, the CONTRACT MANAGER will notify the Contractor on the upcoming schedule for that month with regard to trees that need to be trimmed from that year's pre-designed section. Work shall be completed within 25 business days of the initial request. The average monthly tree trimming list from the Village contains 117 trees.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to complete the request within the specified timeframe could result in termination of this Agreement. The average monthly as-needed tree trimming list from the Village contains 58 trees.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday

through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

B. Pruning Operations

Pruning operations shall include, but are not limited to the following:

1. **Cleaning** – Cleaning shall be conducted and completed before beginning clearance and structural pruning.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

Suckers and water sprouts located within the canopy of a parkway tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

At the base of each parkway tree, any dead, dying, diseased, broken branches and water sprouts shall be removed.

2. **Clearance** – Remove branches to obtain an eventual clearance of fourteen (14) feet on the street side of the tree and eight (8) feet on the sidewalk or pedestrian side of the tree. All pruning cuts shall be made with respect to the integrity of each parkway tree. Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned. Remove branches to obtain an eventual clearance of ten (10) feet over buildings, houses and garages.

In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), eight (8) and ten (10) feet respectively in order to achieve necessary clearances.

Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

3. **Structural** – The pruning and thinning of branches shall result in an even distribution of secondary and tertiary branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch.

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a dbh greater than 12 inches,

the contractor shall contact the CONTRACT MANAGER to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches dbh. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a parkway tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

4. **Mature Trees** – Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

Remove all dead, dying and diseased branches that are one (1) inch in diameter or greater.

Majority of pruning cuts shall occur on tertiary and quaternary branches. No interior live and healthy branches greater than four (4) inches diameter shall be removed. Live and healthy branches that are a 1/3 the diameter of the trunk and greater shall not be removed without approval from the CONTRACT MANAGER.

5. **Pruning Cuts & Tools** – Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub. This will result in the slow movement of decay, preservation of the branch protection zone and a branch wound that can successfully begin normal callus and woundwood formation.

When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

"Flush" pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not "dog ear" ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, loppers, hand saws, pole saws and chainsaws.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the CONTRACT MANAGER injure the tree.

6. **Emergency Limb Removal Services** – In addition to trimming trees on a per ticket basis, the Village may also need emergency services. The services could include tree trimming services to address any threats to right of way accessibility and overall public safety due to hazardous trees/conditions.

Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. Provide a 24-hour emergency telephone number to contact a representative in case of emergency. When requesting emergency/disaster services the Contractor shall provide, at minimum, a two (2) man crew with one chipper truck, chipper and one aerial truck.

7. **Site Clean-up and Disposal of Debris** – The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of all debris is the responsibility of the Contractor.

The Contractor will be responsible for any/all repair costs if repairs are needed after completion of requested tree pruning. All debris from trees which may not have been acceptably or sufficiently pruned initially, and which require additional pruning or other work prior to payment, shall be cleaned up and disposed of by the Contractor. In the event of snow, debris must be immediately cleaned up so it does not interfere with Village snow plowing operations.

6. GROUP D – TREE ASSESSMENT/ANNUAL SURVEY (ALTERNATE BID ITEM)

The Village is broken up into six geographic areas for tree removals. The goal is to assess and recommend what trees need to be removed or trimmed in that designated section every year.

The proposed scope of work will include the following:

- **Address/Location**—Identify the location of each tree and stump sites by the following attributes.
 - Address. House address.
 - On Street. The street on which the tree is physically located.
 - Side. The side of the house on which the tree stands in relation to the physical address.
- **Overall Condition Rating**— A general note on the health of the tree. Signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests are all considerations in the assessment of tree condition.
 - Good. A good tree shows no major problems.
 - Fair. A fair tree has minor problems that may be corrected with time or corrective action.
 - Poor. A poor tree has major problems that are irrecoverable.
 - Dead. A dead tree shows no sign of life.
- **Recommendation** – After providing a condition rating to a tree in the designated section, the Contractor will provide a recommendation to the Village regarding actions that should be taken.
 - Removed. A tree that has a poor or dead condition rating.
 - Trimmed. A tree that is overgrown and needs trimming maintenance
 - No action. A tree that received a fair or good condition rating.

A. Scheduling of Work

Tree Assessment

The Contractor will submit a report for each month that the Contractor is assessing trees in the pre-designed section. The Contractor will submit the report to the CONTRACT MANAGER with their list of recommendations from that month of assessments with regard to trees that need to be removed or trimmed from that year's pre-designed section. After the list has been received by the CONTRACT MANAGER, Village staff will confirm which trees need to be removed or trimmed and provide a final list to the Contractor.

7. **CONTRACT REQUIREMENTS**

A. Coordination and Reporting

The Contractor must appoint a single point of contact for communications and coordination with the CONTRACT MANAGER. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

The CONTRACT MANAGER shall be notified prior to any work being done via the weekly report described below. If any changes to this report occur, it is the Contractor's responsibility to notify him/her prior to conducting the work. Also, if traffic will be impacted, notification shall be provided to the Village's Police Department and Public Works Department no less than 72 hours prior to work starting. If "No Parking" signs are necessary, the Contractor shall contact the CONTRACT MANAGER or his/her designee to obtain these signs and post them as needed. Signs must be posted 72 hours prior to enforcement and the Contractor will remove all signs upon completion.

The Contractor shall be responsible for making arrangements with the appropriate utility during the removal of any trees or stumps that may be a hazard. The utility companies shall be notified within 72 hours prior to work being conducted. This can be done by calling JULIE at 1-800-892-0123. The Contractor shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners.

A status report indicating the trees worked on the week prior and the trees planned for the current week shall be provided to the CONTRACT MANAGER weekly. The weekly report shall also indicate any issues that the crews have experienced in the field as well as any work planned that was not accomplished.

2. Equipment & Materials Needed

All equipment and materials needed shall be provided by the Contractor. The equipment and materials include, but are not limited to, the following:

- Aerial Lift
- Wood Chipper
- Log Loader
- Front End Loader
- Semi-trailer
- Dump Truck
- Arrow Board
- Stump Grinder
- Top soil and seed to fill the hole remaining from tree or stump removal

All equipment, parts, or components not specifically mentioned in these specifications and are necessary to provide a complete tree pruning or tree removal service, shall be furnished by the Contractor. All equipment and vehicles shall have the Contractor name located on it, be maintained to provide a clean and mechanically sound image, and be approved by the Village. In addition all products must meet applicable federal, state, and local safety standards.

Please include a list of Equipment own with your bid submission.

C. Project Submittals

The Contractor must submit the following information for review with bid submissions. Failure to submit the following will result in disqualification of bid:

1. **Equipment Documentation** – the Contractor shall provide make, model, age, license number and vehicle identification number (VIN) for all equipment that will be associated with this contract. Equipment documentation shall also include a description of what the vehicle or equipment is used

for (e.g., Ford F-550 – which has been outfitted and used as an aerial lift).

FAILURE TO PROVIDE A LIST OF EQUIPMENT COULD RESULT IN DISQUALIFICATION AND NO FURTHER CONSIDERATION FOR AWARD.

2. **ISA Arborist Certification Number** – the Contractor shall provide the ISA certification number and classification type for all supervisory employees that may be associated with this contract.
3. **IDOA EAB Compliance Agreement** – the Contractor shall provide a fully-executed copy of their State of Illinois Emerald Ash Borer Compliance Agreement.

D. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of debris is the responsibility of the Contractor.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the CONTRACT MANAGER has granted specific permission. Violation may result in the termination of this Agreement between the Contractor and the Village.

Wood and Debris Removal – Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the CONTRACT MANAGER has granted specific permission. Violation may result in the termination of this Agreement between the Contractor and the Village.

Any ash debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDOA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

Any walnut debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDA) and under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus judlandis*) , pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

With the exception of ash and walnut debris, the Contractor can choose to take the debris if desired.

E. Safety Standards

In performance of this contract, the Contractor will comply with all applicable Federal, State and local laws and regulations, including the following:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard, ANSI Z-133.1 (2006), and

ANSI A300 (2008) or as amended.

2. Proper flag people, warning signs, barricades, and /or other protective devices must be provided by the Contractor. Traffic control shall be in compliance with the Manual of Uniform Traffic Control Devices and IDOT Standard Specifications, Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the CONTRACT MANAGER.
3. During activity along municipal streets, the Contractor shall have the responsibility to block the street at each intersection, using proper signage and barricades to prevent any motorized vehicle from entering. The Contractor shall have the responsibility of notifying the CONTRACT MANAGER and both the Village's Police and Fire Departments prior to closure of any municipal street. When pruning trees along State or County Roadways, the Contractor must obtain any applicable permits from the appropriate authority. Normally, the road cannot be completely blocked off.
4. During pruning operations, sidewalks shall be properly barricaded and closed to the satisfaction of the CONTRACT MANAGER. More importantly, within school zone areas and other areas where many children are present, such as around day camps or day care, pruning shall not take place during normal commuting hours. Tree pruning shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer camps or day care. The CONTRACT MANAGER shall provide the Contractor with appropriate information regarding the areas and times of these activities.

F. Damage & Protection of Public & Private Property

The Contractor is responsible for any damage to public or private property caused by the Contractor's operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the Contractor is also responsible for documenting the conditions of the work site, including public and private property, prior to commencing work. The Contractor shall notify the CONTRACT MANAGER or their designee of any damage that exists prior to beginning work.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The Contractor's vehicles shall be located on the paved surface of the public street and will not use private driveways or block any public sidewalk. The Contractor will be responsible to repair or replace any pavement of sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the contractor shall use 3/4" thick or thicker plywood under tires of any equipment driven on the parkway. The Village Manager or their designee shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed Right-of-Entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

The Contractor shall resolve any claims for damage with the property owner within 10 days after the damage occurs. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the property owner and the Village, the Village reserves the right to repair or replace that which was damaged and deduct this cost from any payment due to the Contractor. In addition, the Village reserves the right to repair/replace any pavement surface or sidewalk damage caused by the Contractor and deduct those costs from any payment due to the Contractor.

G. Compliance Agreements – Illinois Department of Agriculture

1. Emerald Ash Borer (EAB)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDOA) and under the EAB Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The Contractor shall furnish a copy of signed IDOA EAB Compliance Agreement to the Village, following

all provisions pertaining to the proper disposal of ash debris and movement of IDOA defined regulated articles within quarantine zones. The Contractor shall abide by any modifications to IDOA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village and shall become the Contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under NO circumstances shall logs from ash trees be left for homeowners.

2. Thousand Cankers Disease

Any handling of walnut (*Juglans* spp.) tree material must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex, (*Geosmithia morbida* and *Pityophthorus judlandis*) pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et.seq).

The Contractor shall furnish a copy of signed IDA Thousand Cankers Disease Compliance Agreement to the Village, following all provisions as set forth. The Contractor shall abide by any modifications to IDA Thousand Cankers Disease regulations, including the Compliance Agreement and any state and/or federal quarantine zones established.

All walnut tree material shall be removed from the Village and shall become the Contractor's responsibility to ensure handling of tree materials adheres to State statutes and local ordinances. Any walnut materials that appear suspect of TCD infestation shall be reported to the Department of Agriculture. Under NO circumstances shall unprocessed woody material from walnut trees be left for homeowners.

8. APPROXIMATE QUANTITIES

Table 1. Approximate Inventory of Trees for Glenview

Tree Type	Glenview
Total Tree Population	
1-18"	26,110
19-36"	4,056
37"+	144
TOTAL	30,310

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. When the following box is checked - ☐ any general aggregate limit shall apply per project;
- f. Liability arising from premises and operations;
- g. Liability arising from the actions of independent contractors;
- h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@glenview.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.
2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor

or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

2. WARRANTY

- A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

4. EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Village.

5. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior **written** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

14. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 6.1 A performance bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Village as security for the faithful performance of the Village's contract; and
- 6.2 A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Village.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

15. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

17. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but

shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

18. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or his/her designee within 12 hours.

**LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS FOR
VILLAGE OF GLENVIEW - STATE OF ILLINOIS**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor

and each subcontractor of the revised rate."

- 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
 - 4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
 - 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
 - 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2017%20Rates/Cook.pdf>

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Racine
 Address: 730 Washington St
 City, State, Zip Code: Racine WI 53403
 Contact Person/
 Telephone Number: (262) 636-9143 Monica Santos
 Dates of Service/Award
 Amount: July 2019 \$22,264.00 September 2019 \$18,588.75

Municipality: City of Joliet
 Address: 1203 Cedarwood Dr
 City, State, Zip Code: Joliet IL 60435
 Contact Person/Telephone
 Number: 815-724-3650 Jim Tieber
 Dates of Service/Award
 Amount: June 2019 \$17,500.00

Agency: Motorola - CBRE
 Address: 1301 E Algonquin Rd
 City, State, Zip Code: Schaumburg IL 60196
 Contact Person/
 Telephone Number: (847) 875-1940 Geno Frutiger
 Dates of Service/Award
 Amount: May 2019 \$36,725.00 \$25,296.00

Agency: Berger Asset Management
 Address: 8601 W Bryn Mawr Ave Suite 112
 City, State, Zip Code: Chicago IL 60631
 Contact Person/
 Telephone Number: (312) 822-60631 Jonathan Berger
 Dates of Service/Award
 Amount: June 2018 \$43,500.00

Agency: Oak Brook Colony
 Address: 25719 Williamsburg Court
 City, State, Zip Code: Oak Brook IL 60523
 Contact Person/
 Telephone Number: (630) 964-2115 Lorna M. Brasseaux
 Dates of Service/Award
 Amount: Nov 2019 \$20,495.00

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

DISQUALIFICATION OF CERTAIN BIDDERS

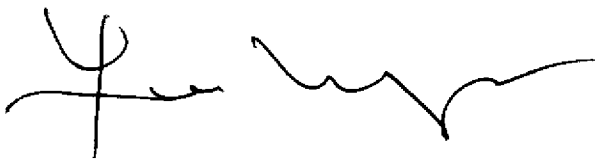
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

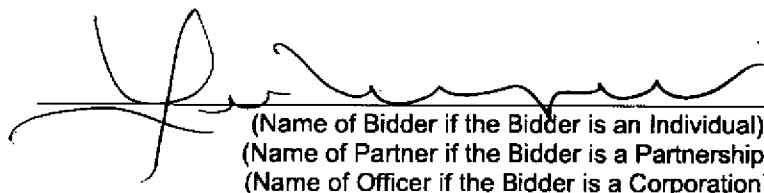


Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

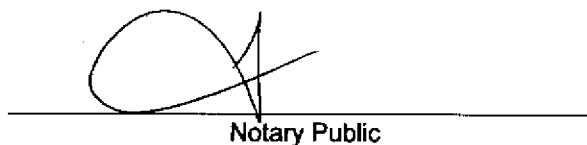
ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

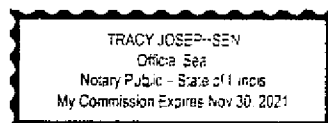
Leo Mendoza, being first duly sworn,
deposes and says that he is Tree Division Manager, officer
(Partner, Officer, Owner, Etc.)
of Balanced Environments Inc.
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.


(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 5th day of November, 2019


Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

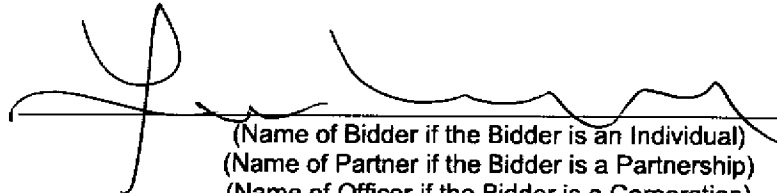
Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

CONFLICT OF INTERESTLeo Mendora

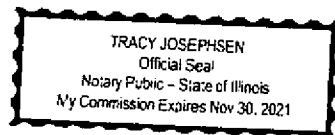
, hereby certifies that

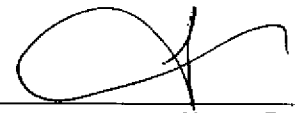
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.


 (Name of Bidder if the Bidder is an Individual)
 (Name of Partner if the Bidder is a Partnership)
 (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
 Subscribed and Sworn to this 5th day of November, 2019




 Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

TAX COMPLIANCE AFFIDAVIT

Leo Mendoza, being first duly sworn,
 deposes and says that he is Tree Division Manager, officer
 (Partner, Officer, Owner, Etc.)
 of Balanced Environments Inc.
 (Contractor)

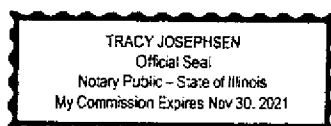
The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

[Signature]
 (Name of Bidder if the Bidder is an Individual)
 (Name of Partner if the Bidder is a Partnership)
 (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 5th day of November, 2019

[Signature]
 Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

PARTICIPATION AFFIDAVIT

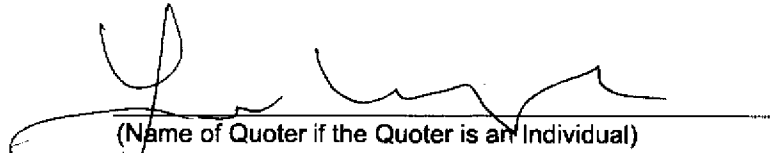
Leo Mendoza, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Tree Division Manager, Officer
(Partner, Officer, Owner, Etc.)

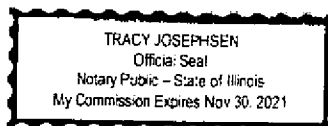
of Balanced Environments Inc
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.


(Name of Quoter if the Quoter is an Individual)
(Name of Partner if the Quoter is a Partnership)
(Name of Officer if the Quoter is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 5th day of November, 2019




Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)



Purchasing Division

**Village of Glenview
2500 East Lake Ave
Glenview, IL 60026**

November 5, 2019

ADDENDUM #2 (2 Pages)

RFB #219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL

RFB Due Date: NOVEMBER 21, 2019, 2:00 p.m. CST

Please note Addendum #2 is being sent to all plan-holders in order to Provide all plan-holders with the list of questions the Village has received during the bid period and the answers provided by the Village and revised bid documents. (See Below Q&A)

1. The RFB states that the project is subject to prevailing wage. Is this correct?

A: No, the project is not subject to prevailing wage. This was noted in Addendum #1.

2. The RFB states that a payment bond is required. This is irrelevant because if services are not performed, we don't get paid. A performance bond is the standard.

A: Please refer to General Terms & Conditions, Section 39 'Exceptions to Specifications' of the RFB document for taking exception to the specifications.

3. Tree size gaps are 1-18". Is this correct? Typically the gaps are 6" increasing intervals. Such a large range means the Village would be paying the rate of a 18" for a 6" tree.

A: The Village will update this to the following categories. Please see Addendum 2 – Attachment A for a revised pricing sheet.

Tree and Stump Removals:

1-11"

12-18"

19-26"

27-36"

36"+

Tree Trimming was unchanged at the following categories.

1-7"

8-15"

15"+

Addendum 2 – Attachment B contains revised project specifications for pages 18 to 20 of the bid document. The following changes were made:

- **Page 18, Section 1 'Annual Routine Tree Removal, the monthly routine tree removal list was**

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

updated from 28 trees to 22 trees.

- Page 18, Section A 'As-needed', the monthly as-needed tree removal list was updated from 14 trees to 15 trees.
- Page 19, Section B 'Tree Removal', the average total monthly tree removal list was updated from 42 trees to 37 trees.
- Page 20, Section A 'Annual Routine Stump Removal', the monthly stump removal list was updated from 29 stumps to 32 stumps.
- Page 20, Section A 'As-needed', the monthly as-needed stump removal list was updated from 5 stumps to 20 stumps.
- Page 20, Section B 'Stump Removal', the average total monthly stump removal list was updated from 34 stumps to 52 stumps.

4. The pruning section states on page 21 of the RFB document that pruning will take place year-round and approximates 117 trees. This is a vast departure from the recommended dormant tree trimming in the winter by section. Is this correct?

A: The Village will be trimming by section and services requests. The estimated number of trees is based off a six-year cycle.

5. Is this RFB a governmental joint purchase through MPI?

A: The Joint Purchasing term on Page 10 of the General Terms & Conditions is standard language the Village includes in which the terms of the Agreement are also offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act.

Please include a copy of this document in your proposal submittal.

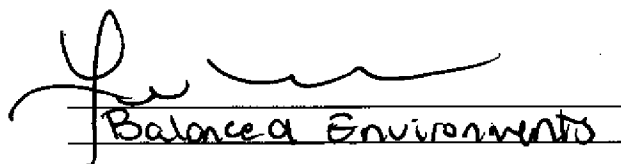
Sincerely,

Acknowledged and Accepted 219034-2:

Erika Smith

Erika Smith
Village of Glenview
Budget and Purchasing Manager

Signature:
Company:


Balanced Environments

END ADDENDUM #2

Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)



Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

October 30, 2019

ADDENDUM #1 (1 Page)

RFB #219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL

RFB Due Date: NOVEMBER 7, 2019, 2:00 p.m. CST

Please note the following clarifications, revisions, and additions to the bid documents.

- Work under this project will **not** be subject to the Prevailing Wage Act of the State of Illinois. The original Request for Bids document incorrectly stated that the project was subject to prevailing wage.
- The bid opening due date has been moved to NOVEMBER 21, 2019, 2:00 p.m. CST.
- The deadline to submit questions has been moved to NOVEMBER 14, 2019, 4:00 p.m. CST.

Please include a copy of this document in your proposal submittal.

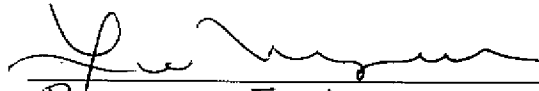
Sincerely,

Acknowledged and Accepted 219034-1:

Erika Smith

Erika Smith
Village of Glenview
Budget and Purchasing Manager

Signature:
Company:


Balanced Environments Inc

END ADDENDUM #1

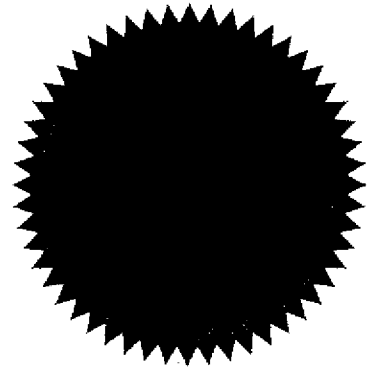
Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Leo Mendoza

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Kevin Marlage

Kevin Marlage
Director of Professional Development
International Society of Arboriculture

IL-4893AUT	23 Apr 2008	30 Jun 2020
Certification Number	Certified Since	Expiration Date

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Balanced Environments, Inc.
17950 W Route 173
Old Mill Creek, IL 60083

SURETY:
(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address) Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:
(Name, location or address, and Project number, if any)

RFB#219034, Tree Trimming, Tree Removal, and Stump Grinding Services

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November 2019

Balanced Environments, Inc.

(Principal)
(Seal)
(Witness)
(Title)

Merchants National Bonding, Inc.

(Surety)
(Seal)
(Witness)
(Title)

 Jason D. Cromwell
Attorney-in-Fact

Init.

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Attachment: Balanced Environments (O-2021-65 : Tree and Stump Removal Services)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brook T Smith; Deborah S Neichter; James H Martin; James T Smith; Jason D Cromwell; Raymond M Hundley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

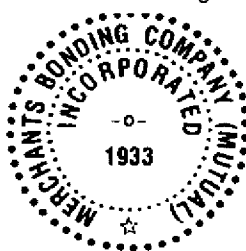
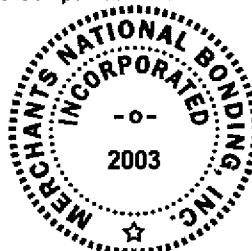
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



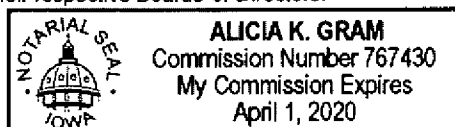
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



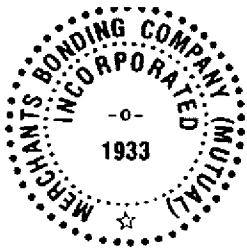
Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of November 2019.



William Warner Jr.

Secretary



**Resolution No. R-2021-24 : Thompson & Brandywyn Contract 3
Federal Funding and Engineering Agreements**

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Gewalt Hamilton Associates, Inc. Resident engineering contract for the Brandywyn Lane and Thompson Boulevard Improvement Project - Contract 3 pursuant to the Local Public Agency Agreement for Federal Participation.

ATTACHMENTS:

- LPA & GHA Phase III Memo (DOCX)
- BLR 05310 BGrove Contract #3 9.13.21 (PDF)
- Addenda 1 - Location Map (PDF)
- Addenda 3 - Draft Resolution for Local Funding Commitment revised 7.16.20 (DOCX)
- Addenda 4 -GATA (DOCX)
- BLR 05530 BGrove Contract #3 with Exhibits 9.13.21 (PDF)
- BC 775 J.Beckman (PDF)
- BC 776 J.Beckman (PDF)

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 16, 2021

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Approval of Local Public Agency Agreement for Federal Participation and a Phase III Resident Engineering Agreement

Staff Recommendation

Staff recommends that the Village Board authorize the Village President and the Village Clerk to execute the Local Public Agency Agreement with the Illinois Department of Transportation. Staff further recommends approval of the Phase III Resident Engineering Agreement with Gewalt Hamilton Associates, Inc. in an amount not to exceed \$461,846.00.

Overview

Since 2014 staff has worked with the Lake County Council of Mayors to have the entire limits of Thompson Boulevard and Brandywyn Lane (4.2 miles) successfully added to the Federal Aid Urban route system. Through this process staff then secured Federal funding for just short of 80% of the total project improvements. Currently the total project cost for both roads is estimated to be \$12,257,040 through Design Engineering (Phase II) and Resident Engineering and construction (Phase III). \$9,805,632 of that total will be paid for by Surface Transportation Program grant funding, the remaining balance will be the Village's obligation. The Village has also elected to include additional Village streets at our own cost, as they are logical inclusions to the construction and the Village will benefit from the economies of scale. Because of the size of this overall project, it has been broken down into 3 contracts. Contract 1 was completed in 2020 while Contract 2 is currently underway and will be completed in the coming weeks. Contracts 1 and 2 were subject to this agreement and were bid by the Illinois Department of Transportation as well.

In order to appropriate those funds toward the Village's use on the Phase III Resident Engineering and contracted construction of Brandywyn Lane & Thompson Boulevard Contract 3, a Local Public Agency Agreement for Federal Participation is required between the State of Illinois Department of Transportation and the Village of Buffalo Grove. To receive the grant funds the Village of Buffalo Grove must agree to complete the construction within the Illinois Department of Transportation's policies and procedures.

In 2015 the Village hired Ciorba Group to complete the Phase I Engineering Study. In late 2017 staff advertised for a Qualification Based Selection (QBS) process for the Thompson Blvd and Brandywyn Ln for Phase II Design Engineering and Phase III Resident Engineering services. After a thorough review of 13 submittals, the selection review committee selected Civiltech Engineering, Inc. for the Phase II Design Engineering which was previously approved by the Village Board. The committee also selected Gewalt Hamilton Associates, Inc. for the Phase III Resident Engineering services, primarily based on positive past experiences with the Village for similar work and an overall expertise with municipal construction practices. To maintain eligibility for Federal grant funding the QBS process is required to follow the Federal guidelines.

Contract 3 includes Brandywyn Ln from Thompson Blvd to Deerfield Pkwy and Thompson Blvd from Arlington Heights Rd to Brandywyn Ln. Additionally, Thompson Ct and Brandywyn Ct are included along these segments. Work is expected to begin in April 2022 and be completed in November 2022. Of the \$3,927,541.25 project estimate for Contract 3, up to \$1,168,544.00 will be federally funded. Since this is short of the 80% Federal Funding goal, staff is continuing to work with the Lake County Council of Mayors for an increase in Federal Funding.


LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Buffalo Grove		Lake	16-00106-03-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
Surface Trans Pgm Urban (STU)		CMAQ	10-16-0039
☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way			

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-092-20	1R7K(549)				

Engineering
Right of Way

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Thompson Blvd	3260	0.571	From	To
			0.00	0.59
Location Termini				
Arlington Heights Road to Brandywyn Lane				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
Buffalo Grove	N/A	Remove		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Brandywyn Lane	2060	0.371	From	To
			0.47	0.87
Location Termini				
Deerfield Parkway to Thompson Boulevard				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
Buffalo Grove	N/A	Remove		

PROJECT DESCRIPTION

Project consists of reconstruction of Thompson Blvd and resurfacing of Brandywyn Lane. Improvements include earth excavation, pavement removal, storm sewer, combination curb and gutter, sidewalk, HMA binder and surface, ADA upgrades, erosion control, pavement marking, landscaping and other associated improvements.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any

approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Funding Authorization Resolution
-	4.	GATA reporting
Add Row		

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Beverly Sussman

Title of Official

Village President

Signature

Date

The above signature certifies the agency's Tin number is

362525051 conducting business as a Governmental Entity.

Duns Number 074402751

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
Village of Buffalo Grove		Lake		16-00106-03-RS	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-092-20	1R7K(549)				

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
- Participating Construction	STU	\$799,067.20	*				Local	\$2,506,814.61	
- Non-Participating Construction	STU						Local	\$159,813.44	
- Construction Engineering	STU	\$369,476.80	*				Local	\$92,369.20	
-									
-									
-									
-									
-									
-									
-									
-									
Total		\$1,168,544.00		Total			Total		\$2,758,997.25
Add									\$3,927,541.25

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

Maximum FHWA (STU) Participation 80% NTE \$1,168,544

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05310 - Page 1 of 3

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

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section number applied to this project.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)																																
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:																																
	<table border="0"> <tr> <td>Bi-State</td> <td>Bi-State Regional Commission</td> </tr> <tr> <td>CMAP</td> <td>Chicago Metropolitan Planning Organization</td> </tr> <tr> <td>CUUATS</td> <td>Champaign/Urbana Urban Area Transportation Study</td> </tr> <tr> <td>DATS</td> <td>Danville Area Transportation Study</td> </tr> <tr> <td>DMATS</td> <td>Dubuque Metropolitan Area Transportation Study</td> </tr> <tr> <td>DSATS</td> <td>DeKalb/Sycamore Area Transportation Study</td> </tr> <tr> <td>DUATS</td> <td>Decatur Urbanized Area Transportation Study</td> </tr> <tr> <td>EWGCG</td> <td>East-West Gateway Council of Governments</td> </tr> <tr> <td>KATS</td> <td>Kankakee Area Transportation Study</td> </tr> <tr> <td>MCRPC</td> <td>McLean County Regional Planning Commission</td> </tr> <tr> <td>PPUATS</td> <td>Peoria/Pekin Urban Area Transportation Study</td> </tr> <tr> <td>RPC</td> <td>Region 1 Planning Council</td> </tr> <tr> <td>SATS</td> <td>Springfield Area Transportation Study</td> </tr> <tr> <td>SEMPO</td> <td>South East Metropolitan Planning Organization</td> </tr> <tr> <td>SIMPO</td> <td>Southern Illinois Metropolitan Planning Organization</td> </tr> <tr> <td>SLATS</td> <td>State Line Area Transportation Study</td> </tr> </table>	Bi-State	Bi-State Regional Commission	CMAP	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque Metropolitan Area Transportation Study	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".																																
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.																																
Day Labor	Check this box if the project will be constructed using day labor.																																
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.																																
Right-of-Way	Check this box if Right-Of-Way is part of the project.																																
Construction																																	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"																																
Project Number	Insert the project number assigned to the construction portion of this project.																																
Engineering																																	
Job Number	Insert the job number assigned for the engineering portion of this project.																																
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Instructions for BLR 05310 - Page 2 of 3

Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:**Addenda**

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

- | | |
|--|---|
| 1. Location Map | Attach a location map to this agreement showing all locations being improved by this project. |
| 2. Division of Cost | Insert the division of cost page (see separate instructions for completing this document). |
| 3. LPA Appropriation Resolution | For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation. |
| 4. IDOT Fiscal Approval Signature Page | |

Approved

- | | |
|---------------------------------|---|
| Local Public Agency | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here. |

For Local Let Projects:

- | | |
|---------------------|---|
| 1. Location Map | Attach a location map to this agreement showing all locations being improved by this project. |
| 2. Division of Cost | Insert the division of cost page (see separate instructions for completing this document) |

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Instructions for BLR 05310 - Page 3 of 3

Approved**Local Public Agency****The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.****Illinois Dept of Transportation****The appropriate IDOT officials shall sign and date here.****Division of Cost Table:**

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
 Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
 Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

Maximum STR participation 80% not to exceed \$100,000
 Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

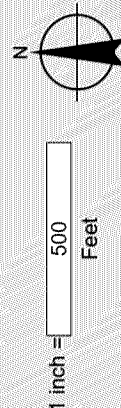
Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
 Bureau of Local Roads Central Office (2)



Buffalo Grove, Illinois

GHA GEVAULT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com

COUNTY/CITY/VILLAGE/TOWNSHIP of Buffalo Grove
 Location: Brandywyn Lane & Thompson Boulevard – Stage 3
 Section No.: 16-00106-03-RS
 Project No.: 1R7K(549)
 Job No.: C-91-092-20
Lake County

RESOLUTION

WHEREAS, The VILLAGE of BUFFALO GROVE is attempting to improve a segment of Brandywyn Lane from Deerfield Parkway to Thompson Boulevard that is approximately 0.371 miles in length and Thompson Boulevard from Arlington Heights Road to Brandywyn Lane that is approximately 0.571 miles in length.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a local match.

NOW THEREFORE, BE IT RESOLVED by the VILLAGE of BUFFALO GROVE Board of Trustees that the VILLAGE of BUFFALO GROVE authorized Three Million One Hundred Twenty-Eight Thousand Four Hundred and Seventy-Four dollars 05/100, (\$3,128,474.05) or as much may be needed to match federal funds in the completion of MFT Section Number 16-00106-03-RS.

BE IT FURTHER RESOLVED that the VILLAGE President and VILLAGE Clerk be and are hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the VILLAGE Clerk is hereby directed to transmit five certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the VILLAGE through the VILLAGE Clerk's Office.

Enacted and approved this _____ day of _____, 20__, at
 VILLAGE of BUFFALO GROVE, Illinois.

ADOPTED this __ day of _____, 20__

 AYES

 NAYS

 ABSENT

 Beverly Sussman, Village President

ATTEST: _____
 Janet Sirabian, Village Clerk

SEAL

Addendum No. 4**Grant Accountability and Transparency Act (GATA)****Required Uniform Reporting**

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)



Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Buffalo Grove	Lake	16-00106-03-RS	C-91-092-20
Project Number	Contact Name	Phone Number	Email
1R7K(549)	Kyle E. Johnson	(847) 459-2523	kjohnson@vbg.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Thompson Blvd	3260	0.571	N/A
Location Termini			Add Location
Arlington Heights Road to Brandywyn Lane			Remove Location

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Brandywyn Lane	2060	0.371	N/A
Location Termini			Add Location
Deerfield Parkway to Thompson Boulevard			Remove Location

Project Description
Project consists of reconstruction of Thompson Blvd and resurfacing of Brandywyn Lane. Improvements include earth excavation, pavement removal, storm sewer, combination curb and gutter, sidewalk, HMA binder and surface, ADA upgrades, erosion control, pavement marking, landscaping and other associated improvements.

Engineering Funding ☒ Federal ☐ MFT/TBP ☐ State ☒ Other **Local**
Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☒ Other **Local**

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Gewalt Hamilton Associates, Inc.	Todd P. Gordon	(847) 821-6218	tgordon@gha-engineers.com
Address	City	State	Zip Code
625 Forest Edge Drive	Vernon Hills	IL	60061

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☒ EXHIBIT F: GHA Manhour Calculations
- ☒ EXHIBIT G: Material Testing Subconsultant Agreement
- ☒ EXHIBIT H: Location Map

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
7. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

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

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

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$453,346.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Soil and Material Consultants, Inc.	36-3094075	\$8,500.00
Subconsultant Total		\$8,500.00
Prime Consultant Total		\$453,346.00
Total for all work		\$461,846.00
Add Subconsultants		

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
Village

 of

Name of Local Public Agency
Buffalo Grove

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Buffalo Grove

Local Public Agency Type

Village

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Gewalt Hamilton Associates, Inc.

By (Signature & Date)

--

Title

--

By (Signature & Date)

--

Title

--

Attachment: BLR 05530 BGrove Contract #3 with Exhibits 9.13.21 (R-2021-24 : Thompson & Brandywyn Contract 3 Federal Funding and

Local Public Agency

County

Section Number

Village of Buffalo Grove

Lake

16-00106-03-RS

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

SCOPE OF SERVICES

Phase III Construction Engineering Services

Brandywyn Lane and Thompson Boulevard Improvements – Contract 3

Section 16-00106-03-RS

Project No. 1R7K(549)

Job No.

Village of Buffalo Grove

GHA Proposal No. 2019.CS109 – Contract 3

PROJECT UNDERSTANDING

It is our understanding that the Village of Buffalo Grove proposes the reconstruction of Thompson Boulevard between Arlington Heights Road (STA. 100 + 58.0) to Brandywyn Lane (STA. 130 + 75.0) and the resurfacing of Brandywyn Lane between Deerfield Parkway (STA. 300 + 99.0) and Thompson Boulevard (STA. 344 + 79.0). Thompson Boulevard's functional classification is designated as a Collector and Brandywyn Lane's functional classification is designated as a Minor Collector in the Village of Buffalo Grove. There is curb and gutter along the project limits, and drainage is accommodated by an enclosed system. Pedestrian accommodations include existing sidewalk on both sides of each Thompson Boulevard and Brandywyn Lane. Other improvements will include ADA upgrades at the intersections.

The project will be administered and awarded through the Illinois Department of Transportation's (IDOT). As Surface Transportation Program (STP) funds will be utilized for construction, the project will follow IDOT procedures for Federal Aid Projects. Thus, the Village of Buffalo Grove has entered into Intergovernmental Agreement with IDOT to monitor the utilization of the STP funds for completion of the project. This project is anticipated to be on the January 21, 2022 IDOT letting, and as a result, will most likely commence construction in the Spring of 2022.

CONSTRUCTION ENGINEERING SERVICES

It is our practice to adhere to construction industry standards and insist on compliance with the project plans and specifications in an effort to efficiently produce a quality project. As such, Construction Engineering Services will be performed in accordance with the services outlined in the Request for Qualifications, as well as Illinois Department of Transportation standard procedures including, but not limited to, the following:

1. GHA will oversee a scheduled pre-construction meeting with project stakeholders prior to the start of construction and provide the meeting attendees with a summary in the form of Minutes for their records.
2. Prior to construction commencement, GHA will utilize measures outlined in our Public Relations Plan to determine impacts on schools, local businesses, places of worship, parks, and other local projects. We will include the Village, Village Hall, Public Works Department(s), School District(s), utility companies, and permitting agencies as members of our project communications team to collaborate and determine the best methods for identifying, reaching, and maintaining relationships with the project stakeholders. Once communications plan is established, GHA will continue to coordinate and communicate with stakeholders using resident letters, project flyers and newsletters as requested to ensure they are properly and consistently informed of the project's progress.
3. GHA will review drawings, diagrams, illustrations, brochures, catalog cuts, shop drawings, project schedules, and other data which the contractor is required to submit for conformance with the design concept and compliance with the contract documents.
4. GHA will provide geometric control and construction layout verification by making random checks to the Contractor's staking to determine if the work is in general conformance with the plans. If an error is found, we will immediately notify the Contractor to make the appropriate changes prior to construction. In addition, our survey crew will also provide before and after measurements and cross sections for applicable pay items.

5. GHA will provide full-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. We will utilize IDOT's web-based system known as the Construction and Materials Management System (CMMS). This system will provide a computerized version of a Daily Diary, Weekly Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and numerous other reports. We will measure, record, and provide source documentation daily for all quantities for which payment will be made, and we will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, yield requirements, and material weight ticket collection to help facilitate a timely project closeout. We will also work with the IDOT documentation auditors and reviewers as necessary to ensure the required records are provided. GHA will keep a project box on site, including all the necessary up-to-date documentation in accordance with standard procedures and IDOT's Documentation of Contract Quantities guide.
6. If a field change or Authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions that may affect the budget. In addition, our documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
7. GHA will make observations of the utility marks provided by the J.U.L.I.E. system and address potential conflicts with the contractor.
8. GHA will schedule and moderate project progress meetings with the Village and Contractor(s) and provide attendees with a summary in the form of Minutes for their records.
9. GHA will coordinate with Village of Buffalo Grove staff for quality assurance testing for the HMA and concrete. Our subconsultant, Soils and Materials Consultants, will administer the quality assurance testing for the field and laboratory requirements regarding soils and aggregate quality. We will confirm and document that all the materials used on the site meet or exceed the quality requirements of the contract and IDOT-issued Project Procedures Guide.
10. GHA will perform daily traffic control inspections in addition to those required weekly and bi-monthly during night hours, and respectively submit deficient remarks to the Contractor with appropriate corrections requested.
11. GHA will provide National Pollutant Discharge Elimination System (NPDES) monitoring in compliance with the ILR10 permit and Designated Erosion Control Inspection (DECI) services, as necessary.
12. GHA will prepare monthly pay requests for the Village's review and provide the required documentation and correspondence for the Village of Buffalo Grove to submit to IDOT.
13. GHA will schedule a final walk-through upon project completion with the Village of Buffalo Grove representatives to generate a punch list of deficiencies.
14. GHA will keep current as-builts as the work is performed. We will annotate by hand all revisions, substitutions, variations, and omissions made or discovered during construction. Upon project completion, GHA will provide the Village of Buffalo Grove with hard copies and an electronic copy of the record drawing plan set.
15. GHA will coordinate contract closeout procedures with the Contractor and IDOT to ensure an expedient and productive closeout.

Local Public Agency

County

Section Number

Village of Buffalo Grove

Lake

16-00106-03-RS

**EXHIBIT B
PROJECT SCHEDULE**

Project is to begin no later than May 1, 2022 with a completion date of October 28, 2022

Attachment: BLR 05530 BGrove Contract #3 with Exhibits 9.13.21 (R-2021-24 : Thompson & Brandywyn Contract 3 Federal Funding and

Local Public Agency

County

Section Number

Village of Buffalo Grove

Lake

16-00106-03-RS

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☒ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	375	\$0.57	\$215.63
☒ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	150	\$65.00	\$9,750.00
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☒ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	8	\$20.00	\$160.00
☒ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	500	\$0.20	\$100.00
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐				
☐				
☐				
☐				
☐				
Total Direct Costs				\$10,225.63

Attachment: BLR 05530 BGrove Contract #3 with Exhibits 9.13.21 (R-2021-24 : Thompson & Brandywyn Contract 3 Federal Funding and

Local Public Agency

County

Section Number

Village of Buffalo Grove

Lake

16-00106-03-RS

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal **09/28/17**

Method(s) used for advertisement and dates of advertisement

Daily Herald- Legal Notice, Public Notice Newspaper published on August 23, 2017
(see attached)

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
- Services	20%
- References and Resumes	10%
- Local Office and Area Knowledge	15%
- Ability to Perform Multiple Functions	10%
- Qualifications and Experience	20%
- Affiliations and Accreditations	10%
- Past Performances	15%
Add	

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Village Engineer, Director of Public Works, Civil Engineer II

Top three consultants ranked for this project in order	
1	Gewalt Hamilton Associates, Inc.
2	Civiltech, Inc.
3	BLA

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☒	☐

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14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐

Attachment: BLR 05530 BGrove Contract #3 with Exhibits 9.13.21 (R-2021-24 : Thompson & Brandywyn Contract 3 Federal Funding and

**LEGAL NOTICE /
PUBLIC NOTICE
REQUEST FOR
QUALIFICATIONS (RFQ)
NOTICE TO RESPOND-
ERS:**

For information on how to receive a copy of the Request for Qualifications Package and any addenda contact the Office of the Village Clerk at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org. Sealed response documents will be received at the Village of Buffalo Grove's Clerk's Office, until the time and date specified below, for:

PROFESSIONAL ENGINEERING SERVICES FOR THOMPSON BOULEVARD FROM ARLINGTON HEIGHTS ROAD TO WEILAND ROAD AND BRANDYWN LANE FROM DEERFIELD PARKWAY TO PRAIRIE ROAD PHASE 2 DESIGN AND PHASE 3 CONSTRUCTION ENGINEERING.

ADDRESS THE STATEMENT OF QUALIFICATIONS TO: Office of the Village Clerk, Village Hall, 50 Rupp Boulevard, Buffalo Grove, IL 60089 before the submittal date and time specified below. Response documents shall be sealed and clearly marked on the front "VaBG-2017-31 Qualifications for Thompson and Brandywyn Phase 2 & 3 Engineering". FAXED OR EMAILED RESPONSE DOCUMENTS WILL NOT BE ACCEPTED.

THE RESPONSE DOCUMENTS ARE DUE NO LATER THAN: 10:00 a.m., on Thursday September 28, 2017. Response documents should consist of one sealed submittal as described in the RFQ package. Each Consultant shall be required to submit one original, hard copy, and a PDF copy on a CD or USB device. Published in Daily Herald August 23, 2017 (4480729)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora, Glenview

County(ies) of Cook, Kane, Lake, McHenry

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published August 23, 2017 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Danula Baltz*
Authorized Agent

Control # 4480729



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
ANNIVERSARY RAISE

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	16-00106-03-RS
Consultant (Firm) Name	Prepared By	Date
Gewalt Hamilton Associates, Inc.	Todd Gordon	8/9/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE
START DATE	3/1/2022		COMPLEXITY FACTOR
RAISE DATE	ANNIVERSARY		% OF RAISE
			152.48%
			0
			2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.00%

The total escalation for this project would be:

1.00%

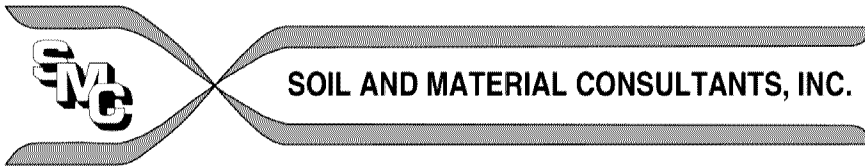
Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	16-00106-03-RS

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

[illegible]

	Principal										LS II
	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV				
I. Phase III Construction Engineering											
Preconstruction Coordination			16	80							
Preconstruction Meeting			4	8							
Layout Verification								8			90
Construction Observation (RE) April 2022-Oct 2022			24	1500							
Construction Observation (Inspector 1)											
Progress Meetings			30								
Traffic Control Inspection (Nights)				56							
Punch List & Final Inspections				40							
Record Drawings				8				8			40
Project Closure				192							
I. Category Subtotal	0	0	74	1884	0	0	0	16			130



SOIL AND MATERIAL CONSULTANTS, INC.

Office: 847-870-0544

Fax: 847-870-0661

us@soilandmaterialconsultants.com

www.soilandmaterialconsultants.com

August 17, 2021

Proposal No. 19,462

Mr. Todd Gordon, P.E.
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60031

Re: Soil and Construction Material Testing
FAU Thompson/Brandywyn Phase 3
Buffalo Grove, Illinois

Dear Mr. Gordon:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager and provide QA jobsite testing. IDOT is to provide QA plant testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$8,500.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.
Director of Engineering

RTS:dd

Proposal Accepted By:

Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone () _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

Packet Pg. 147

Attachment: BLR 05530 BGrove Contract #3 with Exhibits 9.13.21 (R-2021-24 : Thompson & Brandywyn Contract 3 Federal Funding and

Proposal No. 19,462
 Re: FAU Thompson/Brandywyn Phase 3
 Buffalo Grove, Illinois

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SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-21

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>			<u>Fee</u>		<u>Cost</u>
<u>Field Testing</u>						
Technician with Nuclear Gauge	24	hours	\$	89.00 /hour 356.00 /day min.	\$	2,136.00
<u>Laboratory Testing</u>						
Unit Weight – cores	25	each	\$	25.00 each	\$	625.00
<u>Engineering</u>						
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	4	hours	\$	140.00 /hour	\$	555.00
Estimated Cost:					\$	3,316.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - 20% QA</u>
HMA Surface, N50	2,520	3.0	1.0
HMA Binder, N50	3,052	3.0	1.0
HMA Poly Level	680	1.0	0.5
Class D Patches	350	2.0	0.5
Total:	6,602	9.0	3.0

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

Proposal No. 19,462
 Re: FAU Thompson/Brandywyn Phase 3
 Buffalo Grove, Illinois

Page 3

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-21

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	28 hours	\$ 89.00 /hour 356.00 /day min.	\$ 2,492.00
Cylinder Pick-up	4 hours	\$ 89.00 /hour	\$ 356.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	28 each	\$ 16.00 each	\$ 448.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$ 140.00 /hour	\$ 420.00
Estimated Cost:			\$ 3,716.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyls.</u>
PCC Combined C & G	12,042	669	7	1.5	12
PCC Sidewalk	15,082 Ft ²	230	4	1.0	8
PCC Driveway	2,007 Yd ²	335	4	1.0	8
Total:		1,234	15	3.5	28

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

Proposal No. 19,462
 Re: FAU Thompson/Brandywyn Phase 3
 Buffalo Grove, Illinois

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SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-21

AGGREGATE AND SOIL

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician (2 trips @ 6 hrs.)	12 hours	\$ 99.00 /hour 396.00 /day min.	\$ 1,188.00
<u>Engineering</u>			
Senior Engineer (P.E.) - includes project administrations field/laboratory engineering, consultation and report review	2 hours	\$ 140.00 /hour	\$ 280.00
Estimated Cost:			\$ 1,468.00

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

Attachment: BLR 05530 BGrove Contract #3 with Exhibits 9.13.21 (R-2021-24 : Thompson & Brandywyn Contract 3 Federal Funding and

Proposal No. 19,462
 Re: FAU Thompson/Brandywyn Phase 3
 Buffalo Grove, Illinois

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TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

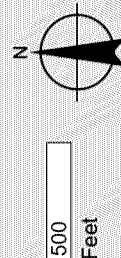
TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.



Proposed Road Improvement Locations

Buffalo Grove, Illinois

Village of Buffalo Grove
MUN 2060 / Brandywyn Ln:
Deerfield Pkwy to Thompson Blvd

MUN 3260 / Thompson Blvd:
Arlington Heights Rd to Brandywyn Ln

Section No.: 16-00106-03-RS
Project No.: IR7K (549)
Job No.: C-91-090-20

GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com



Local Public Agency Resident Construction Supervisor/ In Responsible Charge



Regional Engineer

Mr. Jose Rios, P.E.

Contract Number

District

Letting Date

1

01/21/22

Department of Transportation

Address

201 West Center Court

Municipality

Buffalo Grove

Route

3260/2060

County

Lake

City

Schaumburg

State

IL

Zip Code

60196

Project Number

1R7K(549)

Job Number

C-91-092-20

Section Number

16-00106-03-RS

- ☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- ☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency)

Date

Title

Applicants Name

Jennifer A. Beckman, P.E.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number

19-15238

Jennifer A. Beckman, P.E. has 20 plus years of experience in construction engineering on federal, local agency MFT, locally funded municipal, local agency STP, IDOT, and Lake County Division of Transportation funded improvements. Jennifer has Bachelor of Science degree in Civil Engineering from Bradley University in 1999. Jennifer has completed the following IDOT Training Courses: Documentation of Contract Quantities, ICORS Training, Construction Material Inspection Documentation, Hot Mix Asphalt Field Inspection, Soils Field Testing & Inspection, Drilled Shaft Foundation Construction Inspection, Aggregate Technician, Level 1 HMA & Portland Cement Concrete, Bridge Construction Inspection. Jennifer is also a Lake County Stormwater Management Commission Designated Erosion Control Inspector.

Signature of Applicant

Date

Job Title of Applicant

Senior Resident Engineer

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Attachment: BC 775 J.Beckman (R-2021-24 : Thompson & Brandywyn Contract 3 Federal Funding and Engineering Agreements)

Regional Engineer Signature

Date Approved

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cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
 Engineer of Construction, Central Bureau of Construction
 Resident Construction Supervisor
 Local Public Agency

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.



**Illinois Department
of Transportation**

Local Public Agency Construction Inspector



Regional Engineer

Mr. Jose Rios, P.E.

Contract Number

District

Letting Date

1

01/21/22

Municipality

Buffalo Grove

Route

3260/2060

County

Lake

Project Number

1R7K(549)

Job Number

C-91-092-20

Section Number

16-00106-03-RS

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor

Date

Applicants Name

Jennifer A. Beckman, P.E.

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 19-15238.

Jennifer A. Beckman, P.E. has 20 plus years of experience in construction engineering on federal, local agency MFT, locally funded municipal, local agency STP, IDOT, and Lake County Division of Transportation funded improvements. Jennifer has Bachelor of Science degree in Civil Engineering from Bradley University in 1999. Jennifer has completed the following IDOT Training Courses: Documentation of Contract Quantities, ICORS Training, Construction Material Inspection Documentation, Hot Mix Asphalt Field Inspection, Soils Field Testing & Inspection, Drilled Shaft Foundation Construction Inspection, Aggregate Technician, Level 1 HMA & Portland Cement Concrete, Bridge Construction Inspection. Jennifer is also a Lake County Stormwater Management Commission Designated Erosion Control Inspector.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775

Date

Instructions for Preparation of Form BC 776

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

If a consultant is named on this form, the approved form will be included as an attachment to the construction engineering consultant agreement.

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.



Ordinance No. O-2021-66 : Approval of an Inter-Governmental Agreement with Cook County for an Invest in Cook County Grant

Recommendation of Action

Staff recommends approval.

The Village received a \$500,000 grant towards the Phase 1 study of Lake Cook Road, from Raupp Blvd to Arlington Heights Road. An Inter-Governmental Agreement is required with Cook County to begin the Phase 1 Study.

ATTACHMENTS:

- Memo 500k Cook County IGA (DOCX)
- 2021 IIC Buffalo Grove IGA (DOCX)
- Ordinance IGA Cook County Invest in Cook 21-0915 (DOCX)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, September 20, 2021

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: August 3, 2021
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Cook County Intergovernmental Agreement

The Village was awarded a \$500,000 Invest in Cook Grant for the Phase 1 Study of Lake Cook Road from Raupp Blvd to Arlington Heights Road.

This \$500,000 grant will fund part of the Phase 1 study which, the Engineering Division will present to the Village Board for consideration at a future meeting. It will require a contract with a separate Engineering design company.

This Inter-Governmental Agreement (IGA) is only for the Village to receive the \$500,000 from Cook County for a portion of the future Phase 1 study. The estimated cost of the full Phase 1 Study is approximately \$1.4 million. Staff will continue to look for additional funding to cover the remaining costs from additional grants and partnership with other agencies. However, the \$500,000 grant will allow for us to begin a portion of the study while we look for additional grant dollars.

Staff recommends approval of this IGA.



INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the “AGREEMENT”), effective upon the last dated signature below, is entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the “COUNTY”), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the “DEPARTMENT”), and the VILLAGE OF BUFFALO GROVE, a municipal corporation of the State of Illinois (the “GRANTEE” or “VILLAGE”). The COUNTY and VILLAGE are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.”

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the COUNTY’s first long range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five priorities to shape the COUNTY’s transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region’s role as North America’s freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today’s investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region’s economic competitiveness;

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over \$104 million in additional federal, state and local funds;

WHEREAS, on July 29, 2021, the COUNTY informed the VILLAGE that it had been selected for participation in the 2021 Invest in Cook Program;

WHEREAS, the COUNTY has agreed to award the VILLAGE up to Five Hundred Thousand Dollars (\$500,000) toward Phase I engineering costs for improvements to Lake Cook Road between Arlington Heights Road and Raupp Boulevard (the "PROJECT");

WHEREAS, Lake Cook Road is a strategic regional arterial serving east-west commuter, truck, and residential traffic to north-south interstate routes;

WHEREAS, the PROJECT will address safety issues at identified critical intersections and improve the deteriorated pavement conditions;

WHEREAS, the Phase I engineering study will also evaluate multiple improvements to the corridor and intersecting roadways to accommodate future traffic needs, reduce congestion, and expand transit access;

WHEREAS, the PARTIES by this instrument shall determine and establish their respective responsibilities for Phase I engineering, funding and reporting of the PROJECT;

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT;

WHEREAS, the GRANTEE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. PHASE I ENGINEERING

- A. **Engineering Agreement.** The GRANTEE shall enter into an agreement with a professional engineering firm/consultant to perform Phase I engineering services for the PROJECT. The GRANTEE shall forward a copy of the Phase I engineering agreement to the COUNTY within fourteen (14) calendar days of execution.
- B. **Consultant Selection.** In awarding and administering the Phase I engineering agreement, the GRANTEE shall comply with all applicable state and federal laws and regulations.
- C. **RFP Issuance.** The COUNTY may require the GRANTEE to utilize a Qualifications-Based Selection (QBS) process in selecting its consultant. If fewer than three (3) qualified consultants submit letters of interest in response to any Request for Proposals (RFP) issued by the GRANTEE, the COUNTY may require the GRANTEE to reissue the RFP.
- D. **Project Deliverables.** Upon request by the COUNTY, the GRANTEE shall provide the COUNTY with copies of all deliverables produced by the consultant and submitted to the GRANTEE, including, but not limited to, any and all surveys, studies, reports, charts, maps,

drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.

- E. **Meetings.** The GRANTEE and/or its consultant shall coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) or any other state or federal agency as part of the Phase I engineering study. The GRANTEE shall provide not less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting, if applicable, and any public meetings or hearings as part of the PROJECT.
- F. **Draft Project Development Reports.** The GRANTEE shall provide the COUNTY with electronic copies of any draft Project Development Reports prepared for the PROJECT.
- G. **Final Project Development Report.** The GRANTEE and/or its consultant shall provide IDOT with any and all documents necessary to secure IDOT approval of the Project Development Report (PDR) for the PROJECT. Upon completion, the GRANTEE shall provide the COUNTY with one (1) paper copy and an electronic copy of the final PDR.
- H. **Lead Agency.** The GRANTEE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- I. **County Permits.** The COUNTY shall grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the GRANTEE and/or its agents, without charge of permit fees to the GRANTEE. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- J. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Project Development
 Attn: Tara Orbon, P.E.
 Cook County Department of Transportation and Highways
 69 W. Washington Street, 23rd Floor
 Chicago, IL 60602
 E-mail: Tara.Orbon@cookcountyil.gov

II. SCHEDULE AND TERMINATION

- A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a "Notice to Proceed" for the GRANTEE to commence work on the PROJECT.
- B. **Schedule.** A schedule for the PROJECT is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT B.

- C. **Inactivity.** The COUNTY may terminate this AGREEMENT if the Phase I engineering agreement for the PROJECT is not executed by the GRANTEE within one (1) year after the Effective Date of this AGREEMENT, as defined in Section V (J) below.
- D. **Suspension or Early Termination.** Subject to Section V (L) below, the GRANTEE agrees that, if the COUNTY determines that the GRANTEE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones or objectives, or is in default under any of the provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the GRANTEE of said non-compliance or default and failure by the GRANTEE to correct said violations within sixty (60) calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
 2. demand refund of any funds disbursed to the GRANTEE;
 3. deduct any refunds or repayments from any funds obligated to, but not expended by the GRANTEE, whether from this or any other project;
 4. temporarily withhold cash payments pending correction of deficiencies by the GRANTEE or more severe enforcement action by the COUNTY;
 5. disallow all or part of the cost of the activity or action not in compliance;
 6. take other remedies legally available; or
 7. take appropriate legal action.
- E. **Termination.** Unless extended by the DEPARTMENT's Superintendent or their designee in writing, this AGREEMENT terminates upon approval of the final PDR by IDOT and final reimbursement by the COUNTY, or November 30, 2026, whichever date is earlier.
- F. **Extensions.** The DEPARTMENT's Superintendent or their designee may extend in writing any deadline imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

III. FINANCIAL

- A. **Cost Estimate.** The total estimated cost of Phase I engineering services for the PROJECT is One Million Three Hundred Ninety Thousand Dollars (\$1,390,000).
- B. **Grantee Cost Participation.** The GRANTEE agrees to pay all actual Phase I engineering costs for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.
- C. **County Cost Participation.** The COUNTY agrees to reimburse the GRANTEE for 36% of actual Phase I engineering costs for the PROJECT (the "COUNTY's SHARE"), up to a total maximum contribution of Five Hundred Thousand Dollars (\$500,000) (the "MAXIMUM CONTRIBUTION").
- D. **Advance Payment.** The COUNTY agrees that upon execution of the Phase I engineering agreement for the PROJECT and receipt of an invoice from the GRANTEE, the COUNTY shall make an advance payment to the GRANTEE in the amount of Two Hundred Fifty

Thousand Dollars (\$250,000). This amount represents 50% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.

- E. **Second Payment.** The COUNTY agrees that upon submittal of the draft PDR to IDOT and receipt of an invoice from the GRANTEE, the COUNTY shall make a second payment to the GRANTEE in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000). This amount and the advance payment to the GRANTEE represent 75% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- F. **Final Reimbursement.** The COUNTY agrees that upon receipt of an invoice from the GRANTEE following approval of the final PDR by IDOT, the COUNTY shall make a final payment to the GRANTEE for the balance of the COUNTY's SHARE under this AGREEMENT. The amount of the final payment shall be based upon the actual cost of Phase I engineering services for the PROJECT and shall reflect the COUNTY's prior payments to the GRANTEE. If the prior payments made to the GRANTEE by the COUNTY exceed the COUNTY's SHARE under this AGREEMENT, the COUNTY may require the GRANTEE to return any or all excess funds.
- G. **Final Reimbursement Documentation.** In order to receive final reimbursement from the COUNTY, the GRANTEE must submit the following documentation along with the final invoice:
 1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Project Development, including the name of the PROJECT and its associated section number;
 2. copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the consultant(s) confirming payment was received for the service(s) rendered; and
 3. copies of all associated invoices submitted to the GRANTEE by the consultant(s) for the service(s) rendered.
- H. **Insufficient Documentation.** If the documentation submitted by the GRANTEE for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- I. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the GRANTEE for any expenditures that are:
 1. contrary to the provisions of this AGREEMENT;
 2. not directly related to carrying out Phase I engineering services for the PROJECT;
 3. not paid by the GRANTEE or its consultant(s);
 4. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 5. incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY's obligations under Section II (D) of this AGREEMENT; and/or
 6. in excess of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.

- J. **Supplemental or Substitute Work.** Either PARTY may request, after the Phase I engineering agreement is awarded by the GRANTEE, that supplemental or costlier substitute work be added to the agreement's scope of work. The GRANTEE will cause said supplemental or substitute work to be added to the agreement, provided that said work shall not unreasonably delay the PROJECT schedule. Unless otherwise agreed to by the PARTIES in writing, whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.
- K. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.
- L. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Project Development
 Attn: Tara Orbon, P.E.
 Cook County Department of Transportation and Highways
 69 W. Washington Street, 23rd Floor
 Chicago, IL 60602
 E-mail: Tara.Orbon@cookcountyil.gov

IV. REPORTING

- A. **Quarterly Performance Reports.** The GRANTEE must submit quarterly performance reports to the COUNTY not later than thirty (30) days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number;
 2. an estimated percentage of Phase I engineering work completed for the PROJECT;
 3. a statement indicating whether Phase I engineering work for the PROJECT is on, behind or ahead of schedule;
 4. a record of Phase I engineering activities and expenditures to date and for the current reporting period;
 5. a forecast of quarterly Phase I engineering activities and expenditures for the remainder of the PROJECT; and
 6. any significant changes to the PROJECT schedule.
- B. **Extensions.** The GRANTEE may request to extend the due date of any quarterly performance reports and the COUNTY will reasonably consider any such requests.
- C. **Use of Reports.** The COUNTY will use quarterly performance reports to compare the rate of the GRANTEE's actual expenditures to the planned amounts in the approved PROJECT budget (EXHIBIT A) and to track Phase I engineering activities against the approved milestones in the PROJECT schedule (EXHIBIT B).
- D. **Final Performance Report.** The GRANTEE must submit a final performance report with its request for final reimbursement. The final report should describe cumulative Phase I

engineering activities, including a complete description of the GRANTEE's achievements with respect to the PROJECT's objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.

- E. **Report Format.** The GRANTEE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.
- F. **Failure to Report.** The GRANTEE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Strategic Planning and Policy
 Attn: Jesse Elam
 Cook County Department of Transportation and Highways
 69 W. Washington Street, 23rd Floor
 Chicago, IL 60602
 E-mail: Jesse.Elam@cookcountyil.gov

V. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. **Conflicts of Interest.** The GRANTEE understands and agrees that no director, officer, agent or employee of the GRANTEE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.

- F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 21-IICRD-02-EG. The GRANTEE shall include COUNTY section number 21-IICRD-02-EG on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.
- H. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section V (J) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- I. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT's Superintendent shall be final.
- J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- K. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- L. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of their obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- M. **Indemnification.** The GRANTEE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the GRANTEE, its officers, directors, employees, agents, consultants, contractors,

subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.

- N. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the GRANTEE.
- O. **No Individual or Personal Liability.** The PARTIES agree that the actions taken and the representations made by each respective PARTY and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.
- P. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- Q. **Notices.** Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:
- To the COUNTY: Superintendent
 Attn: Jennifer "Sis" Killen, P.E., PTOE
 Cook County Department of Transportation and Highways
 69 W. Washington Street, 24th Floor
 Chicago, IL 60602
 E-mail: Jennifer.Killen@cookcountyl.gov
- To the GRANTEE: Village Engineer
 Attn: Darren Monico
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, IL 60089
 E-mail: DMonico@vbg.org
- R. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT C.
- S. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

- T. **Records Maintenance.** The GRANTEE shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- U. **Reviews and Audits.** The GRANTEE shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- V. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- W. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- X. **Timely Review and Approval.** Wherever in this AGREEMENT approval or review by either the COUNTY or GRANTEE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- Y. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.
- Z. **Waiver of Default.** The failure by the COUNTY or GRANTEE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or GRANTEE unless such provision is waived in writing.

(signature page to follow)

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF BUFFALO GROVE:

 Toni Preckwinkle
 President
 Cook County Board of Commissioners

 Beverly Sussman
 Village President

This ____ day of _____, _____

This ____ day of _____, _____

ATTEST: _____
 County Clerk

ATTEST: _____
 Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
 Kimberly M. Foxx, State's Attorney

 Jennifer "Sis" Killen, P.E., PTOE
 Superintendent
 County of Cook
 Department of Transportation and Highways

By: _____
 Assistant State's Attorney

Attachment: 2021 IIC Buffalo Grove IGA (O-2021-66 : Approve IGA Invest in Cook Grant)

EXHIBIT A

Funding Breakdown

PHASE	TOTAL ESTIMATED COST	GRANTEE SHARE	COUNTY SHARE
Phase I Engineering	\$1,390,000	Balance	36% (up to \$500,000)

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF COOK RELATING TO AN INVEST IN COOK GRANT
FOR THE PHASE I ENGINEERING STUDY FOR LAKE COOK ROAD BETWEEN
RAUPP BOULEVARD AND ARLINGTON HEIGHTS ROAD

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

WHEREAS, the quality of life is enhanced by a high quality arterial street transportation system which operates efficiently and which does not experience extreme congestion so as to induce motorists to “cut through” neighborhood streets in order to reduce travel times; and,

WHEREAS, the Village of Buffalo Grove has been awarded an Invest in Cook Grant in the amount of \$500,000 for the Phase I Engineering Study for Lake Cook Road, between Raupp Boulevard and Arlington Heights Road. and,

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

Section 1: The Agreement entitled “Intergovernmental Agreement” between the County of Cook and the Village of Buffalo Grove related to the Lake Cook Road (Raupp Boulevard to Arlington Heights Road) Phase I Engineering Study, is hereby approved (“Agreement”). The foregoing WHEREAS clauses are hereby incorporated.

Section 2: The Village President and Village Clerk are authorized and directed to execute the Agreement. A copy of said Agreement is attached hereto and made a part hereof.

Section 3: 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk



Ordinance No. O-2021-67 : Approve Final Plat of Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake Cook

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

Bluestone Single Tenant Properties is proposing to redevelop a 7.6 acres lot at 700 Lake Cook Road to be subdivided into 4 lots. Lot 1 is proposed to contain a retail establishment, convenience store (Ricky Rockets), and fuel center. Lot 2 is proposed to contain a car wash (Ricky Rockets). Lot 3 and Lot 4 will be proposed to be developed at a future date. The proposed development requires approval of a Final Plat of Subdivision; Rezoning to the B3 Planned Business District; a Special Use for a Planned Unit Development a Special Use for a drive-through facility; a Development Plan for the subject property to contain a retail establishment, convenience store, fuel center, and car wash on two of four lots; and variations to the zoning and sign code.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOC)
- Exhibit A Zoning and Sign Variations (DOCX)
- Exhibit B Plan Set (PDF)
- Exhibit C PZC Minutes(PDF)
- Objections and Petitioner Response (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 16, 2021

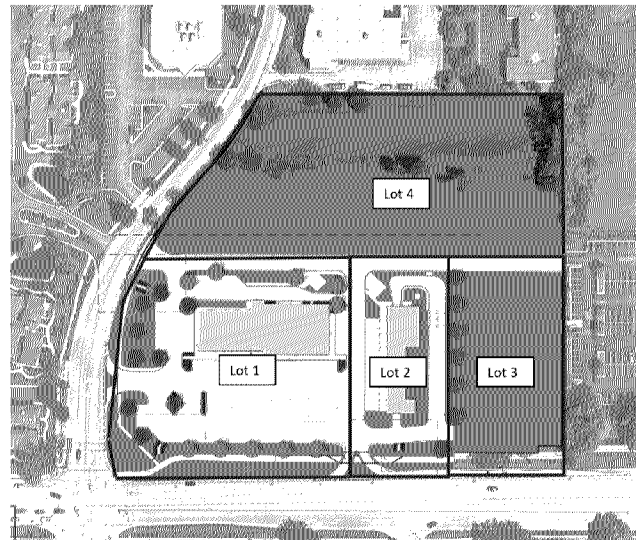
TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director Community Development

SUBJECT: 700 Lake Cook Road –Rezoning to B3 Planned Business Center; Final Plat of Subdivision, the Vacation of an Easement; Special Use for a Planned Unit Development; Special Use for a Drive-Through; and Development Plan approval with Zoning and Sign Variances of the property proposed to contain a retail establishment, convenience store, fuel center and car wash on two of four lots within this site.

PROJECT BACKGROUND

Bluestone Single Tenant Properties (BSTP Midwest) is proposing to redevelop a 7.6 acres lot at 700 Lake Cook Road to be subdivided into 4 lots. Lot 1 which is 2.32 acres in area is proposed to contain a retail establishment, convenience store (Ricky Rockets), and fuel center. Lot 2 which is 0.97 acres is proposed to contain a car wash (Ricky Rockets). Lot 3 (1.06 acres) and Lot 4 (3.24 acres) will be proposed to be developed at a future date.



The site was formerly improved with a 100,000 square foot office building, which was occupied by BMO Harris Bank. This building is currently demolished.

The proposed development at 700 Lake Cook Road requires a plat of subdivision approval for 7.6 acre lot to be subdivided into 4 lots; Rezoning to B3 Planned Business District to allow for the commercial uses proposed on the subject property; Special use for a Planned Unit Development; Special Use for a drive-through; and a development plan approval with zoning and sign variances for the proposed retail center, convenience store, fuel center and car wash on two of the four lots within the site as outlined further in the report.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the 700 Lake Cook Road rezoning to B3 Planned Business Center; Special Use for a Planned Unit Development; Special Use for a Drive-Through; and Development Plan approval with Zoning and Sign Variances of the property proposed to contain a retail establishment, convenience store, fuel center and car wash on two of four lots within this site. subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached as part of the petition.
2. A final plat of subdivision shall be revised in a manner acceptable to the Village as required.
3. Final Engineering plans shall be revised in a manner acceptable to the Village as required.
4. Any directional or incidental sign added to the sign package provided shall be reviewed administratively by Staff.
5. The future development of lots 3 & 4 shall be subject to the review and approval of the Village and in accordance with Village Code.
6. Future permitted and special uses on the Property shall comply with the B3 Planned Business Center District.
7. ***Staff will work with petitioners on ground sign #3 to conform with Village Code.***
8. ***Petitioners will work with staff on the height on the car wash equipment tower.***
9. ***Village Staff will work on the reviewing the photometric plan.***

The PZC added conditions 7, 8 & 9 above during the public hearing. Subsequent to the public hearing, the final three conditions have been addressed in accordance with Staff's satisfaction. Revised submitted plans show that ground sign #3 is now in conformance to code standards. The height of the carwash tower on the southwest corner was reduced from 36' to 30' in height, consistent with the proposed new buildings. Lastly, Staff has reviewed the revised photometric plans and has no concerns. As these three conditions have been addressed in the revised submitted plan, they are not included in the attached ordinance.

Public Hearing Comments

During the public hearing, a few members of the public spoke expressing concerns regarding traffic and safety of the development. Furthermore, the Lexington Commons HOA, located to the south, wrote an objection letter to the development. The petitioner did provide a written response to the objections, which are included in the packet.

PLANNING & ZONING ANALYSIS

Plat of Subdivision

- The Petitioner is proposing a final plat of subdivision by subdividing the single parcel into 4 parcels/lots.
- The petitioner is also requesting the vacation of a blanket easement that originally governed the property.
- The petitioner is also granting a public access easement as part of the development.

Site Plan/Zoning Analysis Lot 1

- Lot 1 measures 101,079 square feet (2.32 acres) located on the west portion of property.

- The proposed plan on Lot 1 includes an approximate 4,800 sf retail center next to an 8,900 sf convenience store. In addition, it contains a 6,480 sf fuel-canopy.
- In terms of height restrictions, the B3 district does not have a height restriction. The highest point on this lot is the convenience store, which is 30 feet.

Retail Establishment

- The 4,800 square foot retail establishment is a single-story building and presently proposed to contain 5 tenants within this building.
- The retail establishment is adjacent to the convenience store on the east.
- The highest point of the retail building will be 23'-6".

Convenience Store

- The 8,900 square foot Ricky Rockets convenience store will offer food and essential items, and will have a drive-through restaurant integrated with this space.
- The drive-through restaurant requires a special-use for a drive-through facility, which is located the north of the convenience store. The drive-through will provide a stacking 10 cars.
- The Ricky Rockets convenience store will be in operation 24 hours through the week.
- The convenience store will employ approximately 20 full-time employees which includes 5/6 part-time employees and 2 overnight employees.
- The highest point of the convenience store building will be 30'. This building tapers down to height of 22' in the rear portion.

Fuel Canopy

- The 6,480 square foot fuel canopy will be operated by Ricky Rockets and is located in front of the retail and convenience store.
- The canopy will consist of 20 fueling stations. And have a height of 19'.
- Per the Zoning Ordinance, any accessory structure such as the canopy, cannot be located closer to the front lot line than the principal building. Since the canopies are in front of the principal buildings, a variation is required. This is a common variation request for gas stations.

Site Plan/Zoning Analysis Lot 2:

- Lot 2 measures 42,614 square feet (0.97 acres)
- The proposed plan on Lot 2 includes a 6,250 square foot car wash.
- In terms of height restrictions, the B3 district does not have a height restriction. The highest point is on this lot is the architectural tower for the Ricky Rockets car was which is 30 ft tall.

Car Wash

- The access to the Ricky Rockets car wash is on the north side of the building with the exit on the south, and also includes 12 vacuum stands on the east.
- The Ricky Rockets car wash will be in operation all 7 days of the week from 6:00 am to 10:00 pm, and will employ 3 employees per shift.
- The Ricky Rockets car wash is a new modernistic building proposed, which complements the convenience with open glass structure and bold lines.
- The highest point of the Ricky Rockets car wash is 30' on the raised southeast corner of the car wash building, the rest of the building is 20' in height.

Landscaping

- The Petitioner has provided a landscape plan which adheres to all recommendations from the Village Forester and the Code.

Stormwater

- The project is reducing a total amount of impervious surface by a small fraction.
- The northern portion of the lot contains an existing stormwater detention basin, which will have adequate storage volume for the proposed development.
- The Engineering Department has reviewed the engineering plans as well as a Stormwater Management Report produced by Manhard Consulting and have no concerns.

Traffic, Accessibility, and Parking

- The site currently has two full access points via Lexington Drive.
- Access to the development is proposed via a right-turn in/right-turn out access drive on Lake-Cook Road, a full access drive and a right-turn in/right-turn out access drive on Lexington Drive, and future cross access to the parcel directly east of the site.
- KLOA a conducted a traffic study and found that with the Lake-Cook Road roadway improvements, the roadway system has capacity to accommodate the development traffic volumes and no additional roadway improvements and/or traffic control modifications are required.
- A variation is required for parking in Lot 1 for the convenient store and gas station, both of which do not offer the required number of parking spaces. However, customers for both uses can utilize the retail establishment's 24 surplus parking spaces. The code requires the retail establishment to have 19 spaces and a total of 43 are offered. In addition, most customers of the convenience store will park at the pumps (20 pumps in total) when entering the store.

Signage**Summary of Signage on Lot 1 and Lot 2**

- The applicant is proposing a total of 19 signs, 3 ground signs, 15 wall signs, and 1 roof sign.
- While some of the ground signs may seem large and additional requested wall signs on certain elevations, staff believes the request is reasonable given the overall size and scale of the buildings on lot 1 and lot 2. Furthermore, had both lots been developed with a large multi-tenant shopping center, it is likely that the total number of walls signs permitted would be higher than what is being proposed. Staff finds that the overall sign package is acceptable.
- Exhibit A provides a diagram and a matrix of all sign locations and variations.

VARIATIONS

The project requires two zoning variations. A variation to allow the canopy in the front yard and a variation to allow parking relief for convenience store and gas station. In addition, various sign variances are requested. Exhibit A provides full details of the zoning and signage variations, including a diagram and a matrix indicating signage locations and variations.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance granting (1) Final Plat of Subdivision, with the vacation of an easement and granting of a public access easement; (2) Rezoning to the B3 Planned Business District; (3) a Special Use for a Planned Unit Development (4) a Special Use for a drive-through facility; (5) a Development Plan for the subject property to contain a retail establishment, convenience store, fuel center, and car wash on two of four lots; and (6) variations to the zoning and sign code as detailed in Exhibit A, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2021 –

AN ORDINANCE APPROVING THE FINAL PLAT OF SUBDIVISION WITH A VACATION OF AN EASEMENT AND GRANTING OF A PUBLIC ACCESS EASEMENT; REZONING TO B3 PLANNED BUSINESS DISTRICT; SPECIAL USE FOR A PLAT OF SUBDIVISION; SPECIAL USE FOR DRIVE THROUGH FACILITY;; DEVELOPMENT PLAN APPROVAL WITH VARIATIONS TO THE ZONING AND SIGN CODE FOR THE PROPERTY AT 700 LAKE COOK ROAD - RICKY ROCKETS

**VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

700 LAKE COOK ROAD

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, 700 LAKE COOK ROAD (hereinafter referred to as the “Property”) is currently improved with an office building which is demolished; and,

WHEREAS, Bluestone Single Tenant Properties (hereinafter referred to as “Petitioner” or “Developer”), is proposing to redevelop a 7.6 acres lot at 700 Lake Cook Road to be subdivided into 4 lots. Lot 1 which is 2.32 acres in area is proposed to contain a retail establishment, convenience store (Ricky Rockets), and fuel center. Lot 2 which is 0.97 acres is proposed to contain a car wash (Ricky Rockets). Lot 3 (1.06 acres) and Lot 4 (3.24 acres) will be proposed to be developed at a future date; and,

WHEREAS, the Petitioner has filed a petition requesting approval of: (1) Final Plat of Subdivision with the vacation of an easement and granting of a public access easement; (2) Rezoning to the B3 Planned Business District; (3) a Special Use for a Planned Unit Development (4) a Special Use for a drive-through facility; (5) a Development Plan for the subject property to contain a retail establishment, convenience store, fuel center, and car wash on two of four lots; and (6) variations to the zoning and sign code as detailed in Exhibit A; and

WHEREAS, the proposed Development is being requested pursuant to the following exhibits:

EXHIBIT A Zoning and Signage Variations

EXHIBIT B Complete Plan Set

EXHIBIT C Minutes from the August 18, 2021 Planning & Zoning Commission Meeting

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on August 18, 2021 concerning the Development; and,

WHEREAS, the Planning & Zoning Commission voted 7 to 0 to recommend : (1) Final Plat of Subdivision with the vacation of an easement and granting of a public access easement; (2) Rezoning to the B3 Planned Business District; (3) a Special Use for a Planned Unit Development (4) a Special Use for a drive-through facility; (5) a Development Plan for the subject property to contain a retail establishment, convenience store, fuel center, and car wash on two of four lots; and (6) variations to the zoning and sign code

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. This ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and Sign Code and the Village's Home Rule powers. The preceding whereas clauses are hereby incorporated herein.

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance approving (1) Final Plat of Subdivision with the vacation of an easement and granting of a public access easement; (2) Rezoning to the B3 Planned Business District; (3) a Special Use for a Planned Unit Development (4) a Special Use for a drive-through facility; (5) a Development Plan for the subject property to contain a retail establishment, convenience store, fuel center, and car wash on two of four lots; and (6) variations to the zoning and sign code as detailed in Exhibit A, with the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached as part of the petition.
2. A final plat of subdivision shall be revised in a manner acceptable to the Village as required.
3. Final Engineering plans shall be revised in a manner acceptable to the Village as required.
4. Any directional or incidental sign added to the sign package provided shall be reviewed administratively by Staff.
5. The future development of lots 3 & 4 shall be subject to the review and approval of the Village and in accordance with Village Code.

6. Future permitted and special uses on the Property shall comply with the B3 Planned Business Center District.

Section 3. This Ordinance shall be in full force and effect. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A – Zoning and Sign Variations

**Ricky Rockets Development
700 Lake Cook Road**

EXHIBIT B – Plan Set

**Ricky Rockets Development
700 Lake Cook Road**

EXHIBIT C
Minutes from the August 18, 2021 Planning & Zoning Commission Meeting

Ricky Rockets Development
700 Lake Cook Road

Exhibit A. Zoning and Sign Variations

Variation Summary

Zoning Ordinance

Zoning Ordinance variations reflected in the plan:

A Variation to Section 17.32.020 of the Zoning Ordinance to allow an accessory structure (fuel canopy) in the front and side yards as depicted on the Preliminary Plan;

A Variation to Section 17.36.040 of the Zoning Ordinance to allow for a reduction to the minimum number of parking spaces for a retail establishments (convenience store and gas station).

Signage Ordinance

Sign Variations for Lot 1 which comprises of the retail establishment, convenience store and fuel canopy:

- a) A Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number of wall signs on the fueling canopy, convenience store, and retail establishment; and,*
- b) A Variation to Chapter 14.16 of the Sign Code to allow for the 2 ground signs that encroach into the required front yard and exceed the area and number of the ground signs permissible; and,*
- c) A Variation to Chapter 14.20 of the Sign Code to allow an Electronic Vehicle Fuel Sign and electronic message sign (one of the ground signs) to exceed the maximum height and size of the ground sign; and size of the digital display; and,*
- d) A Variation to Chapter 14.20 of the Sign Code to allow for a roof sign.*

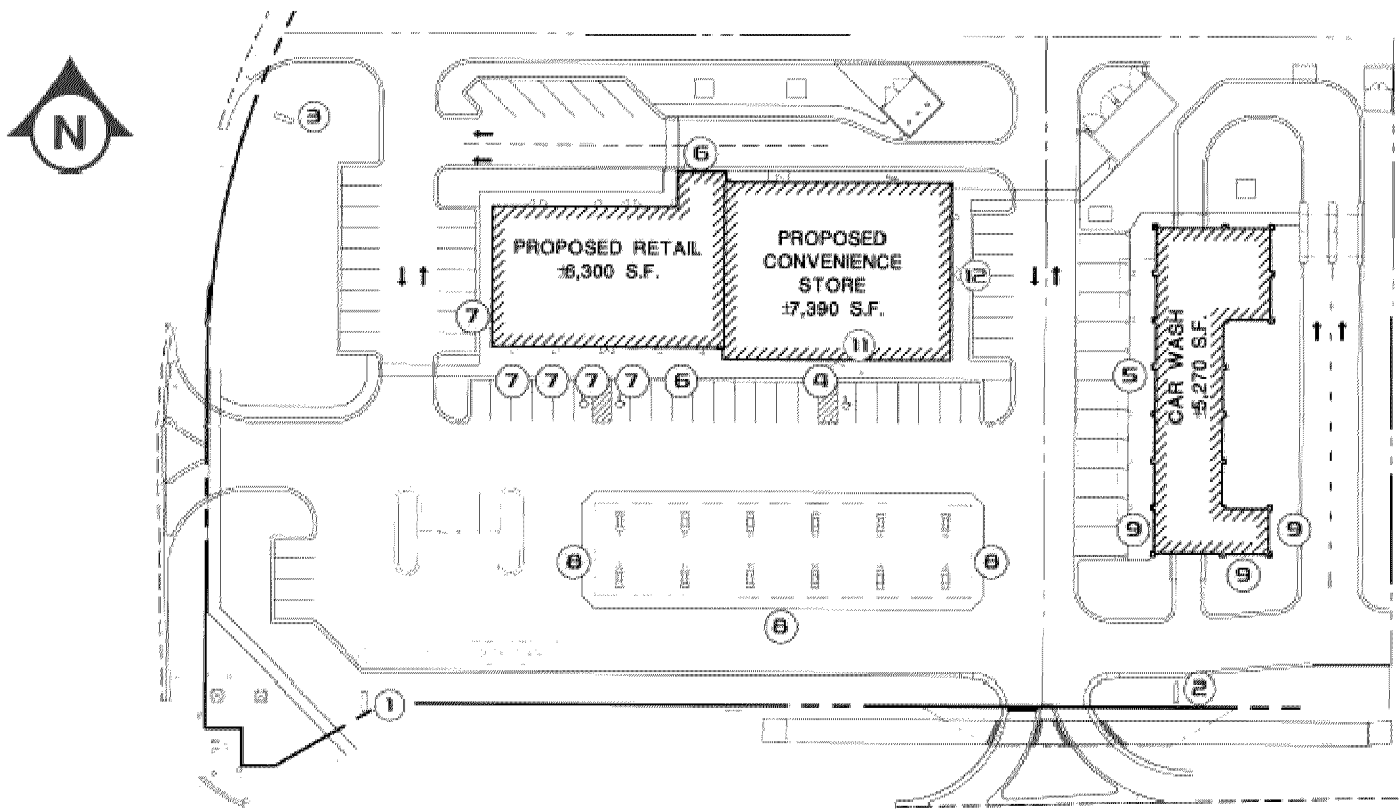
Sign Variations for Lot 2 which comprises of the Car Wash

- e) A Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number of wall signs; and,*
- f) A Variation to Chapter 14.20 to allow for an electronic message ground sign to exceed the size which encroaches into the required front yard setback.*

Signage Diagram and Matrix

The following is a diagram and matrix of the proposed signage (excluding incidental/directional signage) for the development:

Diagram 1. Proposed Signage Locations



Matrix 1. Signage Variations

Ground Signs			
Location & Assigned No. on Diagram		Proposed Sign Description	Variations Sought
Along Lake Cook Road	#1	Electronic Digital Fuel Sign 17' tall; 153 sq ft; Encroaching 14 ft into setback	• Variation for a digital fuel sign • Variation for electronic message sign • Variation for exceeding max height 15' • Variation for exceeding max size area of 100 sq ft • Variation for encroachment into the required setback of 15'
Along Lake Cook Rd	#2	Monument Sign with Electronic Message 12' tall; 104 sq ft; Encroaching 14 ft into setback	• Variation for electronic message sign • Variation for exceeding max size area of 80 sq ft in area • Variation to encroachment into the required setback of 15'
Along Lexington Drive	#3	Monument Sign 10' tall; 80 sq ft	NA
Wall Signs			
Location & Assigned No. on Diagram		Proposed Number of Signs	Variations Sought
Retail Bldgs S & W Elevations	#7 & #6	5	NA
Fuel Canopy S & W Elevation	#8	2	
Convenience Store S Elevation	#4	1	
Car Wash S & W Elevation	#9	2	
Retail Bldgs N Elevation	#6	1	• Variation to allow wall sign not facing a public right of way
Fuel Canopy E Elevation	#8	1	
Convenience Store E Elevation	#12	1	
Car Wash E Elevation	#9	1	
Car Wash W Elevation	#9	1	• Variation to allow a second wall sign facing a public right of way
Roof Signs			
Location & Assigned No. on Diagram		Proposed Number	Conformance to Code
Convenience Store South	#4	1	• Variation required for a roof sign.

BLUESTONE

SINGLE TENANT PROPERTIES

DEVELOPMENT NARRATIVE 700 E. Lake Cook Road Northeast Corner E. Lake Cook Road & Lexington Drive

BSTP Midwest, LLC is proposing a mixed-use redevelopment on the northeast corner of E. Lake Cook Road and Lexington Drive commonly known as 700 E. Lake Cook Road, which was currently occupied by a 100,000 square foot office building prior to demolition. The redevelopment of the 7.6-acre parcel will include an approximately 8,900 square foot convenience store, restaurant, and fuel center with twenty fueling locations. There will be a drive thru on the north side of the building, with the stacking lanes along the north side of the building. The approximately 4,800 square foot retail center contiguous to the convenience store will be demised into smaller spaces based on tenant size requirements. This development will also offer a state-of-the-art car wash. The car wash features dual conveyor belt system in lieu of the traditional metal guardrail conveyance systems, and the building has significant windows, enhancing the car wash experience for customers and aesthetics for passerby vehicles.

We are actively marketing the remaining one-acre retail outlot along the Lake-Cook Road frontage on the eastern portion of our site. In addition, we have had several interested users in the approximately 1.8-acre northern lot, and the ultimate configuration of this lot may have one or two users.

The convenience store, its proprietary food program, and fuel center will be operated by Ricky Rockets, a locally owned operator based in Hoffman Estates. Their convenience store is significantly bigger than any other fueling operator in the market with approximately 8,900 square feet of interior space. Most other operators' convenience stores range from 4,400 to 5,500 square feet without integrated food offerings. Our larger convenience store layout is due in part from Ricky Rockets' food program and the incorporation of a drive-thru restaurant into the space. The Ricky Rockets' food offering includes made-to-order meals from Ricky Rocket's commercial kitchen area, including pizza, burgers, pulled pork sandwiches and more.

The convenience store will operate 24 hours per day with a total of approximately 20 employees with 5 to 6 employees per shift with a minimum of 2 employees for the overnight shift. There are 21 parking spaces including 1 accessible space. Additionally, there are 12 fuel dispensers which allows for 24 fueling positions.

The proposed 4,800 square foot retail will have 43 parking spaces including 2 accessible spaces. The hours of operation have not been determined as specific tenants have not been identified.

The car wash will operate from 6:00 am to 10:00 pm and will have approximately 3 employees per shift. Additionally, the car wash will have 12 vacuum stalls.

The northern portion of the parcel contains an existing stormwater detention basin which currently provides detention for the existing site. Based on the stormwater calculations, the existing stormwater detention basin will have adequate storage volume for the proposed development.

The development will have access via a right-in/right-out driveway and full access driveway to/from Lexington Drive. The right-in/right-out access point will provide direct access to the convenience store and fuel center, and retail building. The full access point will provide access to all lots via a common access drive extending to the east property line. The site will also have a right-in/right-out only driveway on Lake-Cook Road, directly servicing the fuel center and car wash, which has been approved by Cook County DOT.

BLUESTONE SINGLE TENANT PROPERTIES, LLC

The location of the proposed signage for the development is as shown on the enclosed plans, with separate monument type signs on each of the lots.

Upon approval of these requests by the Village of Buffalo Grove, the development will commence construction in Fall 2021.

Respectfully,

Michael J. MacKinnon
Managing Member

SHEET 2 OF 2

OWNER AND NOTARY CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF) SS

THIS IS TO CERTIFY THAT ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ALSO, THIS IS TO CERTIFY THAT TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, THE SUBDIVISION LIES IN THE FOLLOWING SCHOOL DISTRICTS:

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____ A.D., 20_____.

BY: _____

TITLE: _____

ATTEST.

ENGINEER'S SURFA

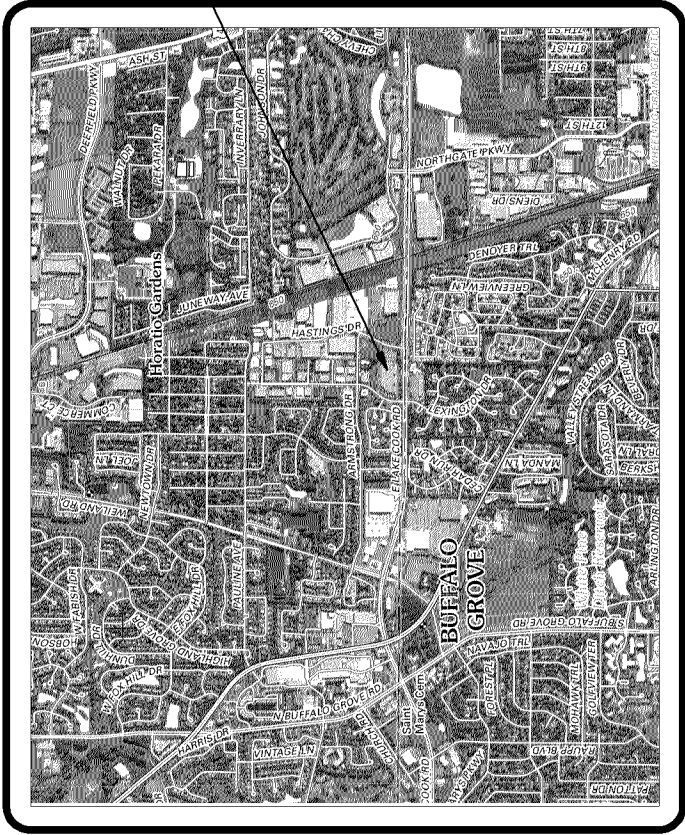
STATE OF ILLINOIS)
COUNTY OF) SS

THIS IS TO CERTIFY THAT I, A RE
OF MY KNOWLEDGE AND BELIEF
CONSTRUCTION OF SUCH SUBD
DRAINAGE WILL BE CHANGED, A
DIVERSION OF SUCH SURFACE
HAS THE RIGHT TO USE, AND TH
PROPERTY OF ADJOINING LAND
TO THE ADJOINING PROPERTY E

DATED THIS _____ DAY OF _____

BY: _____

SITE

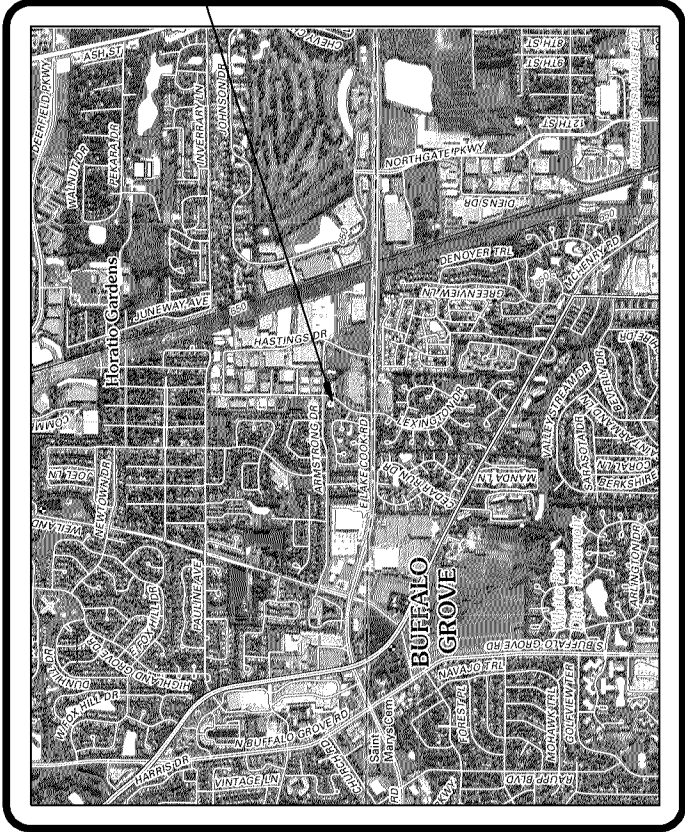


VICINITY MAP



GRAPHIC SCALE - FEET

SITE



VICINITY MAP



40 0 40 80

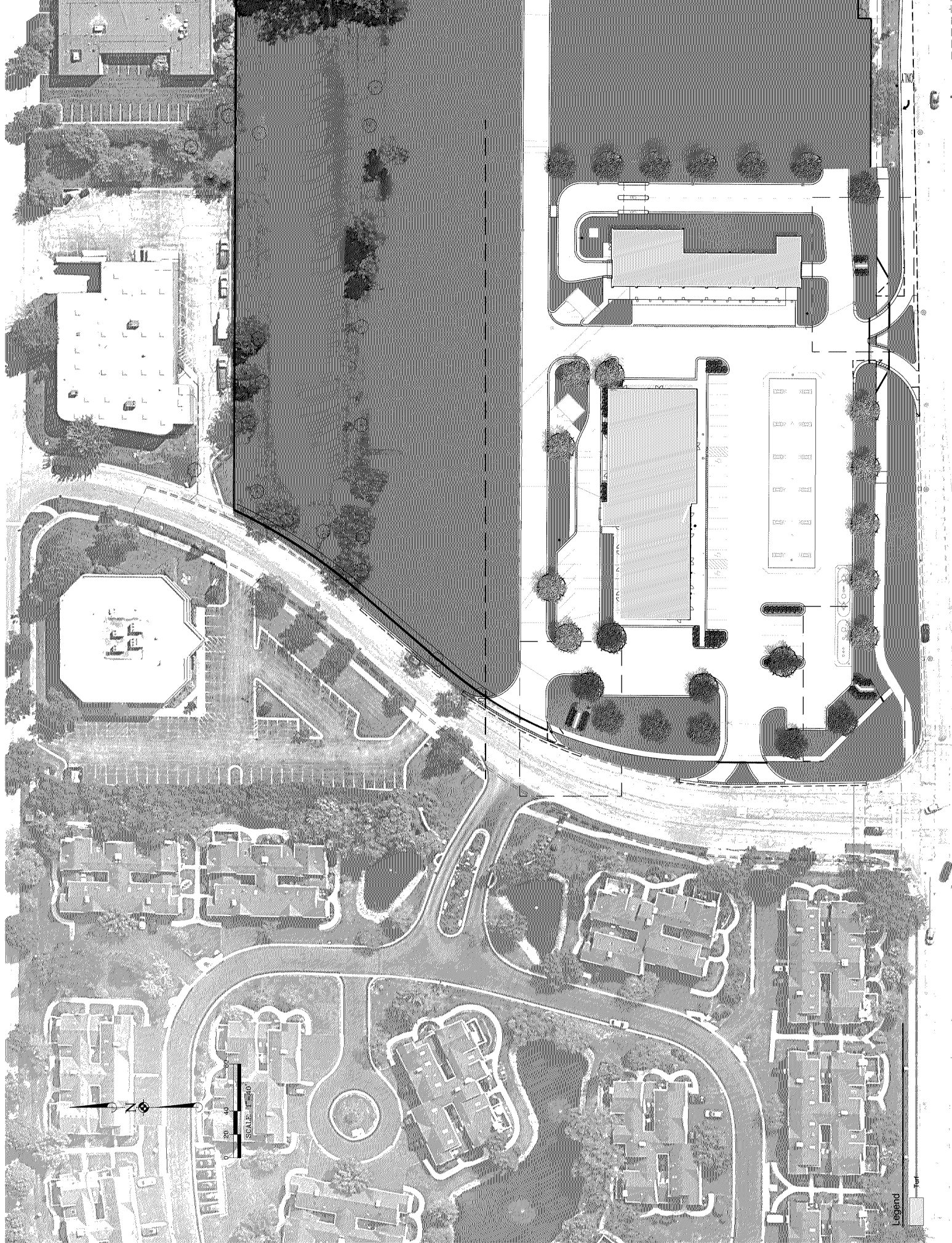
GRAPHIC SCALE - FEET

BASIS OF BEARING

HELD RECORD BEARING ALONG THE NORTH LINE OF LOT 1

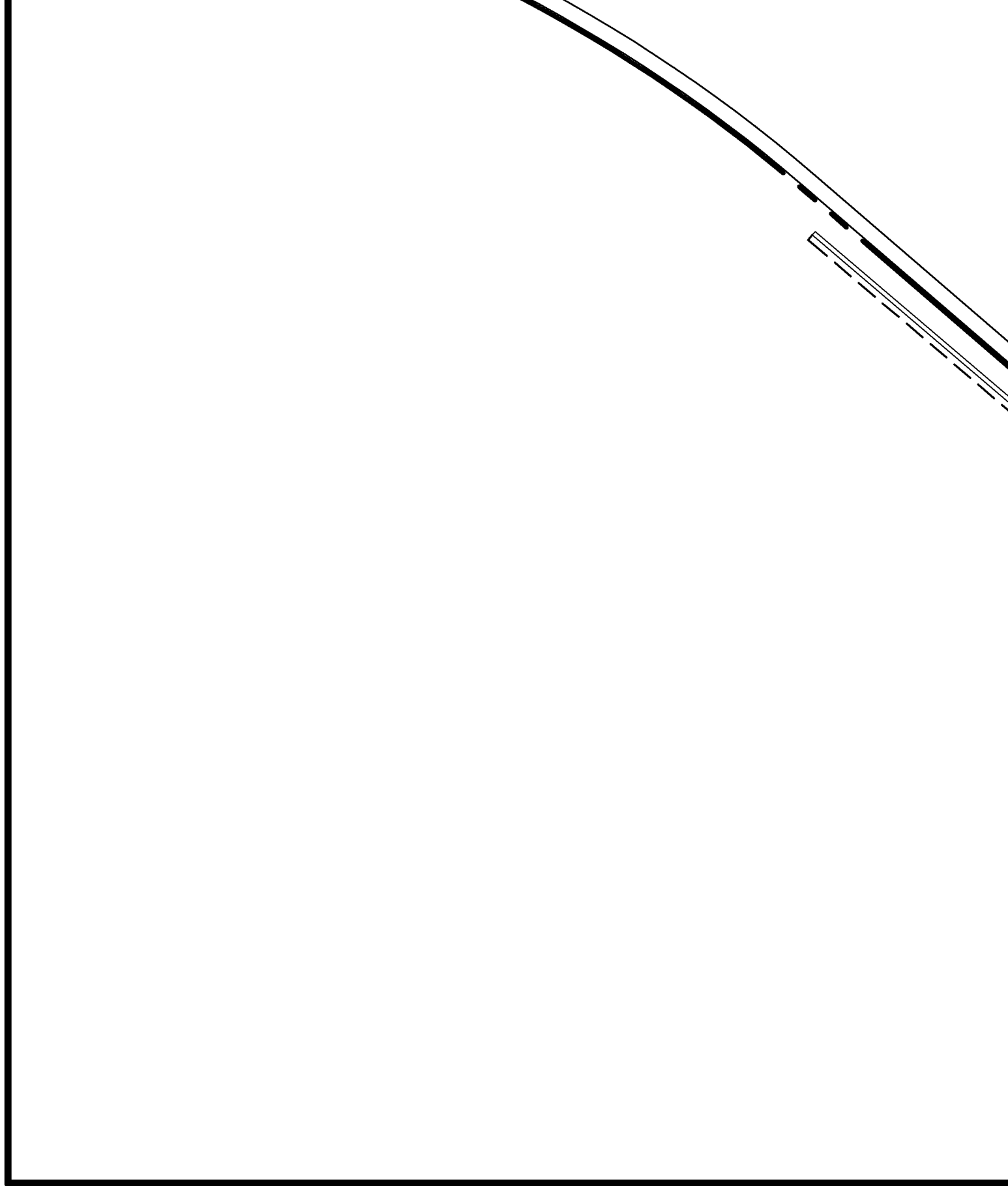
ACCESS EASEMENT PROVISIONS

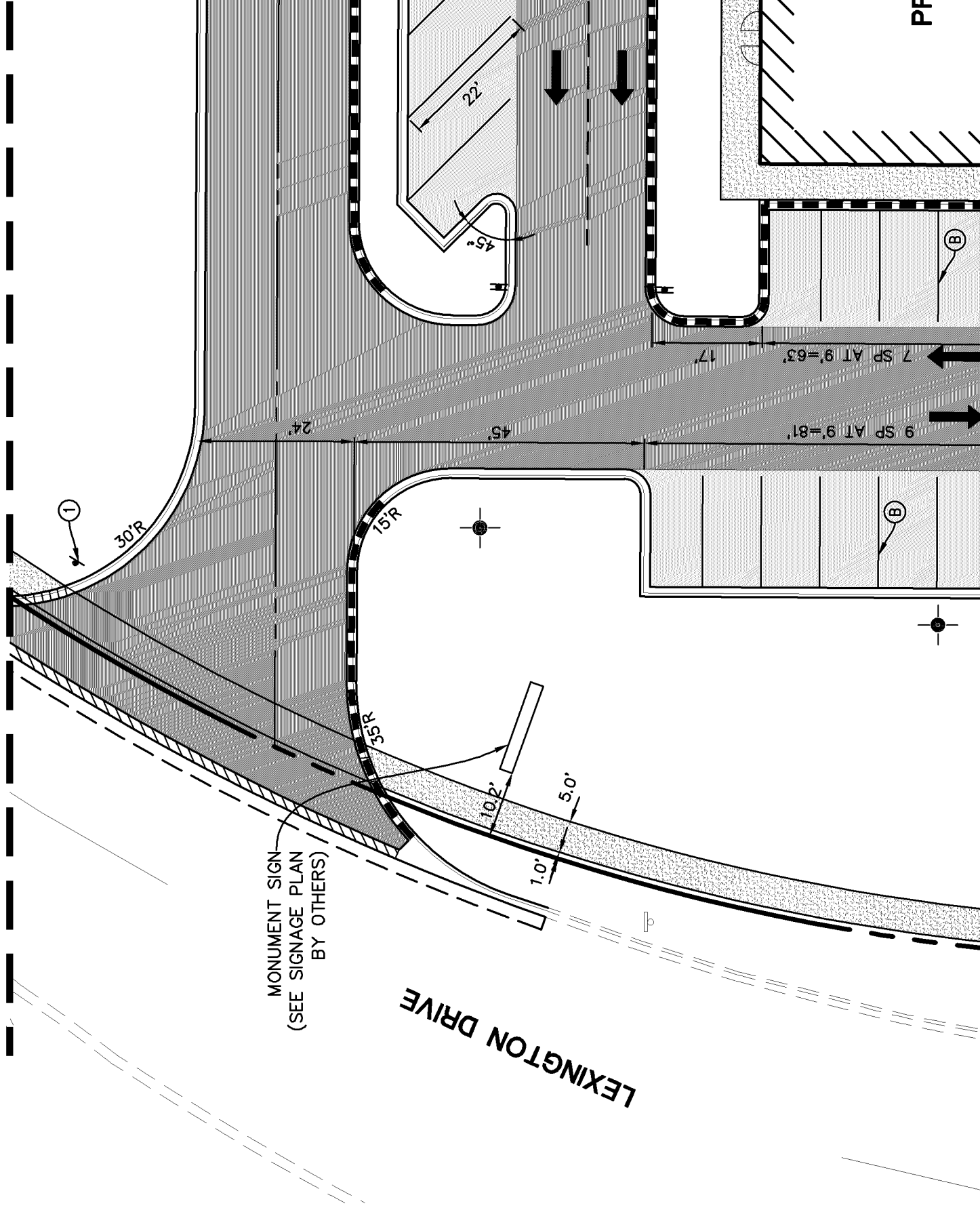
A PERMANENT, NON-EXCLUSIVE ACCESS EASEMENT IS HEREBY GRANTED FOR ENTRANCE, INGRESS, EGRESS, AND PASSAGEWAY FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER, THROUGH AND ACROSS ANY AND ALL DRIVEWAYS, ROADWAYS, ACCESS POINTS AS DEPICTED HEREON AND REFERENCE AS "ACCESS EASEMENT" TO PROVIDE FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS BETWEEN ALL PORTIONS OF THE PROPERTY AND THE ADJACENT PROPERTY TO AND FROM ALL ABUTTING STREETS OR RIGHTS OF WAY FURNISHING ACCESS TO THE PROPERTY AND ADJACENT PROPERTY INCLUDING ALL SIDEWALKS, WALKWAYS, AND PEDWAYS (COLLECTIVELY, THE "ACCESS EASEMENT"). THE ACCESS EASEMENT SHALL BE FOR THE PURPOSE OF ACCESSING THE PROPERTIES FOR THE CONDUCT OF BUSINESS THEREUPON AND SHALL IN NO EVENT INCLUDE RIGHTS OR PARKING FOR DELIVERY OR TRUCK PARKING, EMPLOYEE OR CUSTOMER PARKING, OR OVERNIGHT PARKING

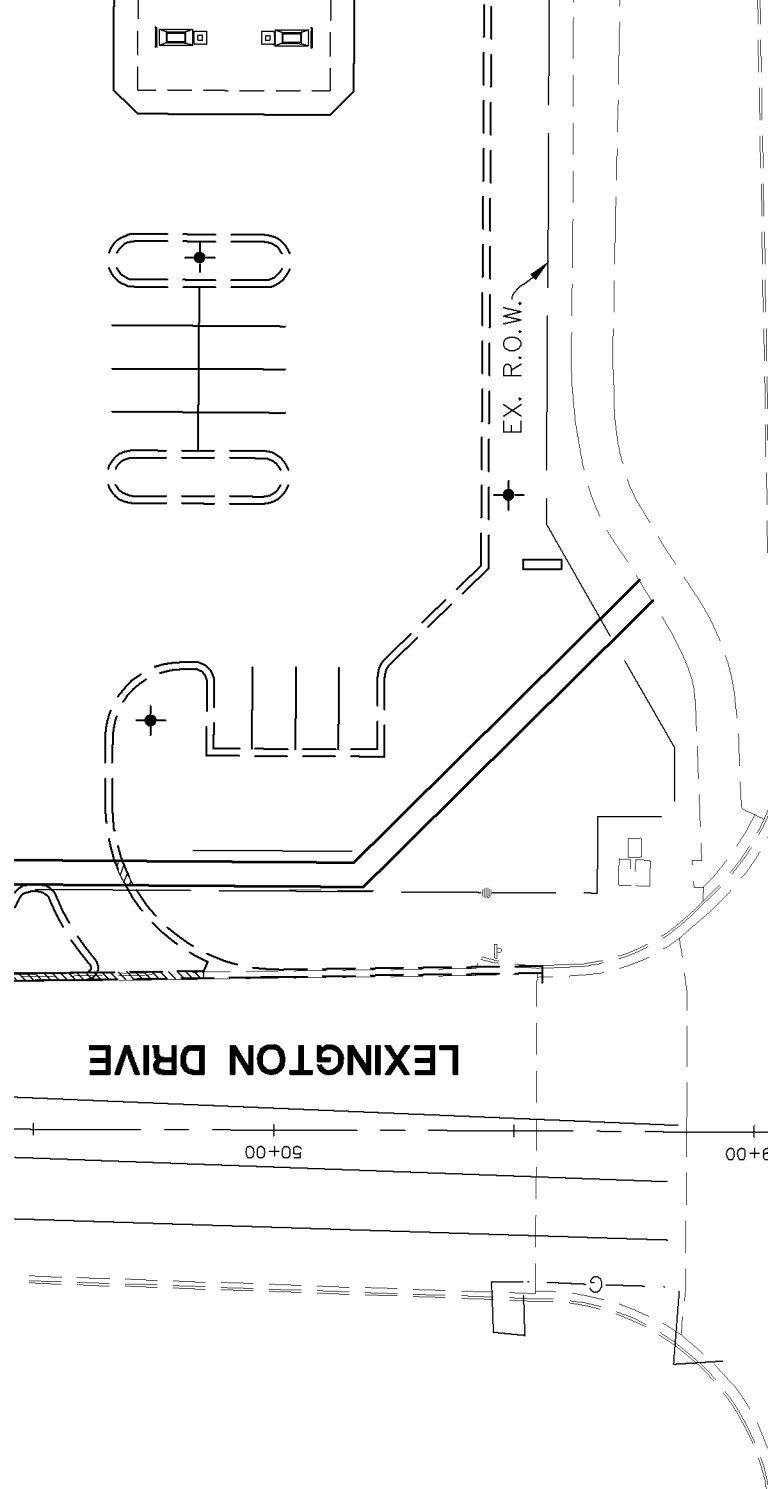






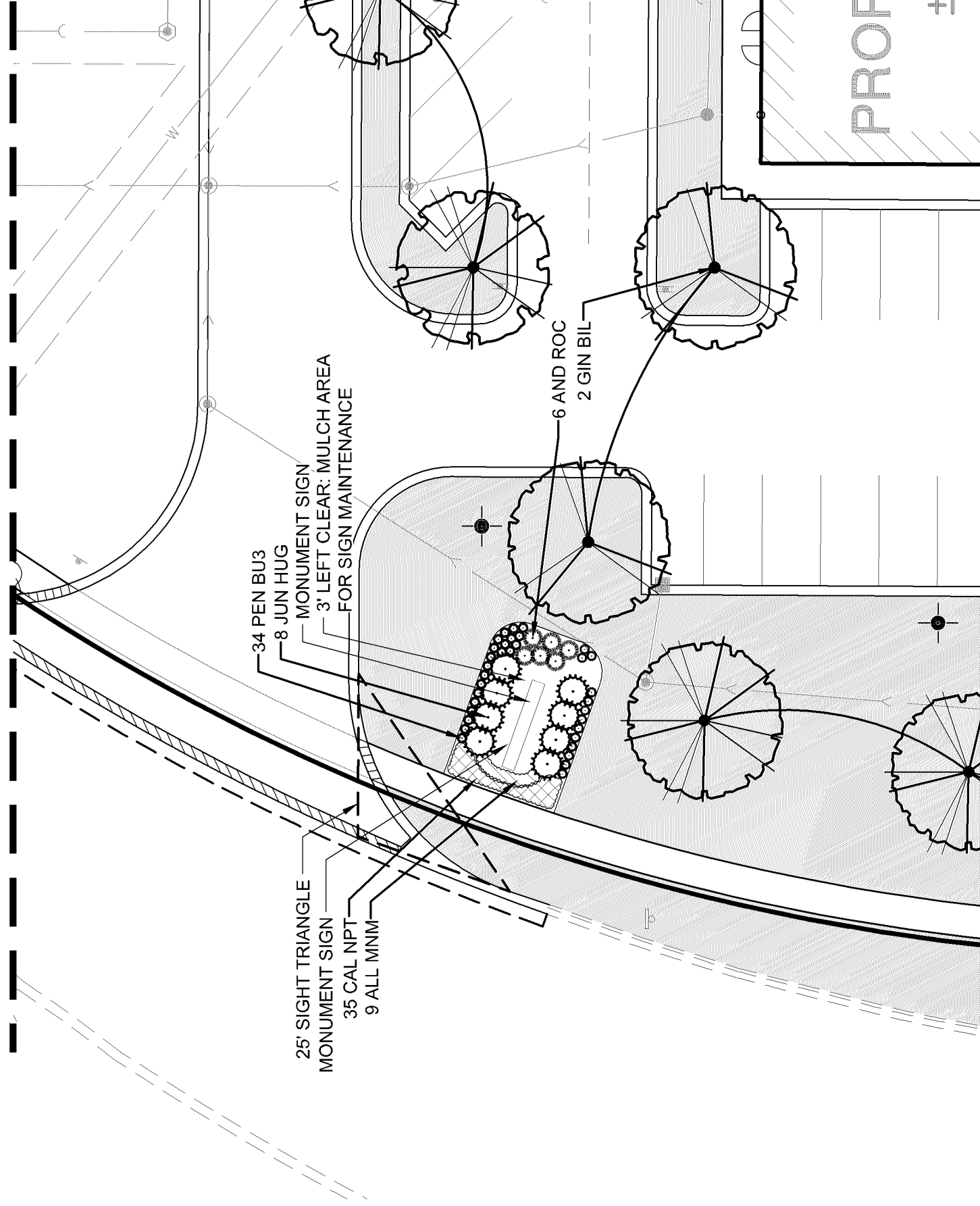






REF

PROF

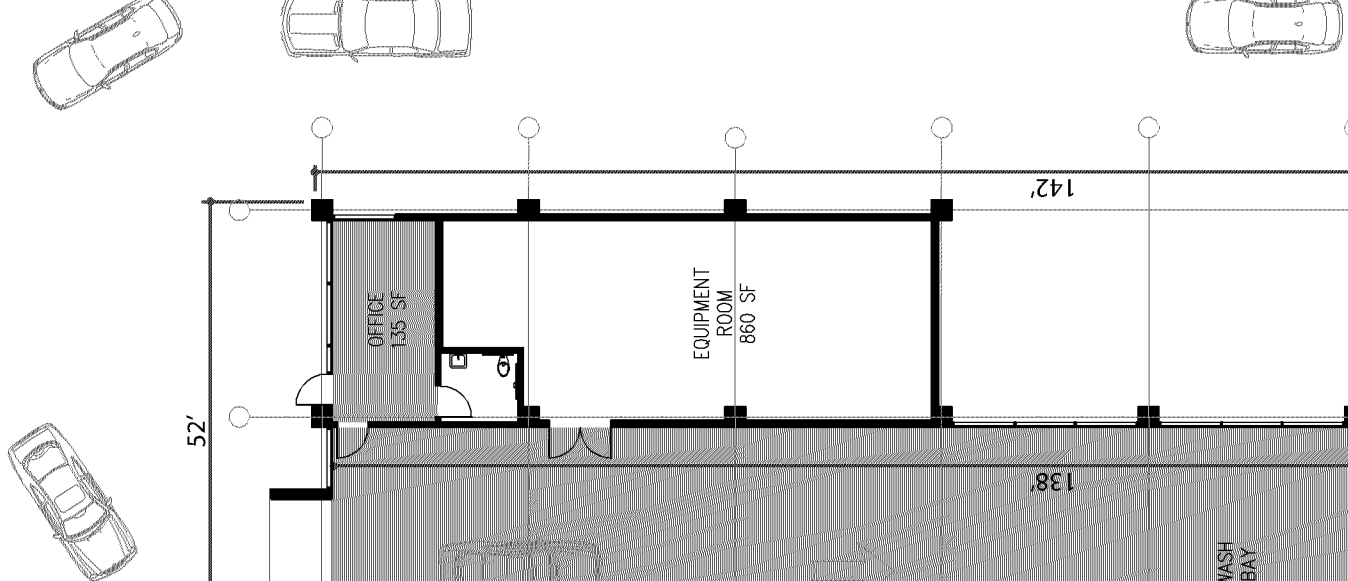


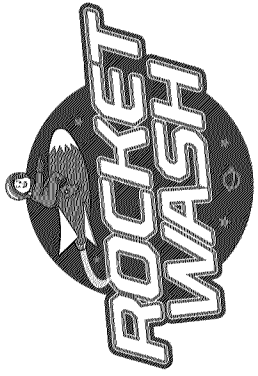
34 PEN BU3
8 JUN HUG
MONUMENT SIGN
3' LEFT CLEAR: MULCH AREA
FOR SIGN MAINTENANCE

25' SIGHT TRIANGLE
MONUMENT SIGN
35 CAL NPT
9 ALL MNM

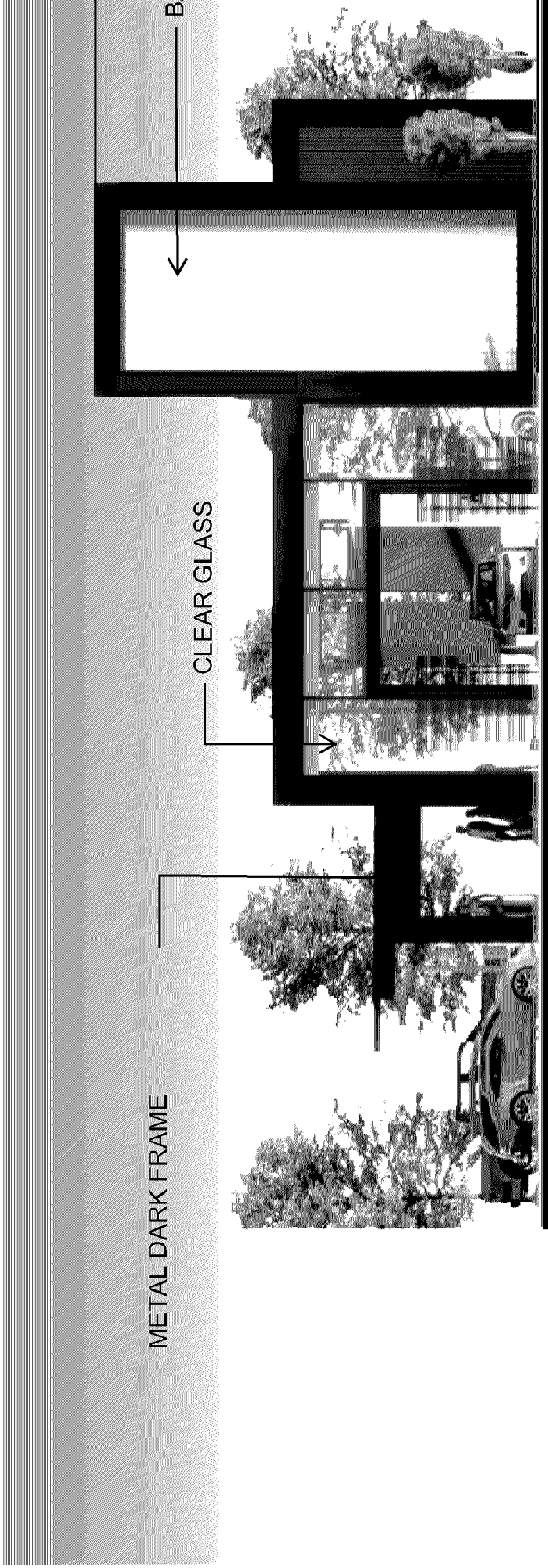
6 AND ROC
2 GIN BIL

NOTE: VACUUM
EQUIPMENT IN ENLARGED
TRASH ENCLOSURE
OR
GROUND FLOOR OF TOWER



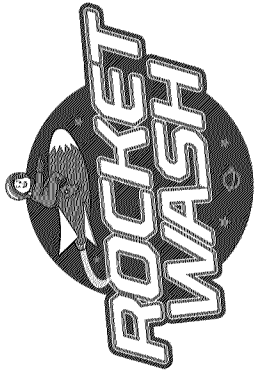


EXTERIOR ELEVATIONS
08/26/2021



SOUTH ELEVATION





EXTERIOR ELEVATIONS
08/26/2021

METAL WALL PANEL

CLEAR GLASS

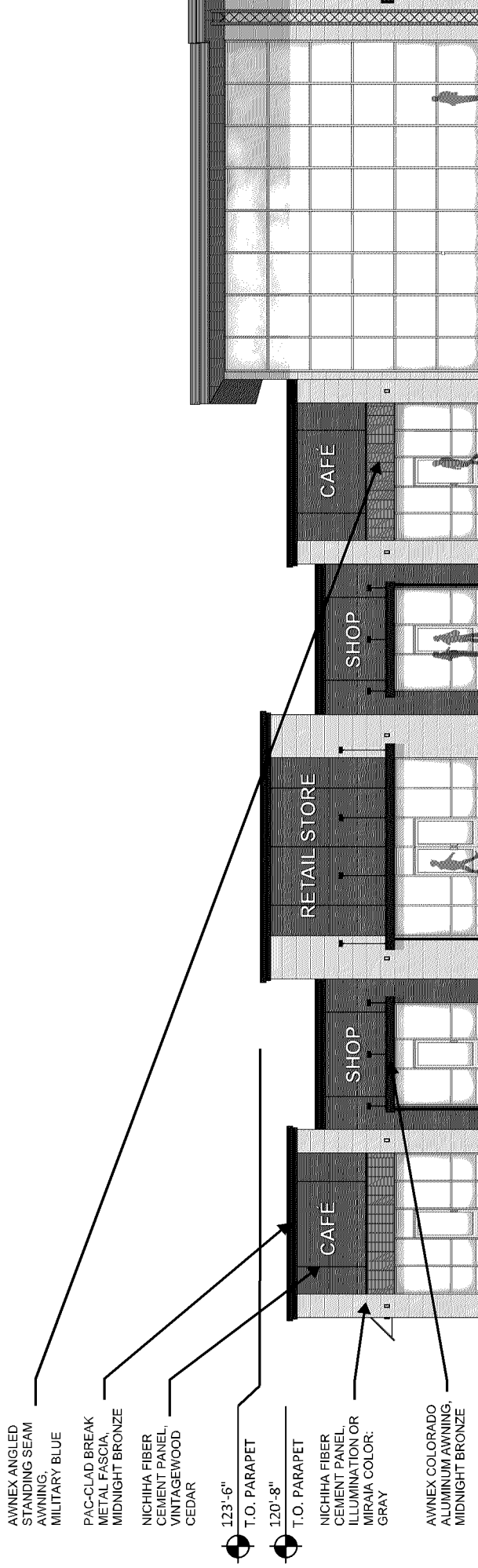
METAL DARK FRAME

30'-0"

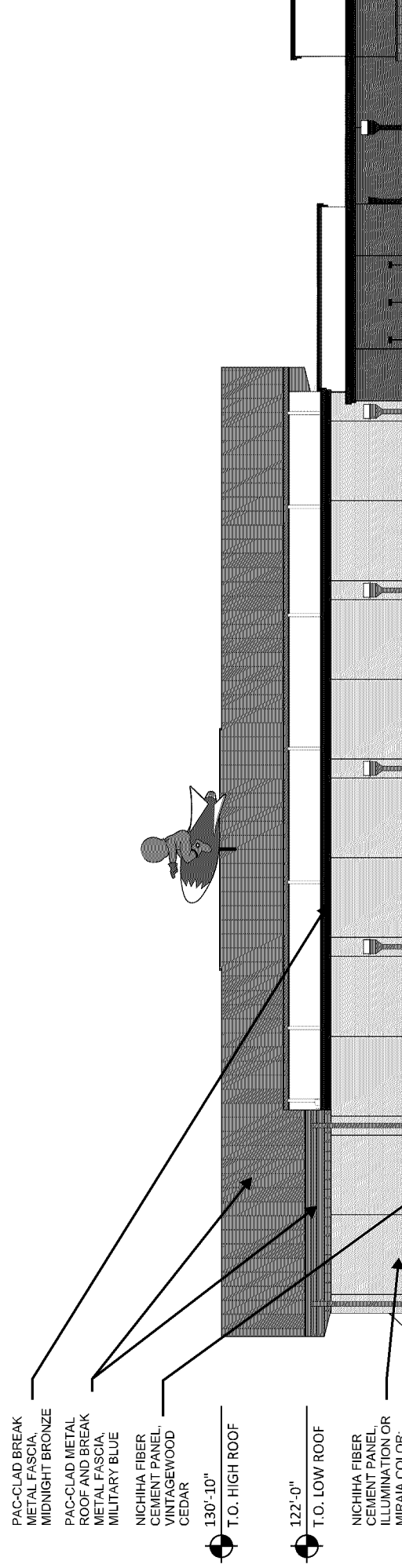
EAST ELEVATION

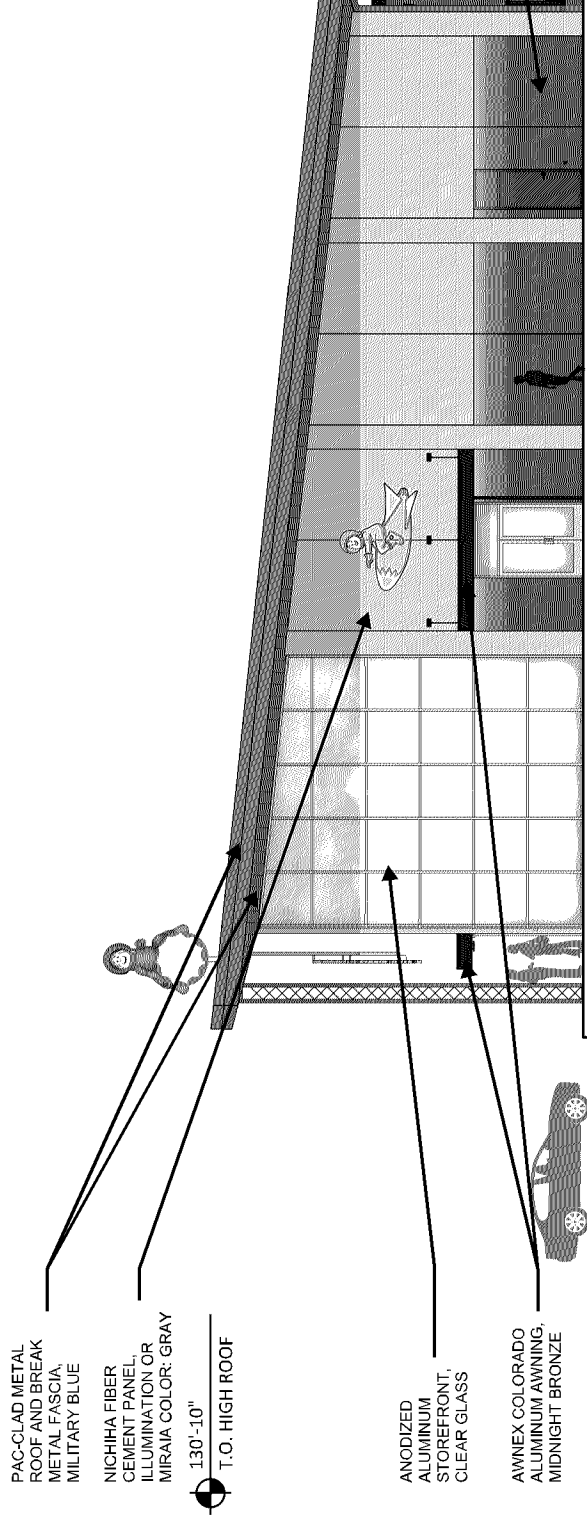
CLEAR GLASS

METAL

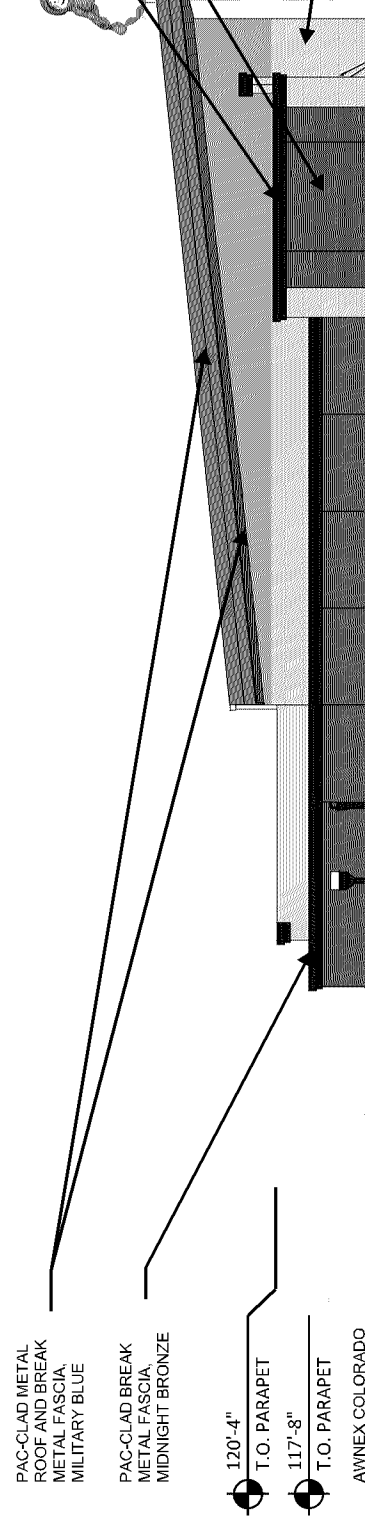


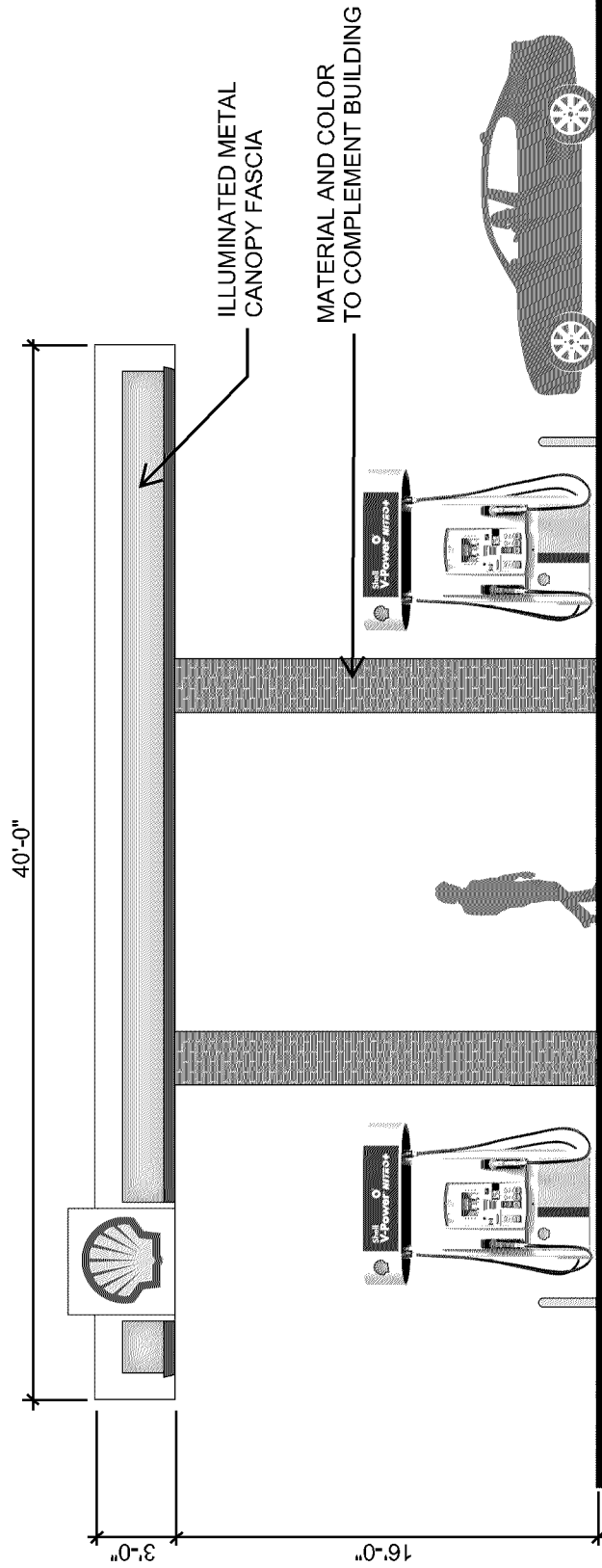
FRONT ELEVATION





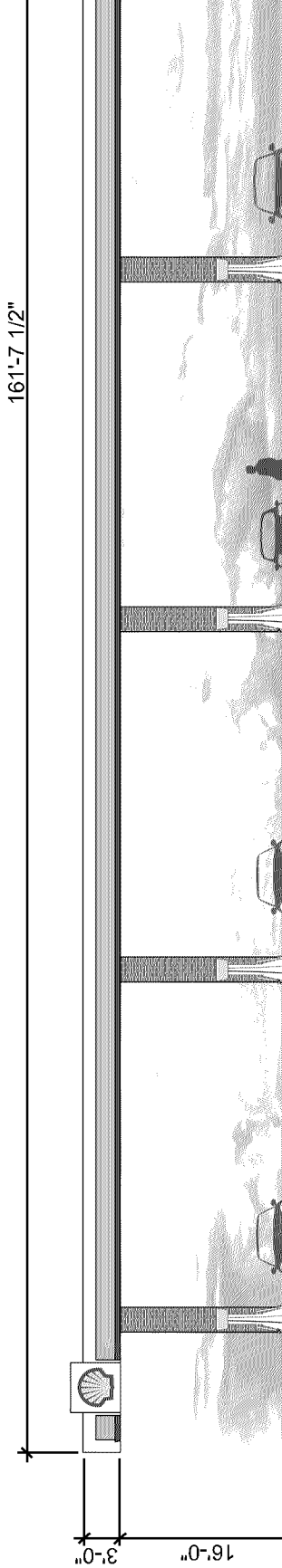
RIGHT SIDE ELEVATION





SIDE ELEVATION

161'-7 1/2"



DeSignGroup
Signage Corp.
 2135 S. Frontage Rd. ~ Des Plaines, IL 60018
 847-390-0350 - Fax 847-390-9231
 afont@designgroupsignage.com

JOB #
6708

JOB NAME
Ricky Rockets
Buffalo Grove

Location
 ATTN: Eric Grabowski

Heidner Properties Inc.
 700 E. Lake Cook RD
 Buffalo Grove, IL 60089
 (888) 555-1212

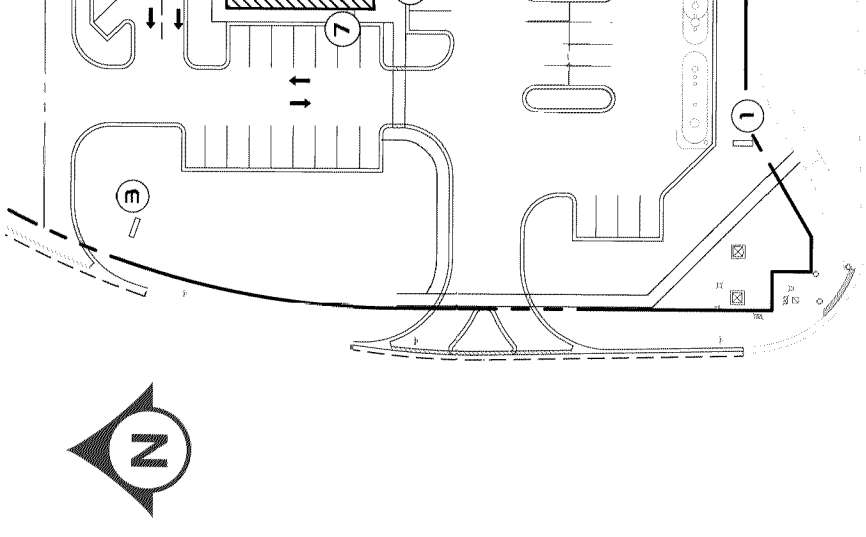
Sign Specifications **TBD SQ. FT.**

- ☐ Interior ☒ Exterior
- ☐ Single Face ☒ Double Face
- ☐ Non-Illuminated
- ☒ Illuminated ~ 120v / 20 Amps

Approved
Approved As Noted
Revise & Resubmit
 Date / /

Drawn By: AFIII Checked By: JG

SIGNAGE SCHEDULE
1. 17' Tall Monument w/ EMC
2. 12' Tall Monument w/ EMC
3. 10' Tall Monument
4. Hanging Ricky Rockets CL
5. Vacuum Wall Sign
6. Do-Rite Channel Letters
7. Tenant Channel Letters Qty. 5
8. Flex Face Canopy Sign
9. Rocket Wash Qty. 3
10.
11. Ricky Rockets Roof Sign
12. Ricky Rockets



JOB # **6708**

JOB NAME **Ricky Rockets
Buffalo Grove**

Location **ATTN: Eric Grabowski**

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications

☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face

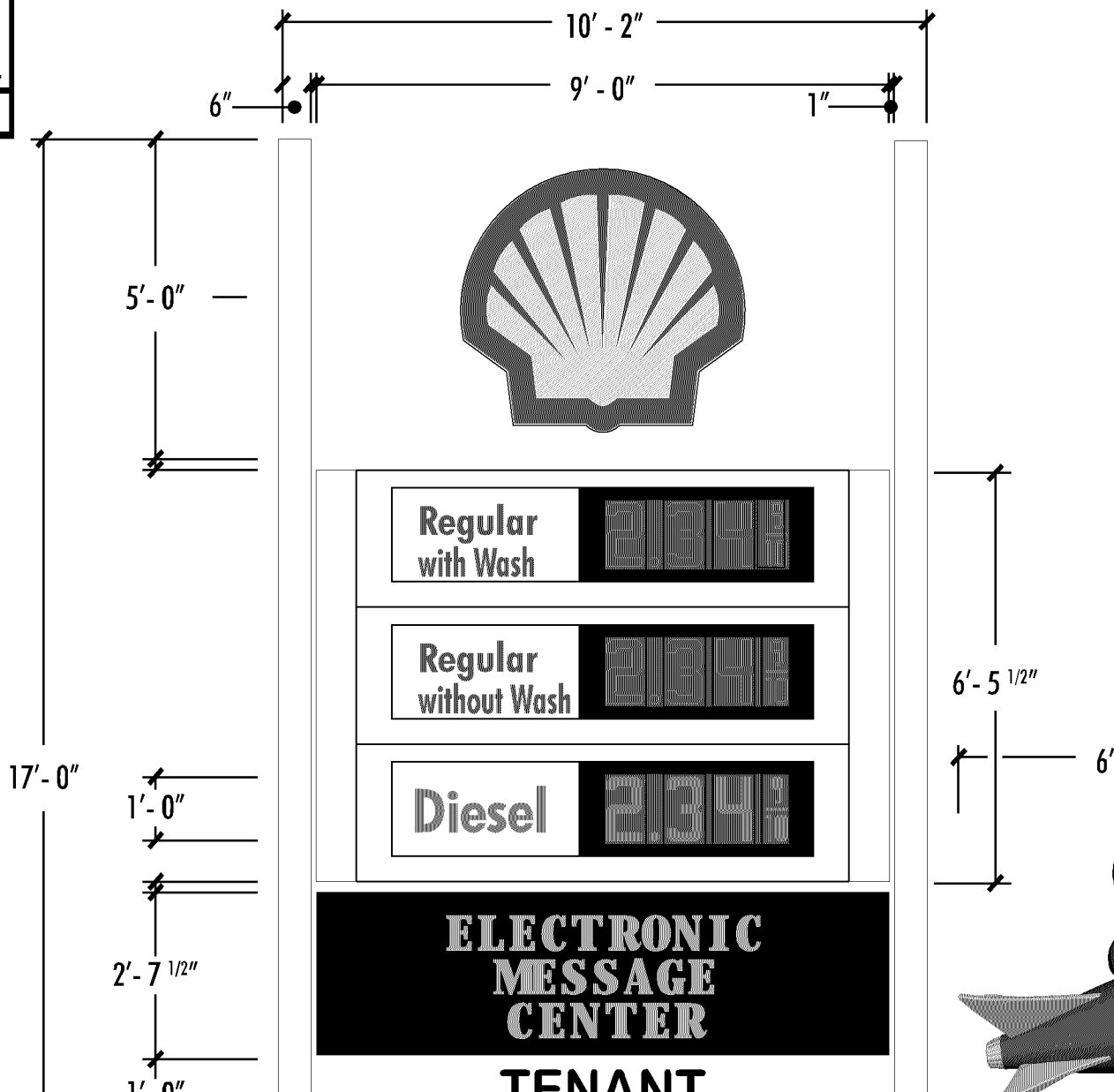
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit

Date / /

By _____

Drawn By: **AFIII** Checked By: **JG**



JOB #
6708

JOB NAME
Ricky Rockets
 Buffalo Grove

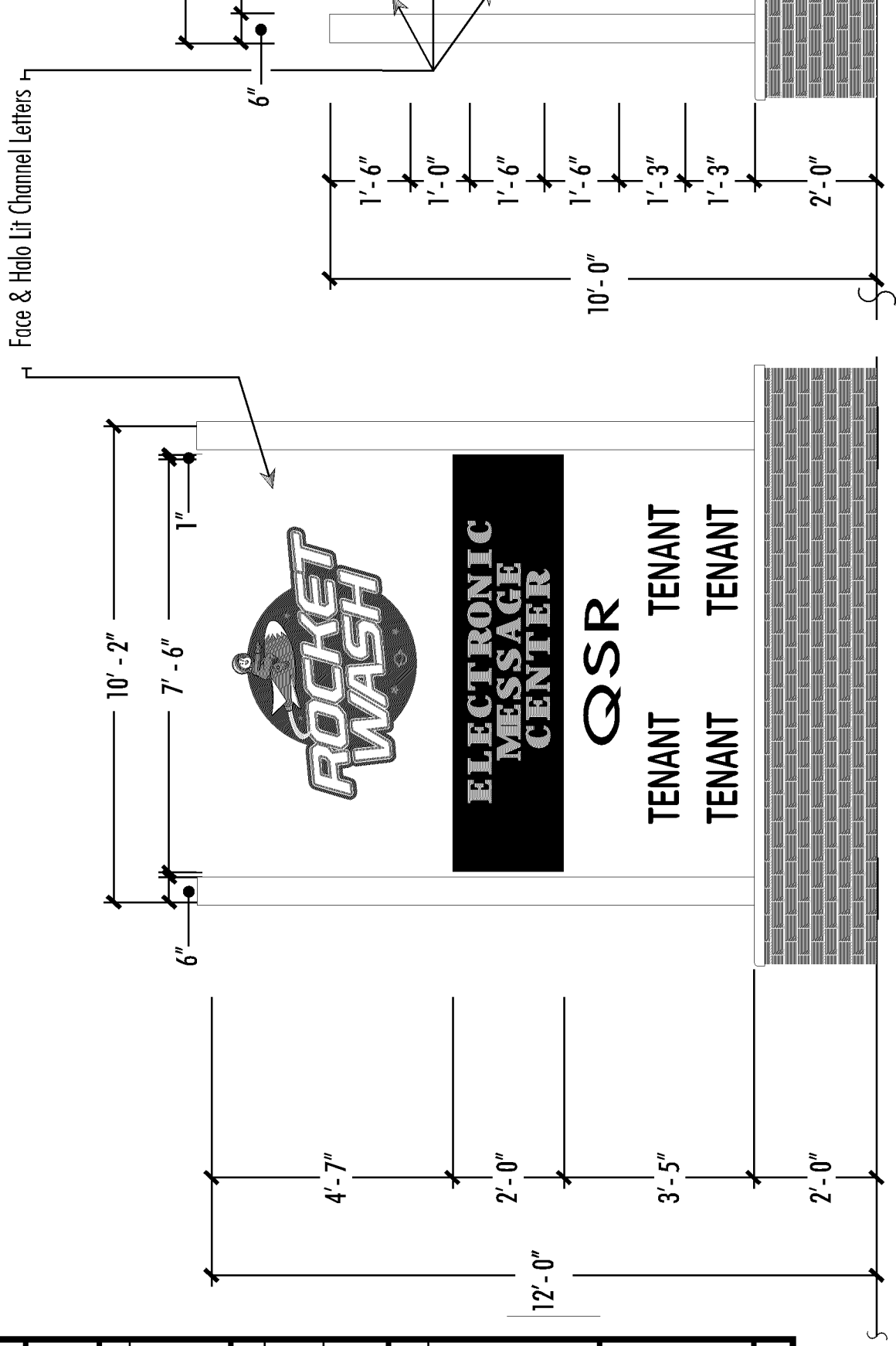
Location
 ATTN: Eric Grabowski
 Heidner Properties Inc.
 700 E. Lake Cook RD
 Buffalo Grove, IL 60089
 (888) 555-1212

- Sign Specifications**
- ☐ Interior ☒ Exterior
 - ☐ Single Face ☒ Double Face
 - ☐ Non-Illuminated
 - ☒ Illuminated ~ 120v / 20 Amps

- Colors**
- ☒ PMS 293 ☐ White
 - ☒ PMS 2793 ☒ Black
 - ☒ Do Rite PMS
 - ☒ MAP-41342SP
Brushed Aluminum

Approved
 Approved As Noted
 Revise & Resubmit
 Date / /

Drawn By: AFIII Checked By: JG





2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 - Fax 847-390-9231
afont@designgroupsignage.com

JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

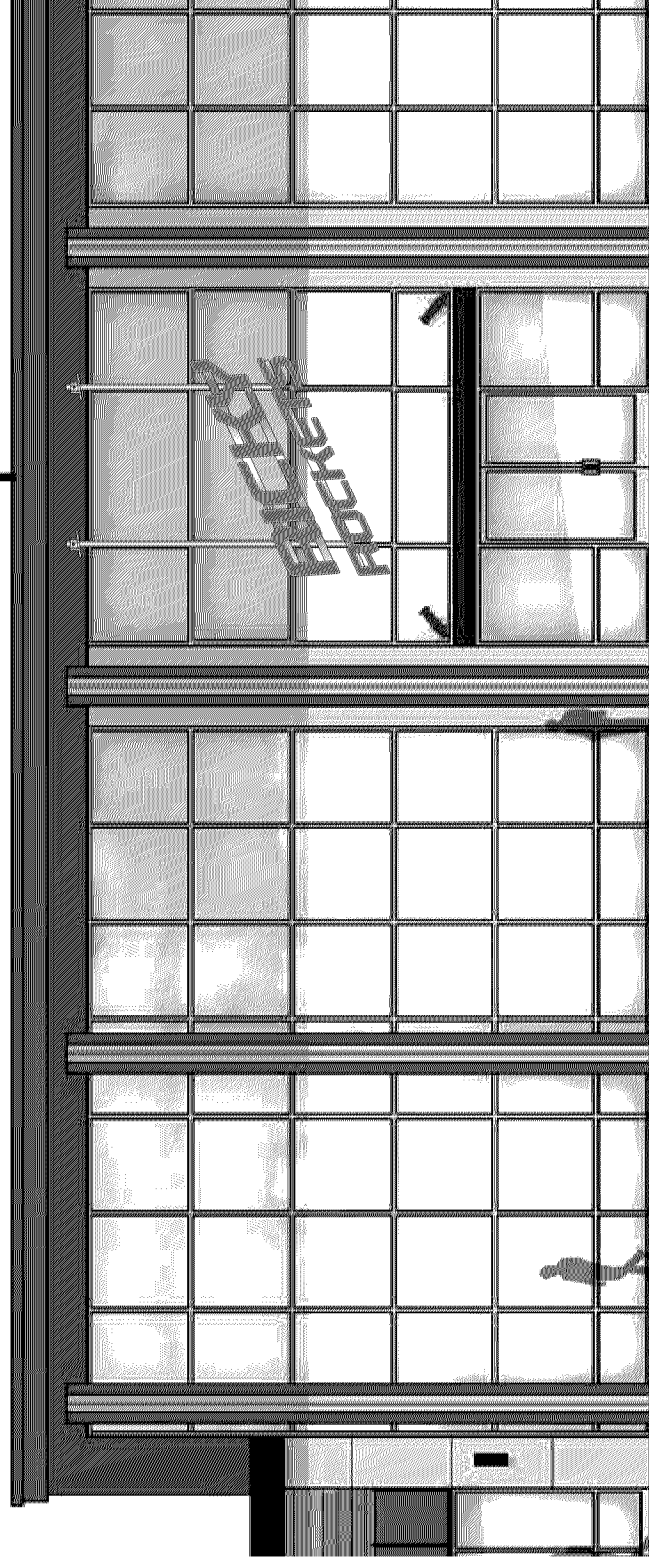
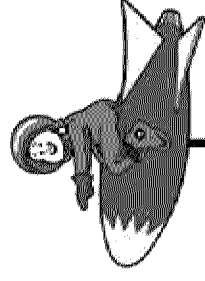
Location ATTN: Eric Grabowski
Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications 42.6 SQ. FT.
☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors
☒ PMS 2793 ☐ MAP-41342SP
☐ PMS 102 ☐ Brushed Aluminum

☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit
Date / /

Drawn By: AFIII Checked By: JG



4

SOUTH
ELEVATION VIEW
SCALE - 1/8" = 1' - 0"



2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 - Fax 847-390-9231
Afont@designgroupsignage.com

JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

Location **ATTN: Eric Grabowski**
Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

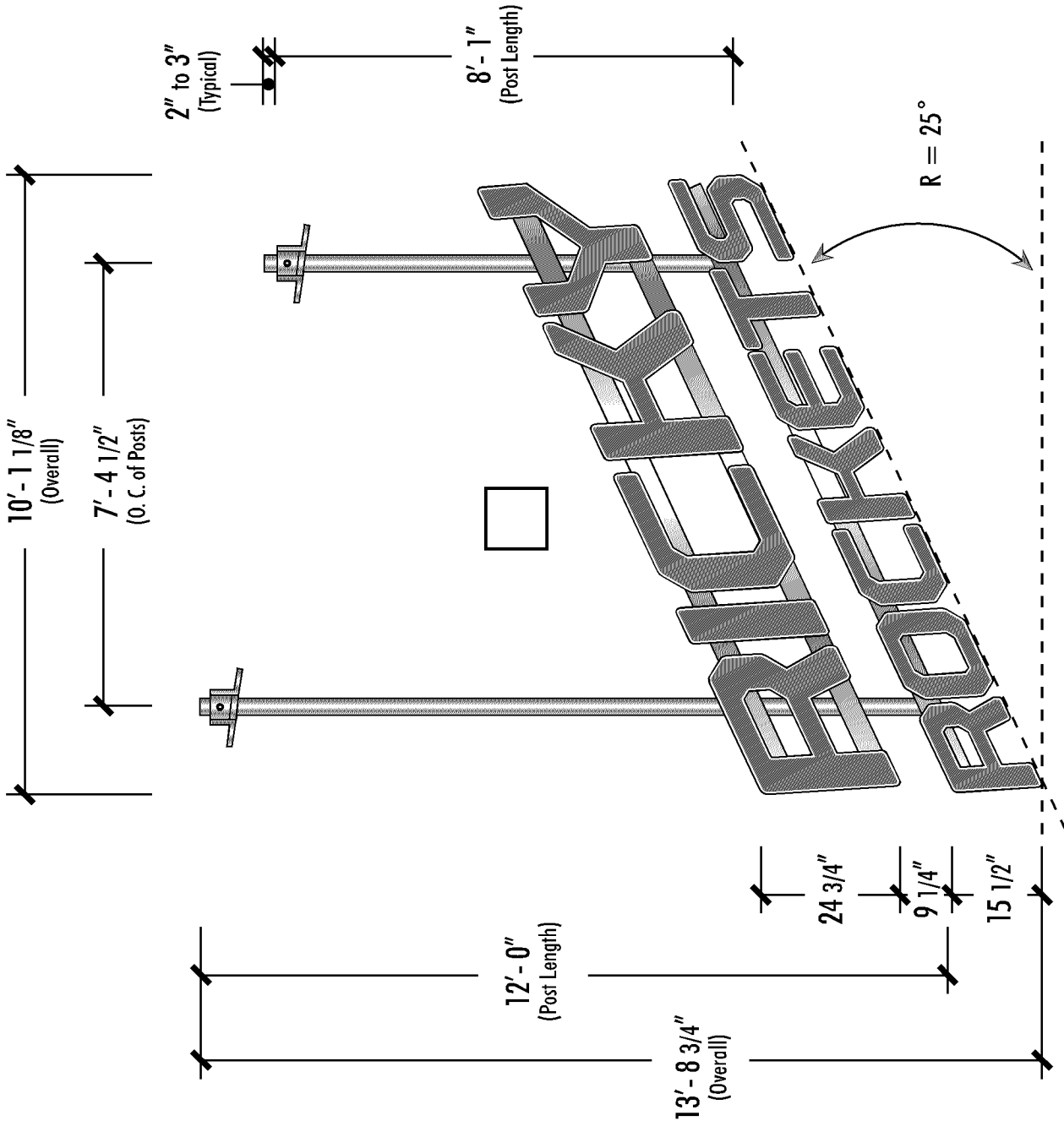
Sign Specifications **42.6 SQ. FT.**
☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors

☒ PMS 2793
☐ PMS 102 ☐ MAP-41342SP
Brushed Aluminum

☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit
Date / /

Drawn By: **AFIII** Checked By: **JG**



SOUTH
ELEVATION VIEW

JOB # **6625**

JOB NAME **Ricky Rockets**

Location ATTN: Eric Grabowski

Heidner Properties Inc.

Sign Specifications **112.78 SQ. FT.**

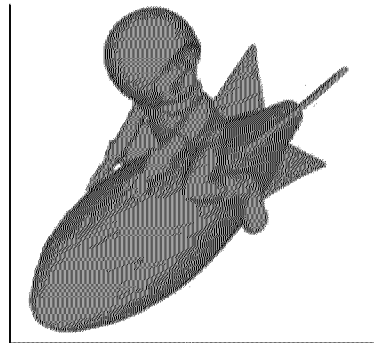
- ☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☒ Non-Illuminated
☐ Illuminated ~ 120v / 20 Amps

- ☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit

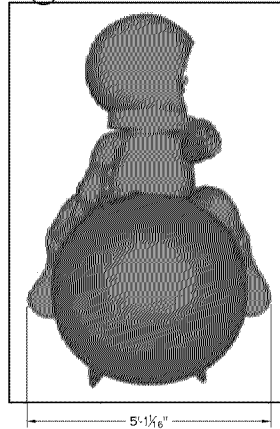
Date / /

By _____

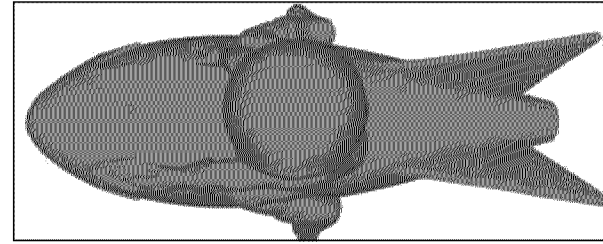
Drawn By: NC Checked By: JG



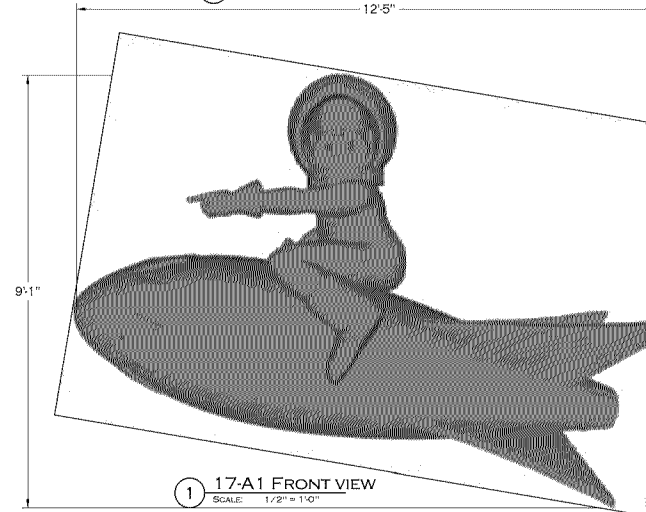
④ 3-D MODEL
SCALE: 1/2" = 1'-0"



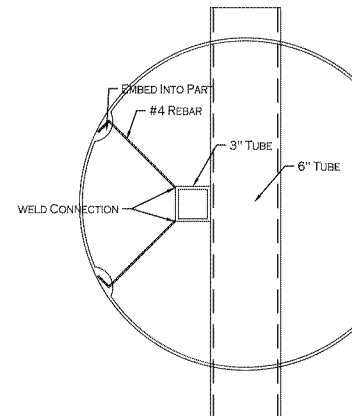
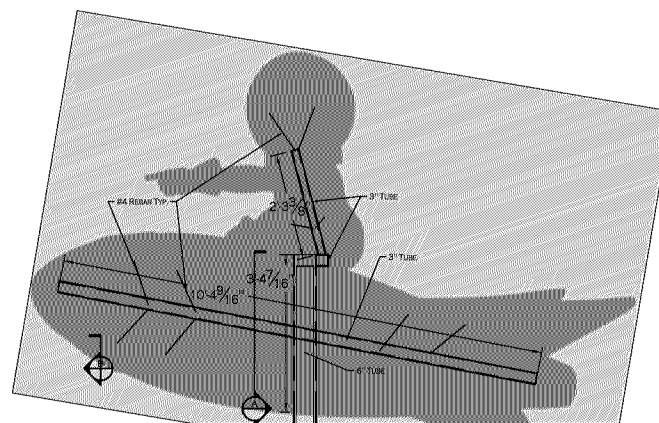
② FRONT VIEW
SCALE: 1/2" = 1'-0"



③ TOP VIEW
SCALE: 1/2" = 1'-0"



① 17-A1 FRONT VIEW
SCALE: 1/2" = 1'-0"



② SECTION VIEW A
SCALE: 1-1/2" = 1'-0"

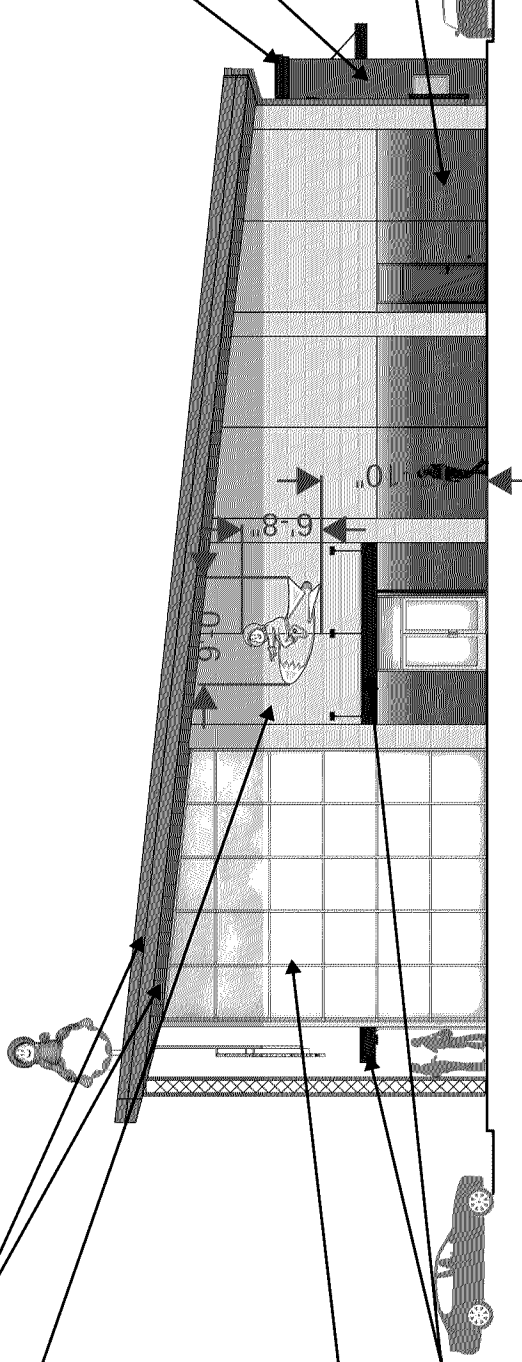
PAC-CLAD METAL
ROOF AND BREAK
METAL FASCIA,
MILITARY BLUE

NICHIHA FIBER
CEMENT PANEL,
ILLUMINATION OR
MIRAIA COLOR: GRAY

130'-10"
T.O. HIGH ROOF

ANODIZED
ALUMINUM
STOREFRONT;
CLEAR GLASS

AWNEX COLORADO
ALUMINUM AWNING,
MIDNIGHT BRONZE



RIGHT SIDE ELEVATION

12



2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 - Fax 847-390-9231
afont@designgroupsignage.com

JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

Location ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications TBD SQ. FT.

☐ Interior	☒ Exterior
☒ Single Face	☐ Double Face
☐ Non-Illuminated	
☒ Illuminated ~ 120v / 20 Amps	

Colors

☒ PMS 2793	☐ White
☒ PMS 116	

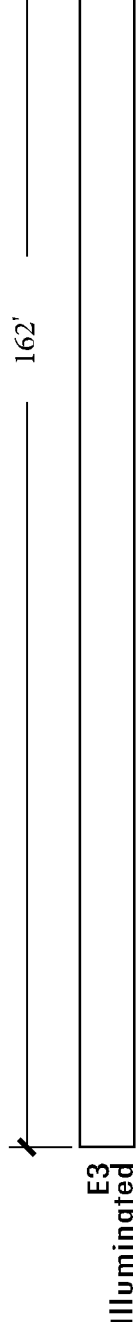
Approved
Approved As Noted
Revise & Resubmit

Date / /

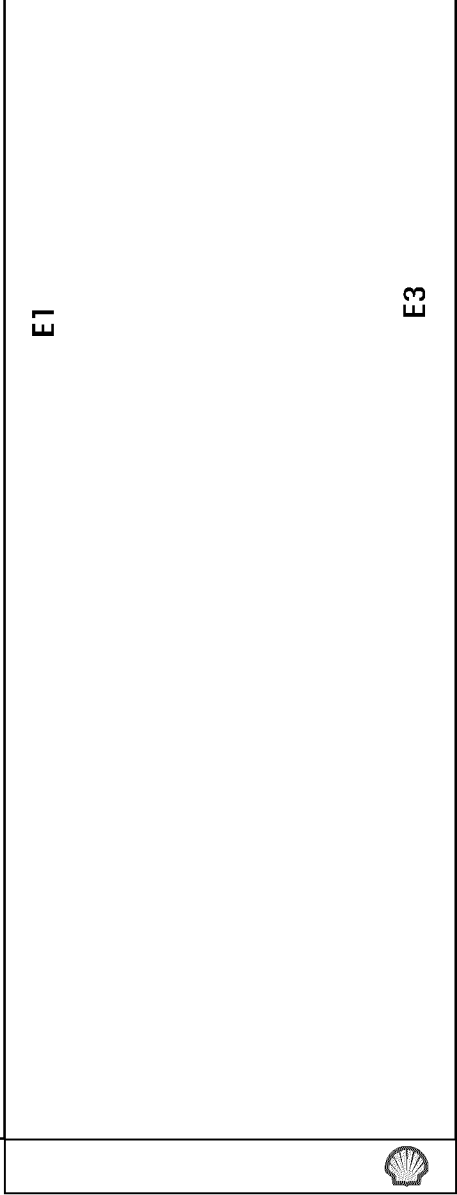
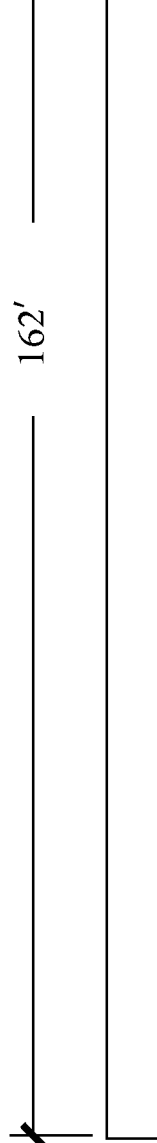
Drawn By: AFIII Checked By: JG



WEST
ELEVATION VIEW
ILLUMINATED FLEX FACE CANOPY WRAP
SCALE - 3/32" = 1'



SOUTH
ELEVATION VIEW
ILLUMINATED FLEX FACE CANOPY WRAP
SCALE - 3/32" = 1'



DIAN VIEW



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Signage Corp.

2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 ~ Fax 847-390-9231
afont@designgroupsignage.com

JOB #

6708

JOB NAME

Ricky Rockets
Buffalo Grove

Location

ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

- Sign Specifications

17 SQ. FT.
- ☐ Interior

☒ Exterior
- ☒ Single Face

☐ Double Face
- ☐ Non-Illuminated

☒ Illuminated ~ 120v / 20 Amps

Colors

☒ Do-Rite PMS
☐ White

Approved

Approved As Noted

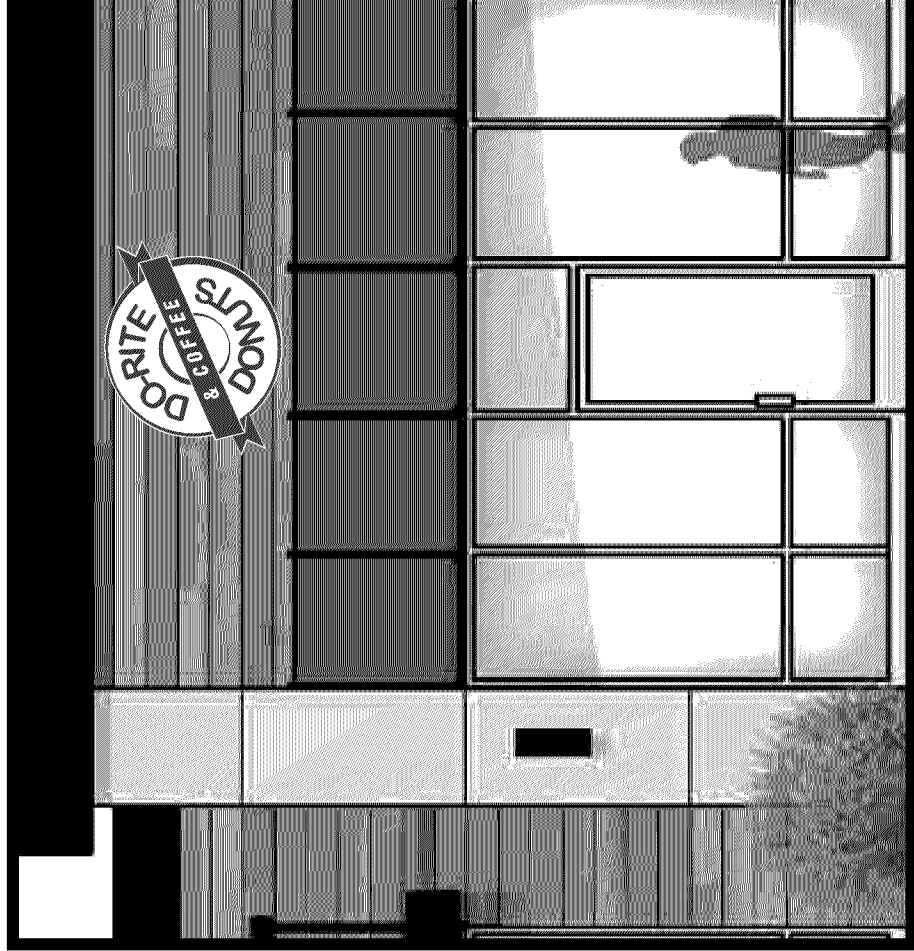
Revise & Resubmit

Date

/ /

Drawn By: AFIII

Checked By: JG



6

SOUTH
ELEVATION VIEW
SCALE 1/4" = 1'

NOT ACTUAL

IN A



2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 - Fax 847-390-9231
afont@designgroupsignage.com

JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

Location ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications 17 SQ. FT.

- ☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors

☒ Do-Rite PMS ☐ White

Approved
Approved As Noted
Revise & Resubmit
Date / /

Drawn By: AFIII Checked By: JG

NOTE

THIS SIGN WILL BE SIZED UP TO THE MAX ALLOWED BY CODE



NOTE

SOUTH
ELEVATION VIEW

• NOT ACTUAL LOGO. PLEASE PROVIDE VECTOR ART FOR
IN A .AI .EPS OR .PDF FORMAT WITH TEXT AS OUTLINE



2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 - Fax 847-390-9231
afont@designgroupsignage.com

JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

Location ATTN: Eric Grabowski
Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications TBD SQ. FT.
☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors

Approved
Approved As Noted
Revise & Resubmit
Date / /

Drawn By: AFIII Checked By: JG



7
SOUTH
ELEVATION VIEW
SCALE = N.T.S.

JOB #	6708		
JOB NAME	Ricky Rockets Buffalo Grove		
Location	ATTN: Eric Grabowski Heidner Properties Inc. 700 E. Lake Cook RD Buffalo Grove, IL 60089 (888) 555-1212		
Sign Specifications	TBD SQ. FT.		
☐ Interior ☒ Exterior ☒ Single Face ☐ Double Face ☐ Non-Illuminated ☒ Illuminated ~ 120v / 20 Amps			
Colors			
☒ PMS 293 ☐ WHITE			
Approved Approved As Noted Revise & Resubmit Date / /			
Drawn By: AFIII		Checked By: JG	



NOTE

• FACE AND HALO LIT CHANNEL LETTERS

5

WEST

ELEVATION VIEW

SCALE - 3/32" = 1' - 0"

DS

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Signage Corp.

2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 ~ Fax 847-390-9231
afont@designgroupsignage.com

JOB #

6708

JOB NAME

Ricky Rockets
Buffalo Grove

Location

ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

- Sign Specifications32.625 SQ. FT.
- ☐ Interior

☒ Exterior
- ☒ Single Face

☐ Double Face
- ☐ Non-Illuminated

☒ Illuminated ~ 120v / 20 Amps

Colors

- ☒ PMS 293

☐ WHITE

Approved
Approved As Noted
Revise & Resubmit

Date / /

Drawn By: AFIII Checked By: JG

2' - 9"

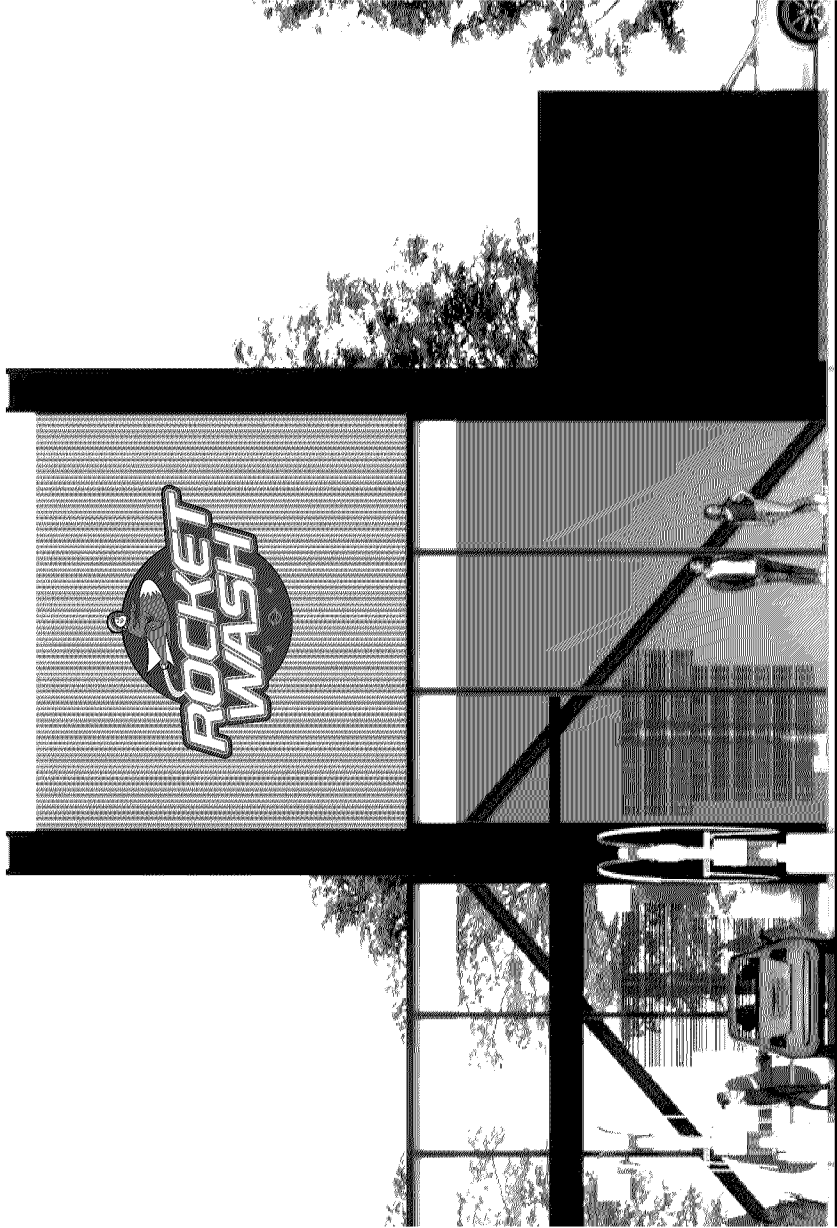
FREE VACU

WEST
ELEVATION VIEW
SCALE - 1/2" = 1' - 0"

NOTE

• FACE AND HALO LIT CHANNEL LETTERS

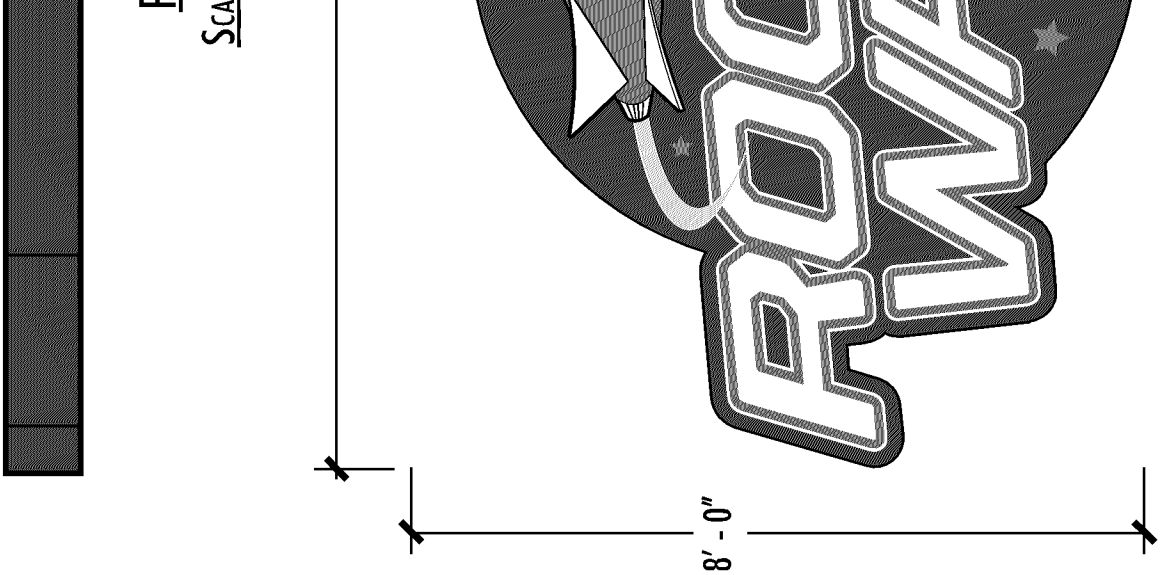
JOB #	6708
JOB NAME	Ricky Rockets Buffalo Grove
Location	ATTN: Eric Grabowski Heidner Properties Inc. 700 E. Lake Cook RD Buffalo Grove, IL 60089 (888) 555-1212
Sign Specifications	42.6 SQ. FT.
☐ Interior	☒ Exterior
☒ Single Face	☐ Double Face
☐ Non-Illuminated	
☒ Illuminated ~ 120v / 20 Amps	
Colors	
☒ PMS 2793	
☐ PMS 102	☒ PMS 293
☐ Approved	
☐ Approved As Noted	
☐ Revise & Resubmit	
Date	/ /
Drawn By: AFIII	Checked By: JG



9

WEST
ELEVATION VIEW
SCALE - 1/8" = 1' - 0"

JOB #	6708		
JOB NAME	Ricky Rockets Buffalo Grove		
Location	ATTN: Eric Grabowski Heidner Properties Inc. 700 E. Lake Cook RD Buffalo Grove, IL 60089 (888) 555-1212		
Sign Specifications	42.6 SQ. FT.		
☐ Interior ☒ Exterior			
☒ Single Face ☐ Double Face			
☐ Non-Illuminated			
☒ Illuminated ~ 120v / 20 Amps			
Colors			
☒ PMS 2793			
☐ PMS 102 ☒ PMS 293			
☐ Approved ☐ Approved As Noted ☐ Revise & Resubmit			
Date / /			
Drawn By: AFIII	Checked By: JG		



SOUTH
 ELEVATION VIEW
 SCALE - $\frac{3/32"}{1' - 0"} = 1' - 0"$

DeSignGroup
Signage Corp.
2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 - Fax 847-390-9231
afont@designgroupsignage.com

JOB #
6708

JOB NAME
Ricky Rockets
Buffalo Grove

Location
ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

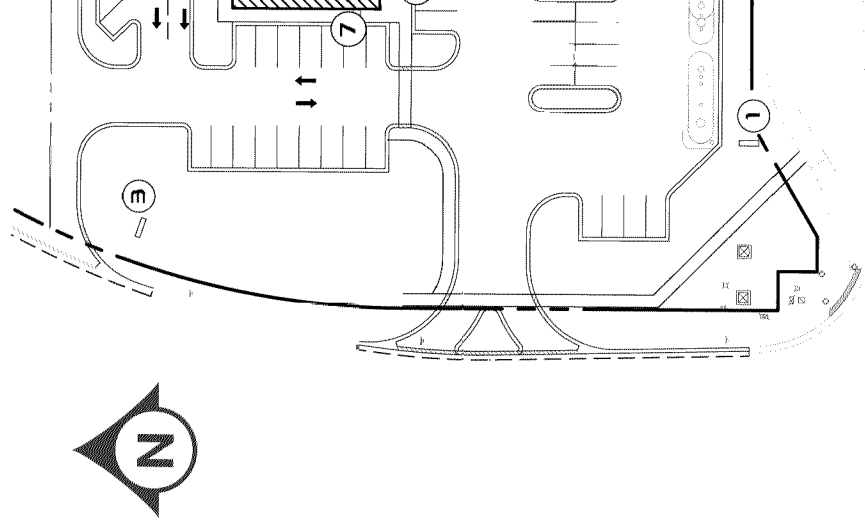
Sign Specifications
TBD SQ. FT.

- ☐ Interior ☒ Exterior
- ☐ Single Face ☒ Double Face
- ☐ Non-Illuminated
- ☒ Illuminated ~ 120v / 20 Amps

Approved
Approved As Noted
Revise & Resubmit
Date / /

Drawn By: AFIII Checked By: JG

SIGNAGE SCHEDULE
1. 20' Tall Monument w/ EMC
2. 10' Tall Monument w/ EMC
3. 10' Tall Monument
4. Hanging Ricky Rockets CL
5. Vacuum Wall Sign
6. Do-Rite Channel Letters
7. Tenant Channel Letters Qty. 5
8. Flex Face Canopy Sign
9. Rocket Wash Qty. 3
10.
11. Ricky Rockets Roof Sign
12. Ricky Rockets



JOB # **6708**

JOB NAME **Ricky Rockets
Buffalo Grove**

Location **ATTN: Eric Grabowski**

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications

☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face

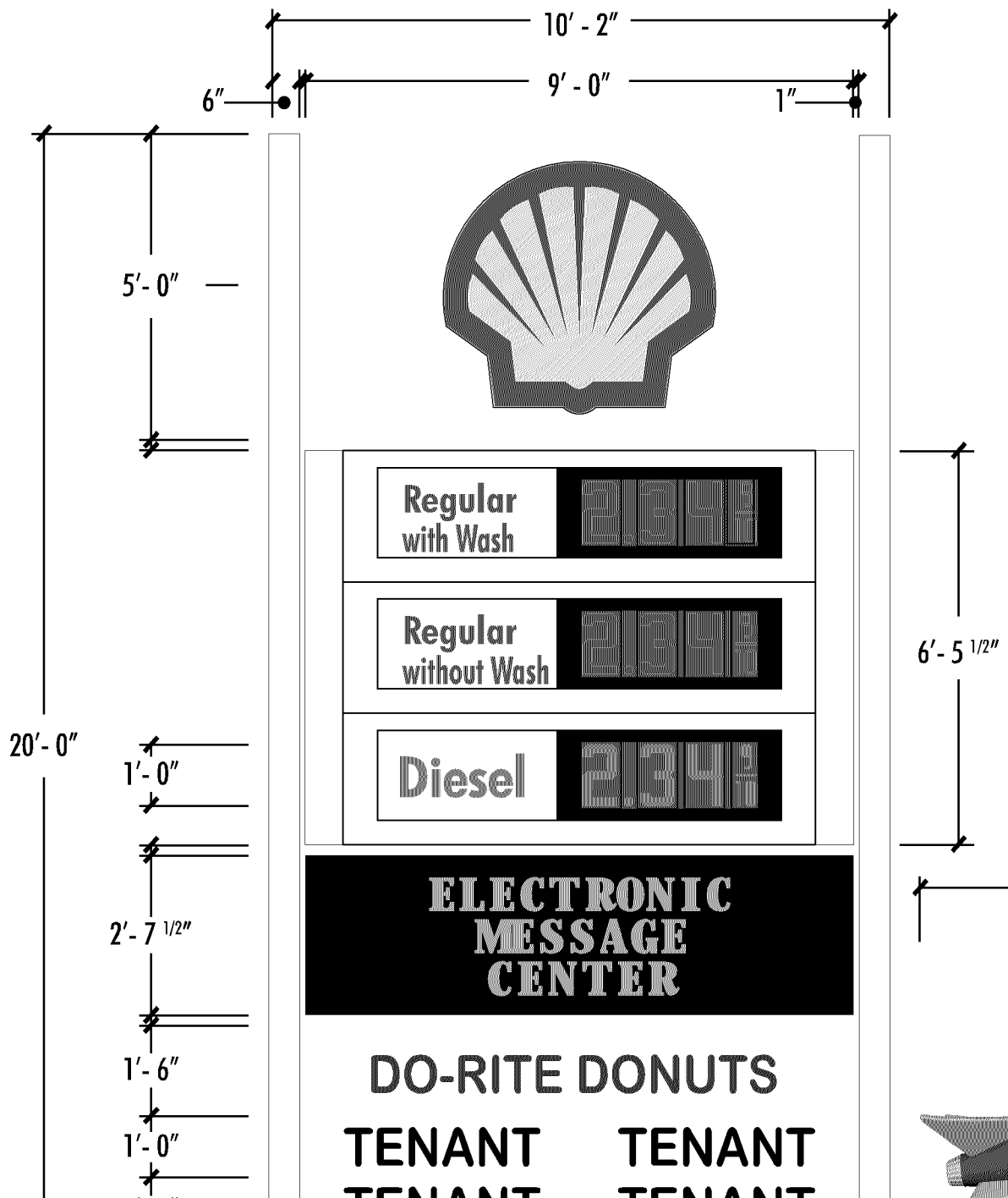
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit

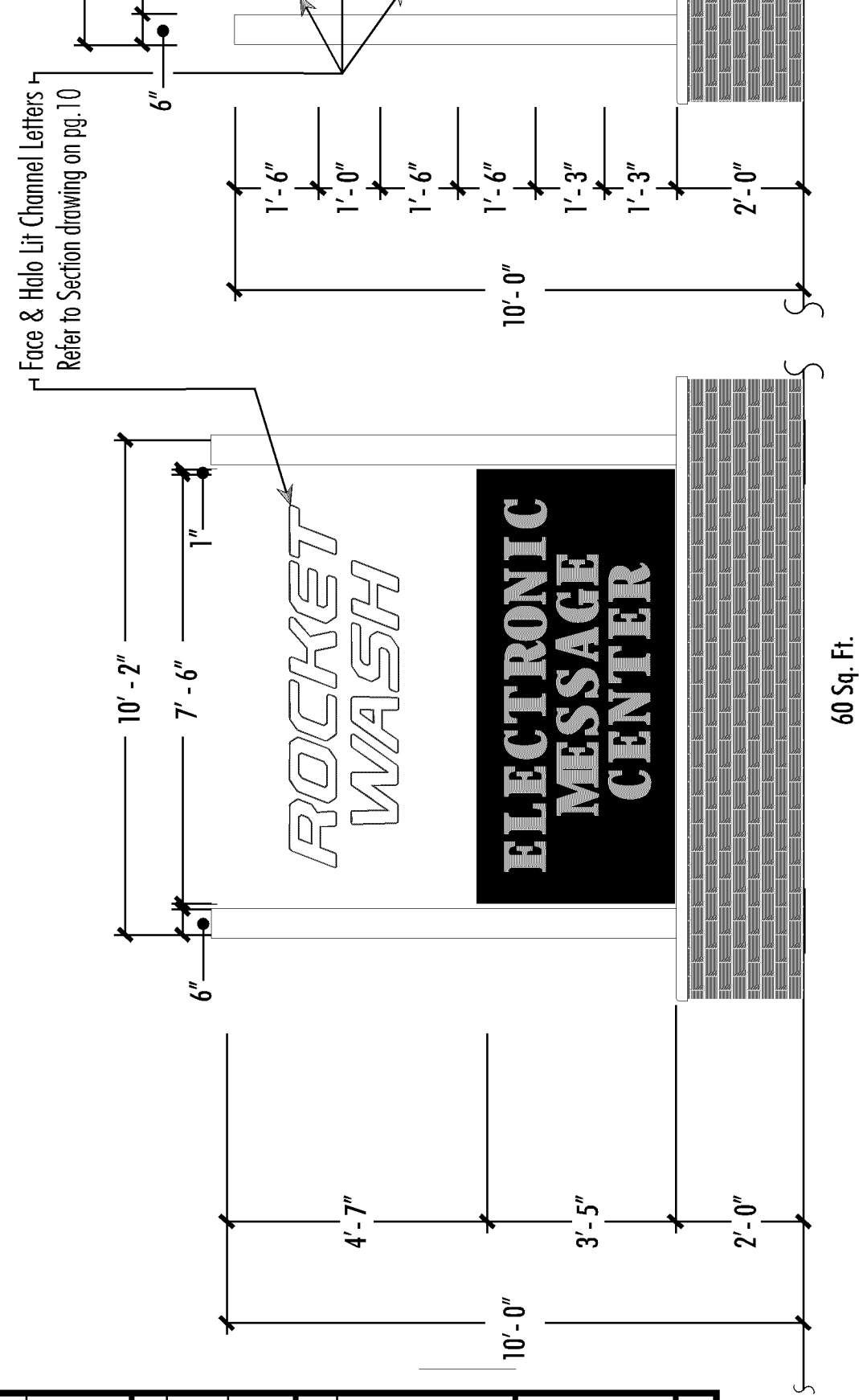
Date / /

By _____

Drawn By: **AFIII** Checked By: **JG**



JOB #	6708		
JOB NAME	Ricky Rockets Buffalo Grove		
Location	ATTN: Eric Grabowski Heidner Properties Inc. 700 E. Lake Cook RD Buffalo Grove, IL 60089 (888) 555-1212		
Sign Specifications		126 SQ. FT.	
☐ Interior	☒ Exterior		
☐ Single Face	☒ Double Face		
☐ Non-Illuminated			
☒ Illuminated ~ 120v / 20 Amps			
Colors			
☒ PMS 293	☐ White		
☒ PMS 2793	☒ Black		
☒ Do Rite PMS			
☐ MAP-41342SP	Brushed Aluminum		
Approved Approved As Noted Revise & Resubmit			
Date / /			
Drawn By: AFIII		Checked By: JG	





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847-390-0350 - Fax 847-390-9231
afont@designgroupsignage.com

JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

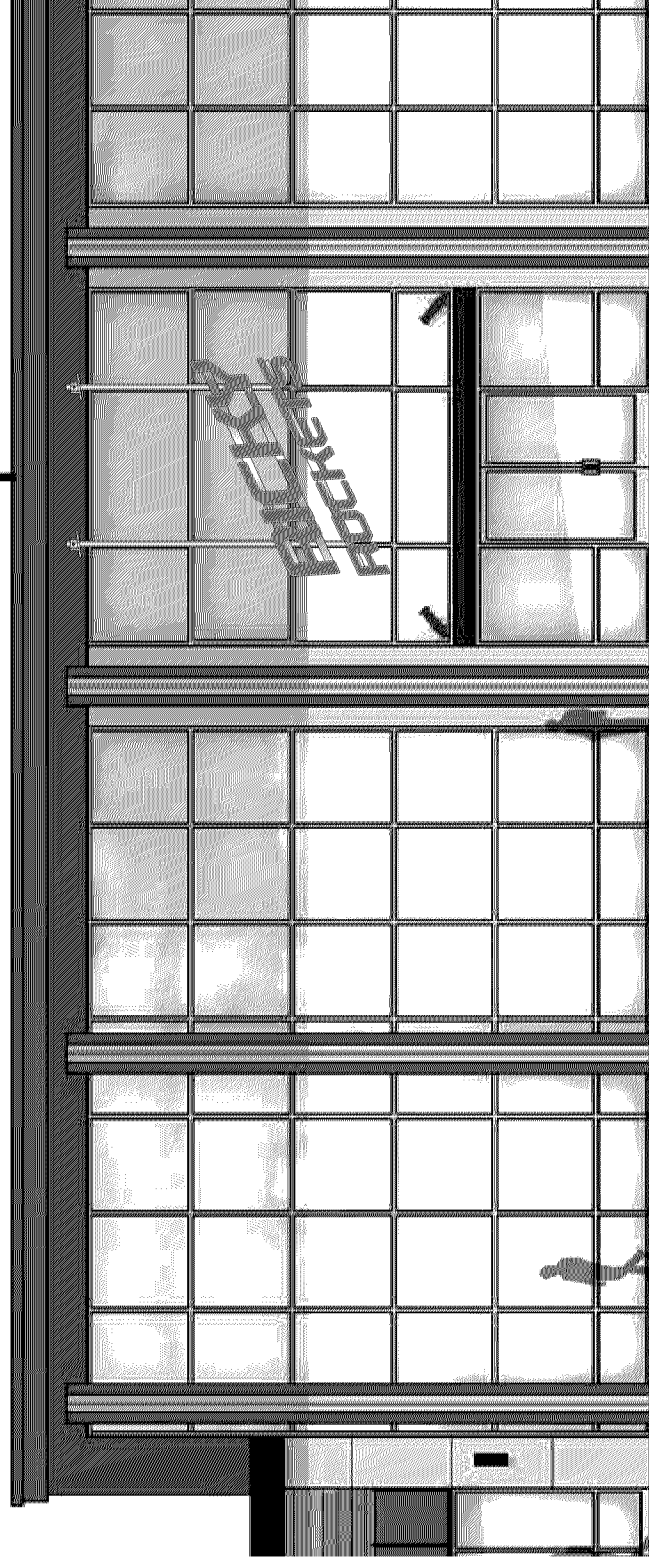
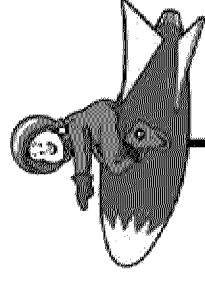
Location ATTN: Eric Grabowski
Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications 42.6 SQ. FT.
☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors
☒ PMS 2793 ☐ MAP-41342SP
☐ PMS 102 ☐ Brushed Aluminum

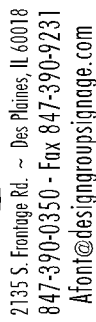
☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit
Date / /

Drawn By: AFIII Checked By: JG



4

SOUTH
ELEVATION VIEW
SCALE - 1/8" = 1' - 0"



JOB #	6708
-------	------

JOB NAME	Ricky Rockets Buffalo Grove
-------------	--------------------------------

Location	Heidner Properties Inc. 700 E. Lake Cook RD Buffalo Grove, IL 60089 (888) 555-1212
	ATTN: Eric Grabowski

Sign Specifications 42.6 SQ. FT.

- | | | | |
|---|------------------------------|---|-------------|
| ○ | Interior | ● | Exterior |
| ● | Single Face | ○ | Double Face |
| ○ | Non-Illuminated | | |
| ● | Illuminated ~ 120v / 20 Amps | | |

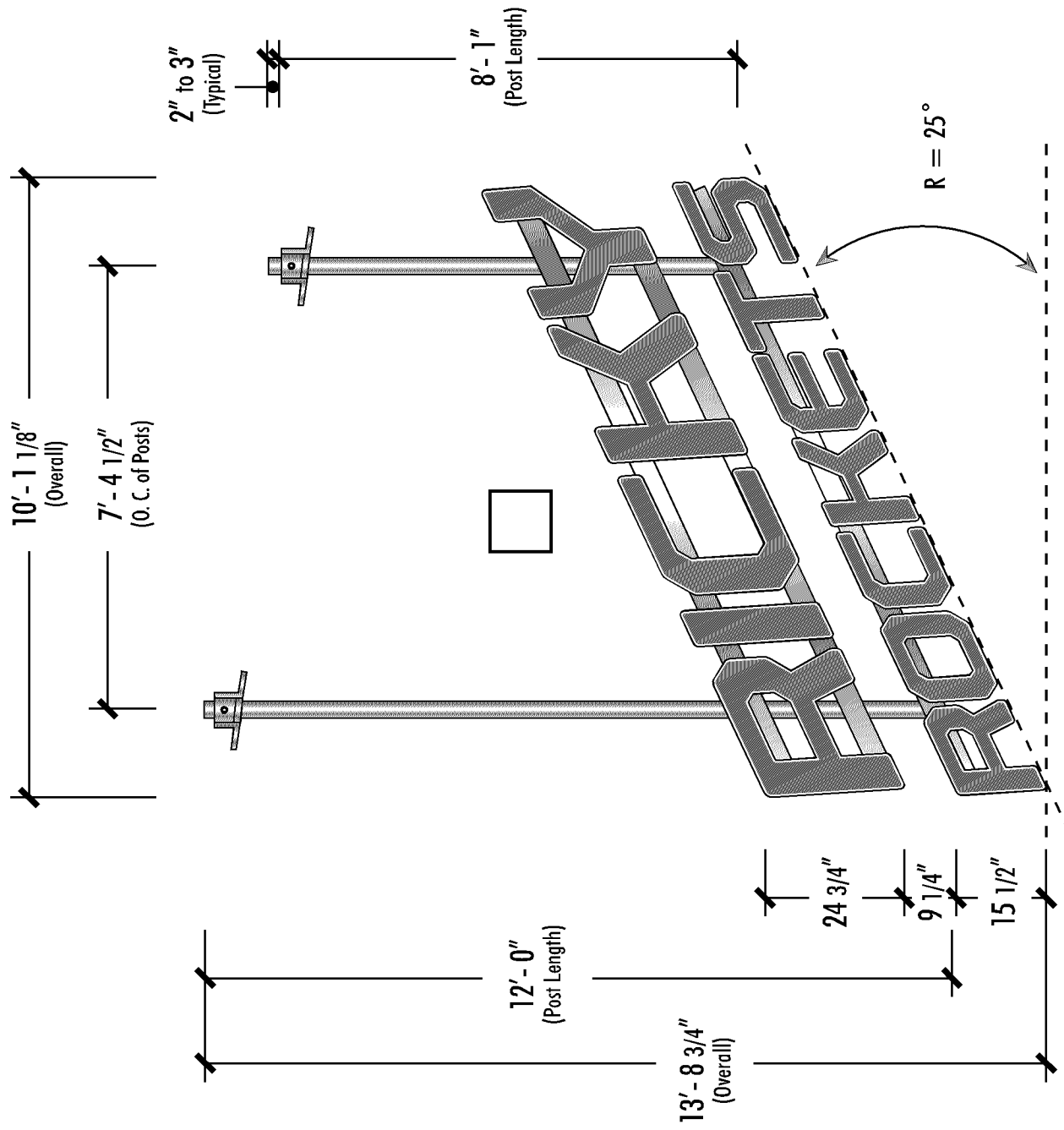
Colors

- | | | | |
|---|-----------------|---|--|
|  | PMS 2793 |  | MAP-41342SP
Brushed Aluminum |
|  | PMS 102 |  | |

- ☐ Approved
- ☐ Approved As Noted
- ☐ Revise & Resubmit

Date: / /

Drawn By: AFIII Checked By: JG



SOUTH

JOB # **6625**

JOB NAME **Ricky Rockets**

Location ATTN: Eric Grabowski

Heidner Properties Inc.

Sign Specifications **112.78 SQ. FT.**

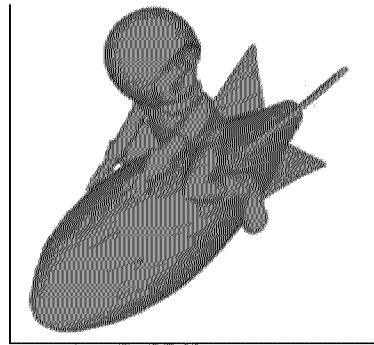
- ☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☒ Non-Illuminated
☐ Illuminated ~ 120v / 20 Amps

- ☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit

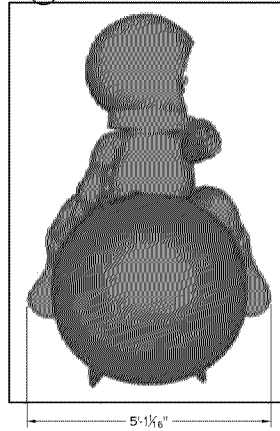
Date / /

By

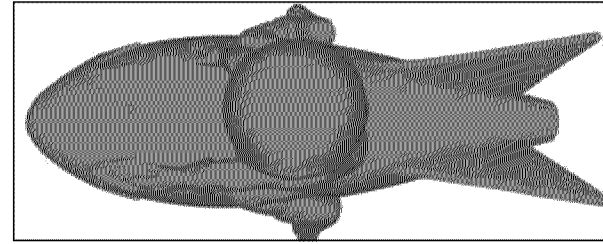
Drawn By: NC Checked By: JG



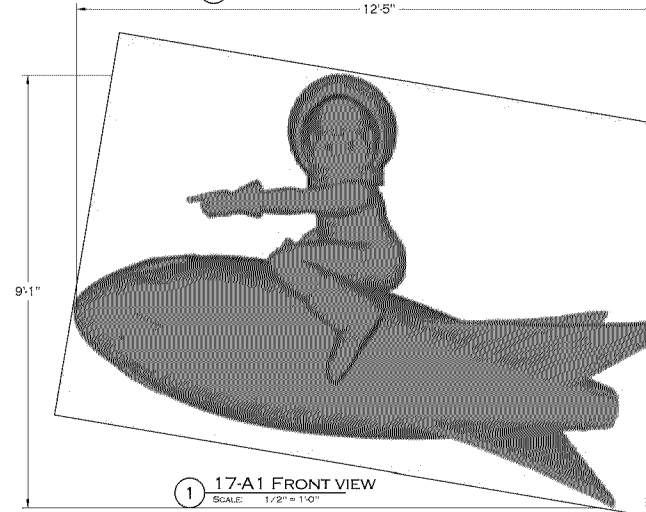
④ 3-D MODEL
SCALE: 1/2" = 1'-0"



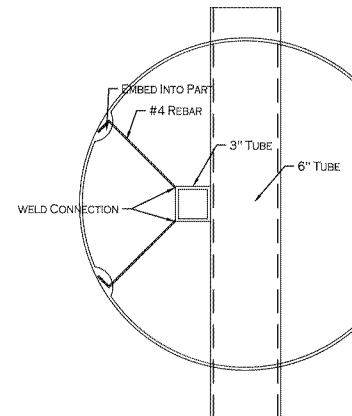
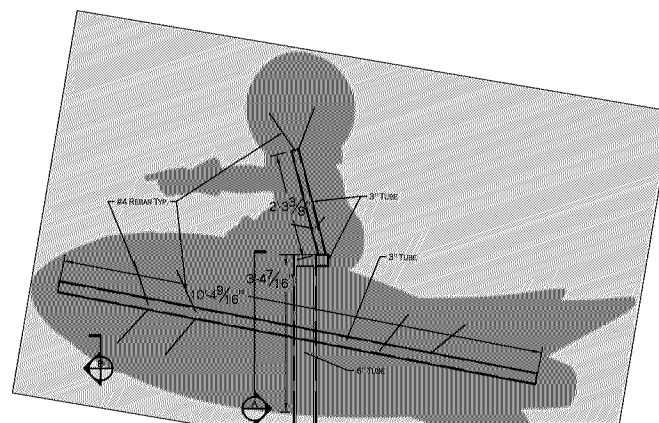
② FRONT VIEW
SCALE: 1/2" = 1'-0"



③ TOP VIEW
SCALE: 1/2" = 1'-0"



① 17-A1 FRONT VIEW
SCALE: 1/2" = 1'-0"



② SECTION VIEW A
SCALE: 1-1/2" = 1'-0"

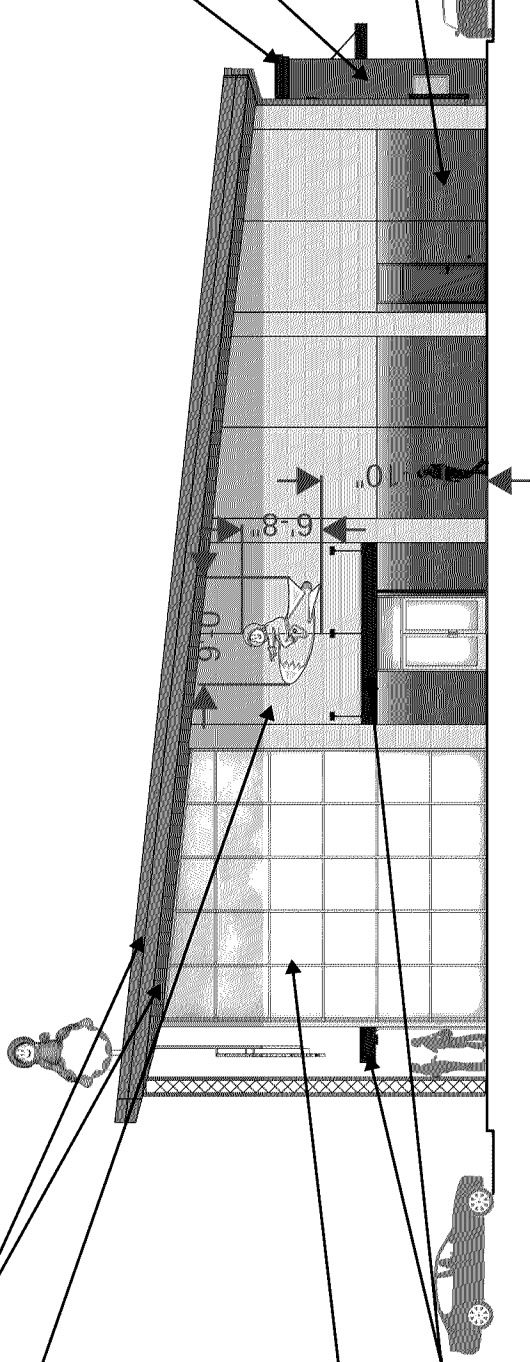
PAC-CLAD METAL
ROOF AND BREAK
METAL FASCIA,
MILITARY BLUE

NICHIHA FIBER
CEMENT PANEL,
ILLUMINATION OR
MIRAIA COLOR: GRAY

130'-10"
T.O. HIGH ROOF

ANODIZED
ALUMINUM
STOREFRONT;
CLEAR GLASS

AWNEX COLORADO
ALUMINUM AWNING,
MIDNIGHT BRONZE



RIGHT SIDE ELEVATION



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afont@designgroupsignage.com

JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

Location ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications TBD SQ. FT.

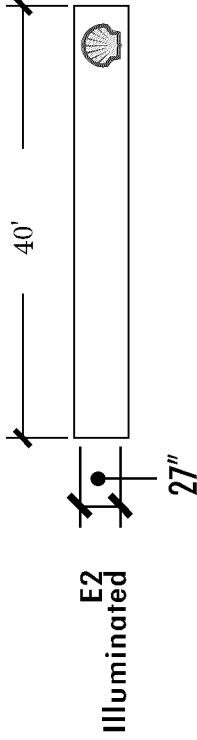
- ☐ Interior ☒ Exterior
- ☒ Single Face ☐ Double Face
- ☐ Non-Illuminated
- ☒ Illuminated ~ 120v / 20 Amps

Colors

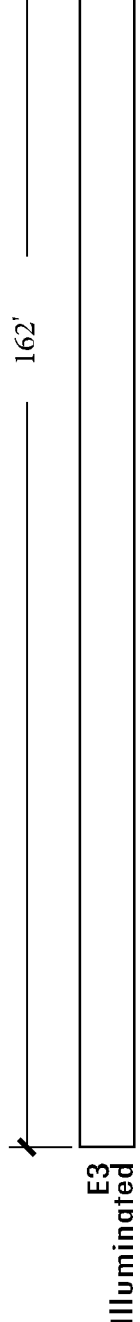
☒ PMS 2793 ☐ White
☒ PMS 116

Approved
Approved As Noted
Revise & Resubmit
Date / /

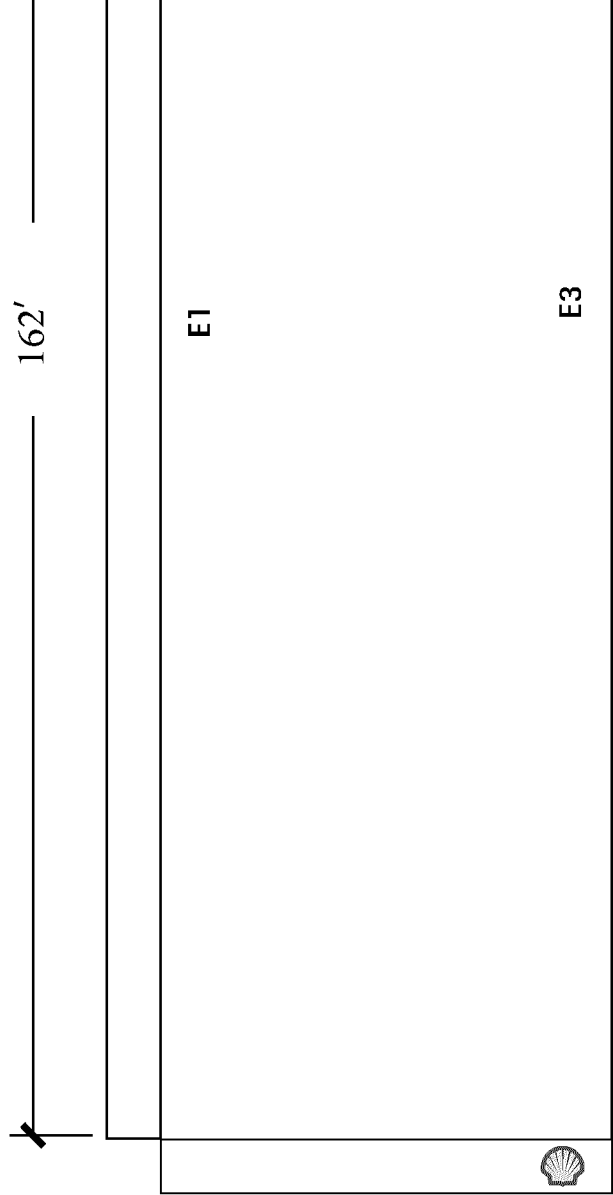
Drawn By: AFIII Checked By: JG



WEST
ELEVATION VIEW
ILLUMINATED FLEX FACE CANOPY WRAP
SCALE - 3/32" = 1'



SOUTH
ELEVATION VIEW
ILLUMINATED FLEX FACE CANOPY WRAP
SCALE - 3/32" = 1'



DIAN VIEW

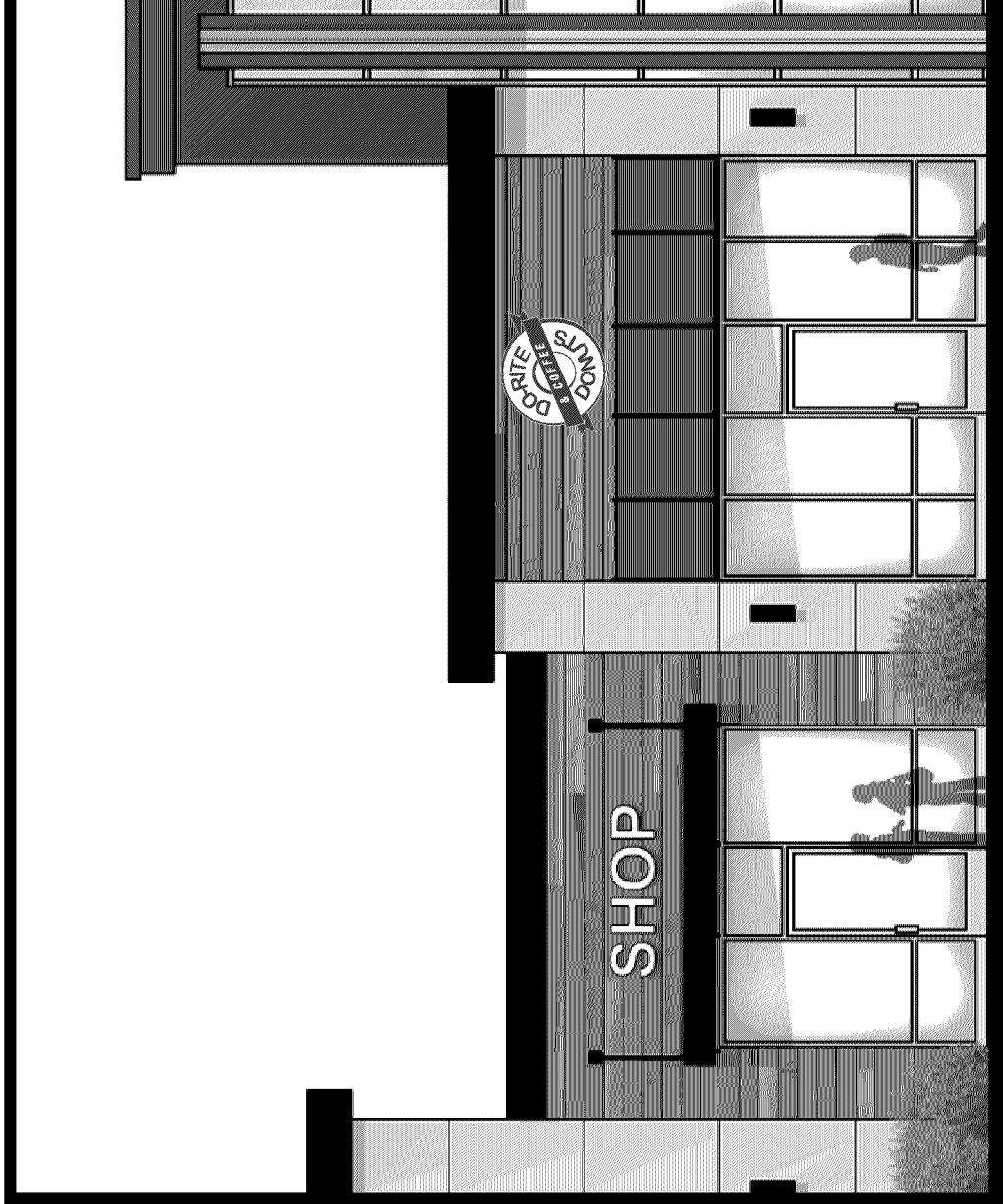
JOB #	6708
JOB NAME	Ricky Rockets Buffalo Grove
Location	ATTN: Eric Grabowski Heidner Properties Inc. 700 E. Lake Cook RD Buffalo Grove, IL 60089 (888) 555-1212

Sign Specifications	TBD SQ. FT.
☐ Interior ☒ Exterior	
☒ Single Face ☐ Double Face	
☐ Non-Illuminated	
☒ Illuminated ~ 120v / 20 Amps	

Colors	
☒ Do-Rite PMS ☐ White	

Approved Approved As Noted Revise & Resubmit	
Date / /	

Drawn By: AFIII Checked By: JG



6

SOUTH
ELEVATION VIEW
SCALE = N.I.S.



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JOB # **6708**

JOB NAME **Ricky Rockets**
Buffalo Grove

Location ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications TBD SQ. FT.

☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face

☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors

☒ Do-Rite PMS ☐ White

Approved
Approved As Noted
Revise & Resubmit
Date / /

Drawn By: AFIII Checked By: JG

NOTE

- THIS SIGN WILL BE SIZED UP TO THE MAX ALLOWED BY CODE



NOTE

- NOT ACTUAL LOGO. PLEASE PROVIDE VECTOR ART FOR IN A .AI .EPS OR .PDF FORMAT WITH TEXT AS OUTLINE

SOUTH
ELEVATION VIEW



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847-390-0350 • Fax 847-390-9231
afont@designgroupsignage.com

JOB #

6708

JOB NAME

Ricky Rockets
Buffalo Grove

Location

ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications

TBD SQ. FT.

- ☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors

Approved
Approved As Noted
Revise & Resubmit

Date / /

Drawn By: AFIII Checked By: JG

NOTE

- THESE (4) SIGNS WILL BE SIZED UP TO THE MAX ALLOWED BY CODE

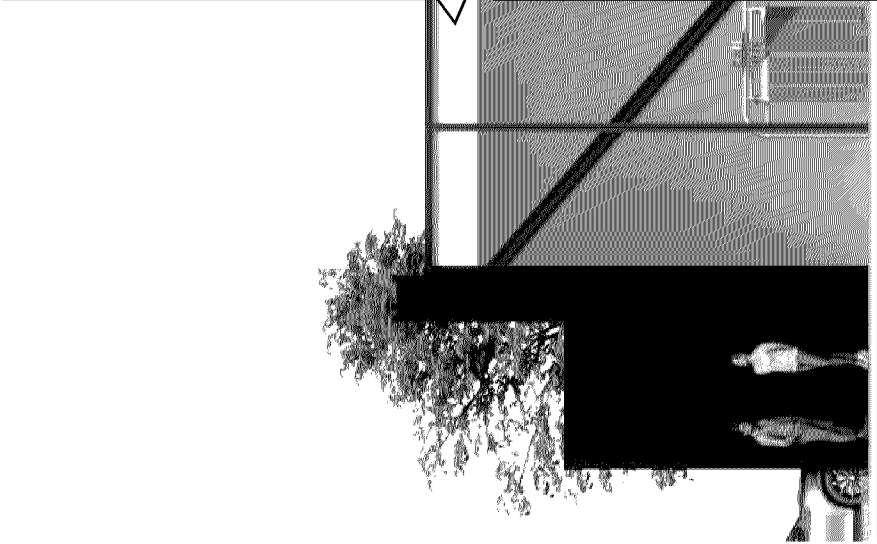


7

SOUTH
ELEVATION VIEW

SCALE = N.T.S.

JOB #	6708		
JOB NAME	Ricky Rockets Buffalo Grove		
Location	ATTN: Eric Grabowski Heidner Properties Inc. 700 E. Lake Cook RD Buffalo Grove, IL 60089 (888) 555-1212		
Sign Specifications	TBD SQ. FT.		
☐ Interior ☒ Exterior ☒ Single Face ☐ Double Face ☐ Non-Illuminated ☒ Illuminated ~ 120v / 20 Amps			
Colors			
☒ PMS 293 ☐ WHITE			
Approved Approved As Noted Revise & Resubmit Date / /			
Drawn By: AFIII		Checked By: JG	



5

WEST

ELEVATION VIEW

SCALE - 3/32" = 1' - 0"

NOTE

- FACE AND HALO LIT CHANNEL LETTERS



DeSignGroup

Signage Corp.

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afont@designgroupsignage.com

JOB #

6708

JOB NAME

Ricky Rockets
Buffalo Grove

Location

ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

- Sign Specifications

32.625 SQ. FT.
- ☐ Interior
☒ Exterior
- ☒ Single Face
☐ Double Face
- ☐ Non-Illuminated
- ☒ Illuminated ~ 120v / 20 Amps

- Colors
- PMS 293

WHITE

Approved

Approved As Noted

Revise & Resubmit

Date

/

/

Drawn By: AFIII

Checked By: JG

NOTE

- FACE AND HALO LIT CHANNEL LETTERS

2' - 9"

FREE VACU

WEST

ELEVATION VIEW

SCALE - 1/2" = 1' - 0"

JOB #
6708

JOB NAME
**Ricky Rockets
Buffalo Grove**

Location **ATTN:** Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications **42.6 SQ. FT.**

☐ Interior ☒ Exterior
☒ Single Face ☐ Double Face
☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

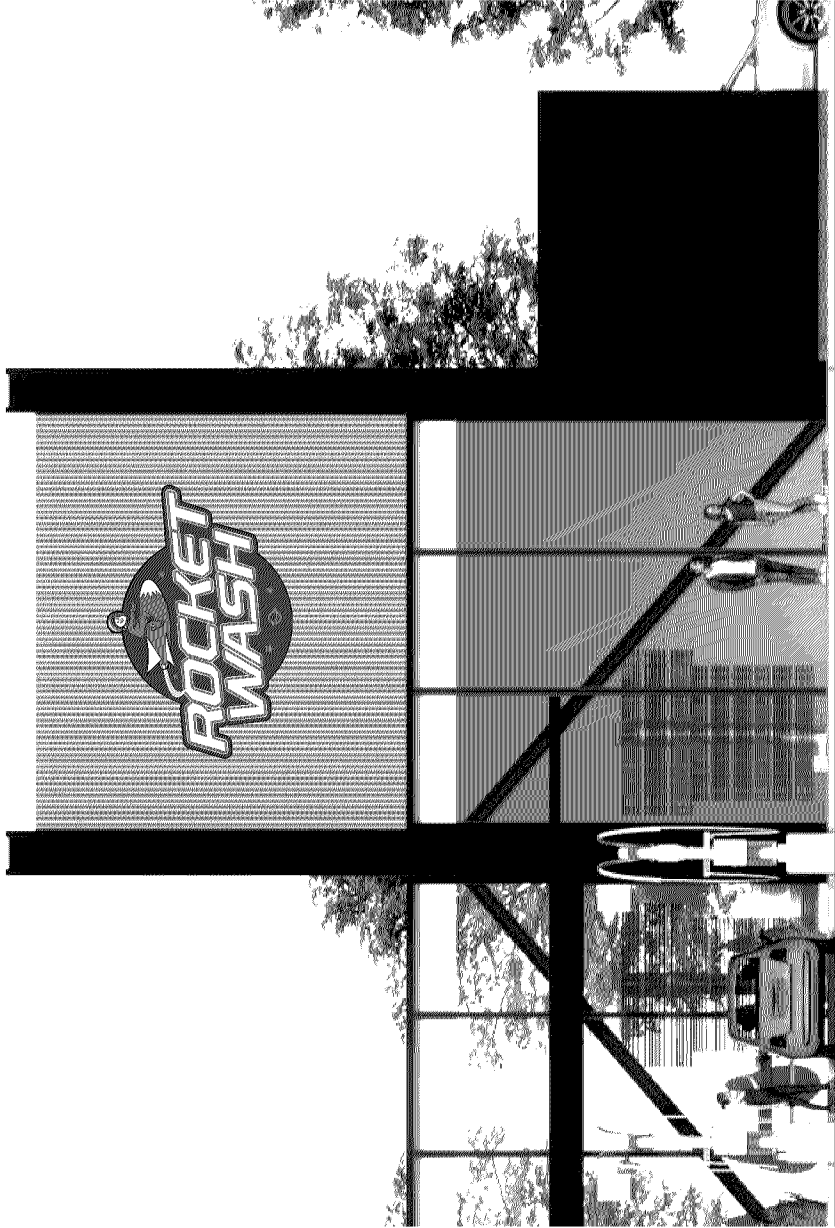
Colors

☒ PMS 2793 ☒ PMS 293
☐ PMS 102

☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit

Date / /

Drawn By: AFIII Checked By: JG



9

**WEST
ELEVATION VIEW**
SCALE - 1/8" = 1' - 0"

JOB #

6708

JOB NAME

Ricky Rockets
Buffalo Grove

Location

ATTN: Eric Grabowski

Heidner Properties Inc.
700 E. Lake Cook RD
Buffalo Grove, IL 60089
(888) 555-1212

Sign Specifications

42.6 SQ. FT.

☐ Interior
☒ Exterior

☒ Single Face
☐ Double Face

☐ Non-Illuminated
☒ Illuminated ~ 120v / 20 Amps

Colors

PMS 2793

PMS 102

PMS 293

☐ Approved
☐ Approved As Noted
☐ Revise & Resubmit

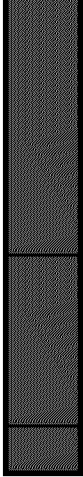
Date / /

Drawn By: AFIII

Checked By: JG



8' - 0"



SCA

SOUTH

ELEVATION VIEW

SCALE - 3/32" = 1' - 0"

9

ELE

SCA

Zoning Variance Requests Standards for Approval

- Zoning Variance Request #1 – Variation to Section 17.32.020 of the Zoning Ordinance to allow an accessory structure in the front and side yards as depicted on the Preliminary Plan; and,
- Zoning Variance Request #2 – Variation to Section 17.36.040 of the Zoning Ordinance to allow for a reduction to the minimum number of parking spaces for a retail establishment.

(A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts;

Applicant Response:

- *Variance Request #1 - The application of this requirement would result in a practical difficulty for vehicles circulating throughout the site in a safe and efficient manner and therefore creating the inability to yield a reasonable rate of return for this particular use.*
- *Variance Request #2 - The application of this requirement would result in a practical difficulty for vehicles circulating throughout the site in a safe and efficient manner and therefore creating the inability to yield a reasonable rate of return for this particular use.*

(B) The plight of the owner is due to unique circumstances;

Applicant Response:

- *Variance Request #1 – The dimensions of this property and the layout of this development are circumstances unique to this development.*
- *Variance Request #2 - The dimensions of this property and the layout of this development are circumstances unique to this development.*

(C) The proposed variation will not alter the essential character of the neighborhood

Applicant Response:

- *Variance Request #1 – The variation will not alter the essential character of the neighborhood.*
- *Variance Request #2 - The variation will not alter the essential character of the neighborhood.*

Signage Variance Requests Standards for Approval

- Lot 1 Sign Variance Request #1 – Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number of wall signs on the fueling canopy, convenience store, and retail establishment; and,
- Lot 1 Sign Variance Request #2 – Variation to Chapter 14.16 of the Sign Code to allow for the 2 ground signs that encroach into the required front yard and exceed the area and number of the ground signs permissible; and,
- Lot 1 Sign Variance Request #3 – Variation to Chapter 14.20 of the Sign Code to allow an Electronic Vehicle Fuel Sign and electronic message sign (one of the ground signs) to exceed the maximum height and size of the ground sign; and size of the digital display; and,
- Lot 1 Sign Variance Request #4 – Variation to Chapter 14.20 of the Sign Code to allow for a roof sign.
- Lot 2 Sign Variance Request #5 – Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number of wall signs; and,
- Lot 2 Sign Variance Request #6 – Variation to Chapter 14.20 to allow for an electronic message ground sign to exceed the size which encroaches into the required front yard setback.
- Any other variance required for the development as generally depicted on the site plan.

(A) 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

Applicant Response:

- *Variance Request #1 - The literal interpretation and strict application of this requirement would cause undue and unnecessary hardship because of the location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage which are unique to this property.*
- *Variance Request #2 - The literal interpretation and strict application of this requirement would cause undue and unnecessary hardship because of the location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage which are unique to this property.*
- *Variance Request #3 - The literal interpretation and strict application of this requirement would cause undue and unnecessary hardship because of the location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage which are unique to this property. The electronic message sign needs to be properly sized for ease of visibility.*
- *Variance Request #4 – The literal interpretation and strict application of this requirement would cause undue and unnecessary hardship because of the location of the property on a corner lot, the layout of the development, a limited access point along the primary*

frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage which are unique to this property.

- *Variance Request #5 - The literal interpretation and strict application of this requirement would cause undue and unnecessary hardship because of the location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage which are unique to this property.*
- *Variance Request #6 - The literal interpretation and strict application of this requirement would cause undue and unnecessary hardship because of the location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage which are unique to this property. The electronic message sign needs to be properly sized for ease of visibility.*

(B) The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and

Applicant Response:

- *Variance Request #1 – The granting of this requested variance would not be materially detrimental to property owners in the vicinity as similar signage is consistent with other retail signage in this corridor.*
- *Variance Request #2 - The granting of this requested variance would not be materially detrimental to property owners in the vicinity as similar signage is consistent with other retail signage in this corridor.*
- *Variance Request #3 - The granting of this requested variance would not be materially detrimental to property owners in the vicinity as similar signage is consistent with other retail signage in this corridor. The size of the electronic messaging sign is properly scaled to fit with the monument sign.*
- *Variance Request #4 – The granting of this requested variance would not be materially detrimental to property owners in the vicinity as similar signage is consistent with other retail signage in this corridor.*
- *Variance Request #5 - The granting of this requested variance would not be materially detrimental to property owners in the vicinity as similar signage is consistent with other retail signage in this corridor.*
- *Variance Request #6 - The granting of this requested variance would not be materially detrimental to property owners in the vicinity as similar signage is consistent with other retail signage in this corridor. The size of the electronic messaging sign is properly scaled to fit with the monument sign.*

(C) The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and

Applicant Response:

- *Variance Request #1 – The dimensions of the property, location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage do not generally apply to other properties in the vicinity.*
- *Variance Request #2 - The dimensions of the property, location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage do not generally apply to other properties in the vicinity.*
- *Variance Request #3 - The dimensions of the property, location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage do not generally apply to other properties in the vicinity.*
- *Variance Request #4 – The dimensions of the property, location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage do not generally apply to other properties in the vicinity.*
- *Variance Request #5 - The dimensions of the property, location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage do not generally apply to other properties in the vicinity.*
- *Variance Request #6 - The location of the property on a corner lot, the layout of the development, a limited access point along the primary frontage road, ComEd and Traffic Signal equipment at the hard corner, and non-linear right of way along the primary frontage do not generally apply to other properties in the vicinity.*

(D) The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020

Applicant Response:

- *Variance Request #1 - The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.*
- *Variance Request #2 - The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.*
- *Variance Request #3 - The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.*

- *Variance Request #4 – The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.*
- *Variance Request #5 - The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.*
- *Variance Request #6 - The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.*

(E) The proposed signage is of particularly good design and in particularly good taste; and

Applicant Response:

- *Variance Request #1 – The proposed signage throughout the development is of good design and good taste.*
- *Variance Request #2 - The proposed signage throughout the development is of good design and good taste.*
- *Variance Request #3 - The proposed monument sign including the electronic message sign is of good design and good taste.*
- *Variance Request #4 – The proposed signage throughout the development is of good design and good taste*
- *Variance Request #5 - The proposed signage throughout the development is of good design and good taste.*
- *Variance Request #6 - The proposed monument sign including the electronic message sign is of good design and good taste.*

(F) The entire site has been or will be particularly well landscaped.

Applicant Response:

- *Variance Request #1 – The entire site will be particularly well landscaped in accordance with the Zoning Code.*
- *Variance Request #2 - The entire site will be particularly well landscaped in accordance with the Zoning Code.*
- *Variance Request #3 - The entire site will be particularly well landscaped in accordance with the Zoning Code.*
- *Variance Request #4 – The entire site will be particularly well landscaped in accordance with the Zoning Code.*
- *Variance Request #5 - The entire site will be particularly well landscaped in accordance with the Zoning Code.*
- *Variance Request #6 - The entire site will be particularly well landscaped in accordance with the Zoning Code.*

Special Use for the Drive-Through

(A) 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 proposed special use will serve the public convenience and will not be detrimental to or endanger the safety, health, morals, comfort, or general welfare of the public as this use is consistent with other uses in this corridor.*

(B) 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, size, nature, and intensity of the operation involved in the proposed special use, along with the size of the property in relation to the proposed special use, and location of the property with respect to streets giving access to it are in harmony with the appropriate and orderly development of the district in which it is located.*

(C) 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 – This special use is consistent with other uses in this corridor and will not substantially diminish or impair property values within the neighborhood.*

(D) 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 nature, location, and size of the building associated with the proposed special use will not impede, hinder, or discourage the development and use of adjacent land within the zoning district where they lie.*

(E) Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

- *Response – The development is primarily a re-circulator of traffic, meaning that these uses divert traffic already utilizing the adjacent roadways, then recirculate those vehicles back onto the adjacent roadways after they have visited the development. Stormwater management will be designed in accordance with applicable local and county standards and regulations. Water and sanitary sewer services will be designed to connect to the existing municipal utility infrastructure in accordance with Village standards and regulations.*

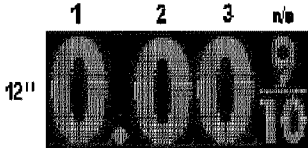
(F) Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and

from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

- *Response – Parking areas are adequate in size and are properly located and screened. The ingress and egress for the development provides the public multiple access points and minimizes the impact on the adjacent roadways. The development is primarily a re-circulator of traffic, meaning that these uses divert traffic already utilizing the adjacent roadways, then recirculate those vehicles back onto the adjacent roadways after they have visited the development. This will minimize impacts to the public streets.*

14.20.070 - Electronic message signs.

REFER TO SECTION D. BELOW

- A. Electronic menu boards used at drive-through lanes shall comply with the requirements set forth in Section 14.16.030. F.
- B. Electronic vehicle fuel station signs displaying fuel prices are permitted subject to the following requirements:
 1. The sign shall not exceed 60 square feet.
 2. The electronic message area shall not exceed 12 square feet in surface area.
 3. Not more than 3 fuel products shall be displayed per sign face. Each sign face shall be limited to fuel product pricing only.
 4. Digits shall not exceed 12 inches in height and are limited to 3 digit numerical displays, not including a 9/10 " fractional digit or decimal point. An example is identified below:
 
 5. Colors shall be limited to a maximum of two colors on a black background.
 6. Each electronic sign face shall include a circuit board equipped with light sensors per side to automatically adjust brightness based on ambient light level.
 7. The sign shall be turned off at the close of daily business operating hours, unless such vehicle fueling station operates 24 hours per day.
 8. All electronic images must remain static. No flashing, blinking, chasing, animations or other attention seeking effects shall be permitted.
- C. Electronic signs on windows are allowed only by variation.
- D. Electronic message signs for ground or wall signs are allowed only by variation. Ground and wall electronic message signs shall conform to the following requirements:

THE ELECTRONIC MESSAGE SIGNS WILL COMPLY WITH SECTION D. WITH THE EXCEPTION OF SECTION D.4.C. SEE BELOW.

 1. Messages and Text.
 - a. Shall be limited to a display of on-premises activity only, plus date, time, temperature, and community event information.
 - b. Transition from one message to another shall be instantaneous, without movement or other transition effects between messages.
 - c. Text shall be uniform in color, appearance, and a maximum of 9.25 inch character text any one time.
 - d. Messages, including single and multiple lines of text, shall not change more frequently than once every 20 seconds.
 2. Display and Brightness.
 - a. Signs shall not display any video, animation or moving pictures or simulate any movement or the optical illusion of movement of any part of the sign text, design or pictorial segment, including the movement of any illumination or the flashing or varying of light intensity.
 - b. The Electronic message sign shall be equipped with both a programmed dimming sequence as well as an additional overriding mechanical photocell that adjusts the brightness of the display to the ambient light at all times of day. Such programming and mechanical equipment shall be set so that the Electronic message sign, at night or in overcast conditions, will be no more than forty percent of the daytime brightness level.
 3. Operation and Use.
 - a. Signs shall be extinguished at the close of business to which the Electronic message sign relates. Signs

shall be extinguished from 11:00 pm to 6:00 a.m., except for businesses licensed to operate later than 11:00 p.m.

- b. Signs readily viewable to the general public shall be equipped to override commercial messages for emergency situations such as an "Amber Alert" or other such acute public emergencies, but such "override" authority for public emergencies shall not exceed 48 total hours within any 2 week period, unless approved by the property owner. The owner of the Electronic Message Sign shall cooperate with the Village of Buffalo Grove in order to allow the Village of Buffalo Grove to exercise its override authority.
4. Location and Design.
 - a. Electronic message sign shall not face a single family zoned district or use.
 - b. The Electronic message sign shall be secondary to the principal ground sign and shall be located on the same premises as the principal building.
 - c. No Electronic message sign shall be located within 500 feet of another Electronic message sign, nor shall it share the structure of any other reader board or changeable copy sign.
 - d. Signs shall be located in a minimum 400 square foot landscape area integrated into the overall site design, including the appropriate use of berming, landscaping, and decorative hardscape.
 - e. Signs shall be mounted in a monument-style base that is at least as wide as the sign face, a minimum of 2 feet in height, and composed of a natural masonry finish such as brick or stone matching the principal building. Alternative materials consistent with the principal building may be considered by the Village.
 - f. Each sign face shall be antiglare and shall not exceed a total of 25 square feet. The square footage of each face shall be included in the calculation of the total area of all signage allowed for the property.

THE ELECTRONIC MESSAGE SIGNS ARE LOCATED 362' OF EACH OTHER. IT SHALL BE NOTED THAT THESE ELECTRONIC MESSAGE SIGNS ARE ON SEPARATE LOTS

(Ord. No. 2012-18, § 2, 5-7-2012; Ord. No. 2014-43, § 10, 6-16-2014)

Traffic Impact Study Mixed-Use Development

Buffalo Grove, Illinois



Prepared For:

BLUESTONE
SINGLE TENANT PROPERTIES

KLOA

Kenig, Lindgren, O'Hara, Aboona, Inc.

April 21, 2021

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed mixed-use development to be located in Buffalo Grove, Illinois. The site, which formerly contained an approximate 100,000 square-foot office building, is located in the northeast quadrant of the intersection of Lake-Cook Road with Lexington Drive. As proposed, the mixed-use development is to consist of the following uses:

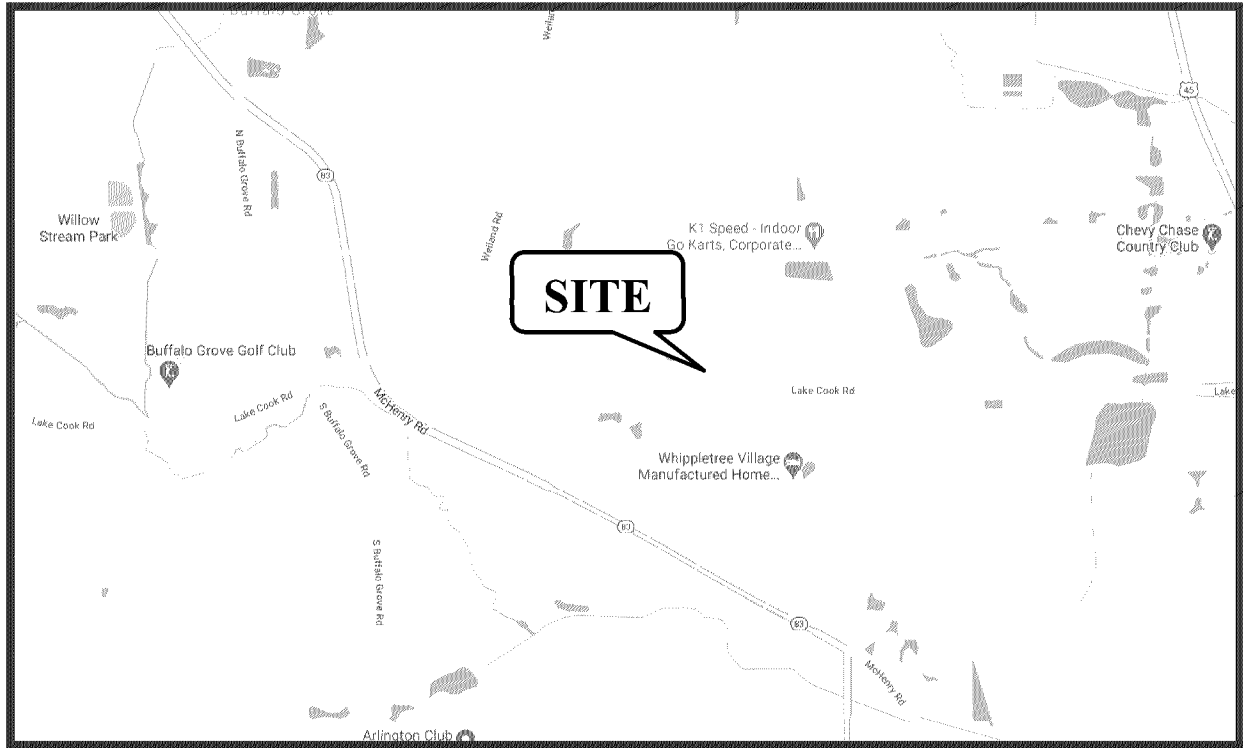
- A fuel center that is to contain 24 fueling positions, an approximate 7,260 square-foot convenience store, and a car wash
- An approximate 6,250 square-foot commercial building that will contain an approximate 2,400 square-foot coffee/donut store with drive-through facility
- An approximate 2,500 square-foot quick service restaurant with drive-through facility
- Approximately 34,000 square feet of self-storage space

Access to the development is proposed to be provided via a restricted right-turn in/right-turn out access drive on Lake-Cook Road, a full access drive and a restricted right-turn in/right-turn out access drive on Lexington Drive, and future cross access to the parcel directly east of the site.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system



Site Location

Figure 1



Aerial View of Site

Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site, which formerly contained an approximate 100,000 square-foot office building, is located in the northeast quadrant of the intersection of Lake-Cook Road with Lexington Drive. Land uses in the area include office, business park, and warehouse uses to the north and east and residential to the south and the west. Lexington Commons Plaza is located directly south of the site on the south side of Lake-Cook Road.

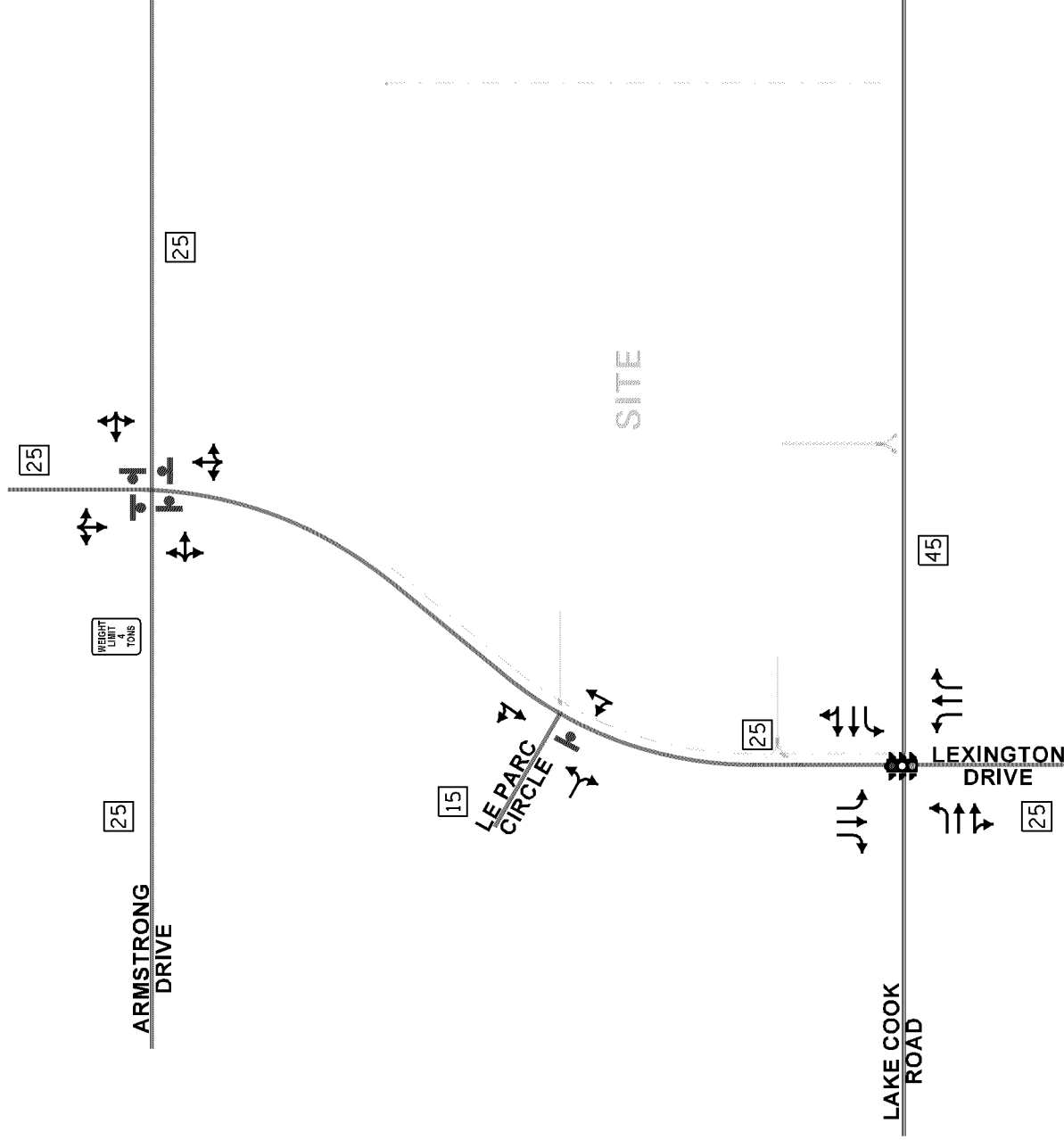
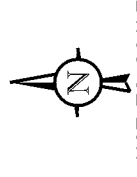
Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below and illustrated in **Figure 3**.

Lake-Cook Road is an east-west, arterial road that has a six-lane, divided cross section east of the site and a four-lane, divided cross section west of the site. At its signalized intersection with Lexington Drive, both approaches of Lake-Cook Road have a separate left-turn lane, a through lane, and a shared through/right-turn lane. At its unsignalized intersection with Hastings Lane, Lake-Cook Road has three through lanes and a separate left-turn lane on the eastbound approach and a two through lanes and a shared through/right-turn lane on the westbound approach. Lake-Cook Road is under the jurisdiction of the Cook County Department of Transportation and Highways (CCDTH), has an Annual Average Daily Traffic (AADT) volume of 36,300 vehicles (IDOT 2018), and has a posted speed limit of 45 mph.

Lexington Drive is a north-south, local road that has one lane in each direction. South of Lake-Cook Road, Lexington Drive has striped northbound bike lane and the southbound lane is a shared bike and vehicle lane. At its signalized intersection with Lake-Cook Road, both approaches of Lexington Drive have a separate left-turn lane, a through lane, and a separate right-turn lane. At its all-way stop sign controlled intersection with Armstrong Drive, Lexington Drive has a shared left-turn/through/right-turn lane on both approaches. Lexington Drive is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 mph.

Armstrong Drive is an east-west, local road that has one lane in each direction. Truck traffic over four tons is prohibited on Armstrong Drive west of Lexington Drive. At its all-way stop signed controlled intersection with Lexington Drive, Armstrong Drive has a shared left-turn/through/right-turn lane on both approaches. Armstrong Drive is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 mph.



- LEGEND**
- TRAVEL LANE
 - TRAFFIC SIGNAL
 - STOP SIGN
 - SPEED LIMIT

Existing Roadway Characteristics

Proposed Mixed-Use Development
Buffalo Grove, Illinois



Job No: 20-219 Figure: 3

Le Parc Circle is a local road that extends in a circle around the Le Parc residential development. The road has one lane in each direction and is under stop sign control at its intersection with Lexington Drive. Le Parc Circle is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 15 mph.

Lake-Cook Road Improvements

The Cook County Department of Transportation and Highways (CCDTH) is currently improving Lake-Cook Road between Raupp Boulevard and Hastings Lane. As part of the project, improvements will also occur along Buffalo Grove Road, McHenry Road (IL Route 83), and Weiland Road. Lake-Cook Road will be widened to provide a third lane in each direction with additional intersection improvements. At the signalized intersection of Lake-Cook Road with Lexington Drive, the Lake-Cook Road approaches will provide a separate left-turn lane, two through lanes, and a shared through/right-turn lane and the Lexington Drive approaches will provide a separate left-turn lane, a through lane, and a separate right-turn lane. Per the CCDTH web site, construction on the project started in 2020 and is scheduled to be completed by 2022.

Year 2021 Base Conditions

In order to determine current traffic conditions within the study area, KLOA, Inc. conducted peak period traffic counts at the following intersections:

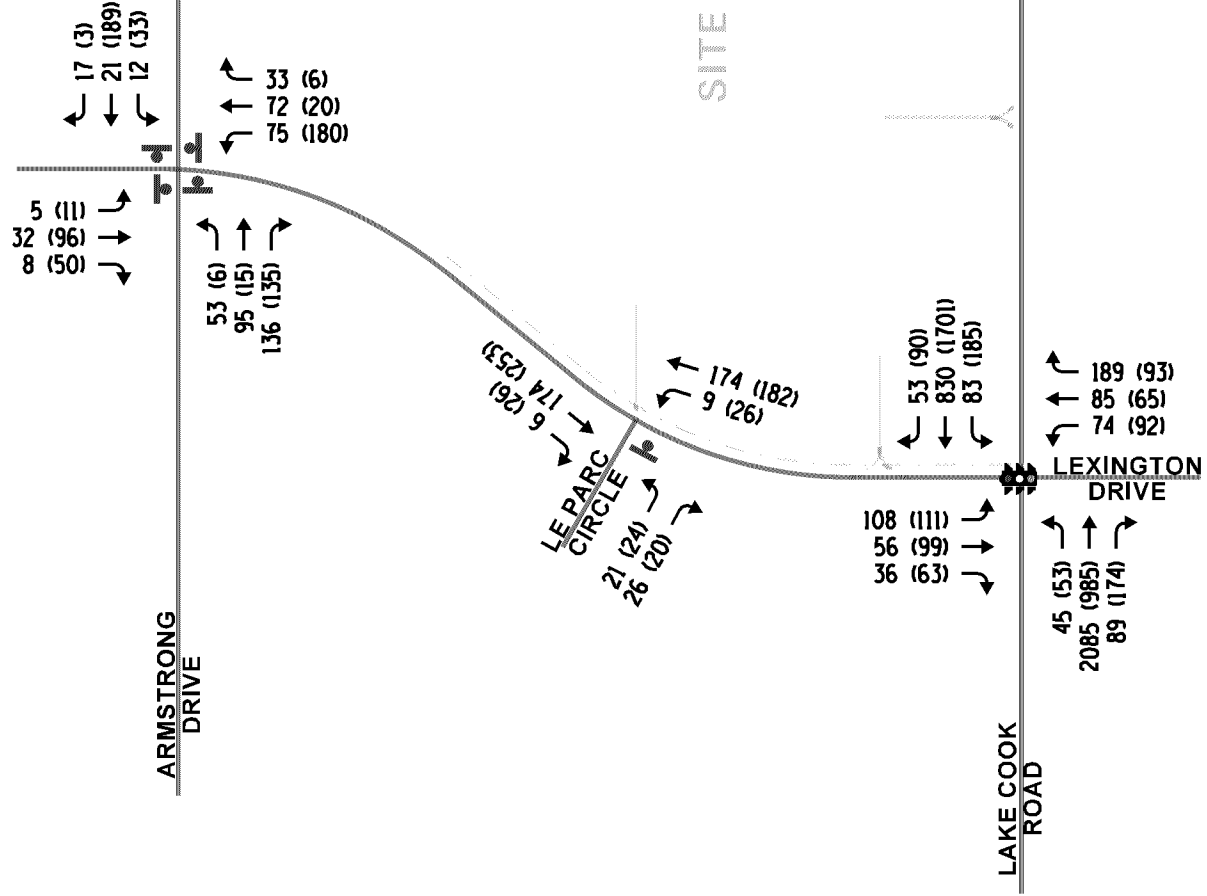
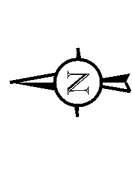
- Lake-Cook Road with Lexington Drive (Friday, April 16, 2021)
- Lexington Drive with Armstrong Drive (Wednesday, November 4, 2020)
- Lexington Drive with Le Parc Circle (Wednesday, November 4, 2020)

The traffic counts were generally conducted during the morning (6:00 A.M. to 9:00 A.M.) and evening (4:00 P.M. to 6:00 P.M.) peak periods. The results of the traffic counts show that the peak hours of traffic generally occurred between 7:30 A.M. and 8:30 A.M. during the weekday morning peak period and between 4:30 P.M. and 5:30 P.M. during the weekday evening peak period.

It should be noted that due to the Covid 19 pandemic, traffic volumes in the area generally do not reflect normal or typical conditions. As such, the 2020 and 2021 traffic counts were compared to traffic counts previously conducted by IDOT in 2018 along Lake-Cook Road. Based on the comparison, the traffic volumes were increased as follows:

- The Lake-Cook Road eastbound traffic volumes were increased by 130 percent and the westbound traffic volumes were increased by 56 percent during the weekday morning peak hour and the eastbound traffic volumes were increased by 29 percent and the westbound traffic volumes were increased by 41 percent during the weekday evening peak hour.
- The Lexington Drive, Armstrong Drive, and Le Parc traffic volumes were increased by 50 percent during both the weekday morning and evening peak hours.

Figure 4 illustrates the Year 2021 base peak hour vehicle traffic volumes. Copies of the traffic counts are in the Appendix.



Proposed Mixed-Use
Development
Buffalo Grove, Illinois

Year 2021 Base Traffic Volumes

KLOA
Kenig, Lindgren, O'Hara, Aboona, Inc.

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Figure: 4

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Crash Analysis

KLOA, Inc. obtained crash data¹ from IDOT for the most recent past five years available (2014 to 2018) for the intersections of Lexington Drive with Lake-Cook Road, Lexington Drive with Le Parc Circle, and Lexington Drive with Armstrong Drive. **Table 1** summarizes the crash data at the Lake-Cook Road with Lexington Avenue intersection. The intersection of Lexington Drive with Le Parc Circle had five crashes in the five-year period and the intersection of Lexington Drive with Armstrong Drive had two crashes in the five-year period. A review of the crash data indicated no fatalities were reported at either intersection during the review period.

Table 1
LAKE-COOK ROAD WITH LEXINGTON DRIVE

Year	Type of Accident Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2014	0	0	16	2	6	0	24
2015	1	0	10	1	7	2	21
2016	1	2	10	3	5	0	21
2017	2	1	16	1	2	0	22
2018	2	0	22	0	5	0	29
Total	4	0	74	7	25	2	112
Average/Year	<1.0	<1.0	14.8	1.4	5.0	<1.0	22.1

¹ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.

3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

As proposed, the mixed-used development is to consist of a fuel center that is to contain 24 fueling positions, an approximate 7,250 square-foot convenience store and a car wash, an approximate 6,250 square-foot commercial building that will contain with an approximate 2,400 square-foot coffee/donut store with drive-through lane, an approximate 2,500 square-foot quick service restaurant with drive-through facility, and approximately 34,000 square feet of self-storage space. Access to the development is to be provided the following three access drives:

- The *Lake-Cook Road access drive* will be located is on the north side of the road approximately 425 feet east of Lexington Drive and will be restricted to right-turn in and right-turn out movements only. As proposed, the access drive will provide one inbound lane and one outbound lane channelized and signed to prohibit left-turn movements. Further, the proposed barrier median along Lake-Cook Road will physically restrict left-turn movements. The outbound lane of the access drive will be under stop sign control. In addition, a 175-foot separate right-turn lane and a 220-foot taper will be provided on Lake-Cook Road serving the access drive.
- The *Lexington Drive north access drive* will be located on the east side of Lexington Drive opposite Le Parc Circle and will provide full access to and from the development. The access drive will provide one inbound lane and one outbound lane with the outbound lane striped for a shared left-turn/right-turn lane. The outbound lane will be under stop sign control.
- The *Lexington Drive south access drive* will be located on the east side of Lexington Drive approximately 180 feet north of Lake-Cook Road and will be restricted to right-turn in and right-turn out movements only. As proposed, the access drive will provide one inbound lane and one outbound lane channelized and signed to prohibit left-turn movements. The outbound lane will be under stop sign control.

It is important to note that the Lexington Drive two access drives will replace two full access drives serving the existing office development. A site plan depicting the proposed development layout and access is included in the Appendix.

Directional Distribution

The directions from which traffic will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts and the existing roadway system. **Figure 5** illustrates the directional distribution of the development-generated traffic.

Development Traffic Generation

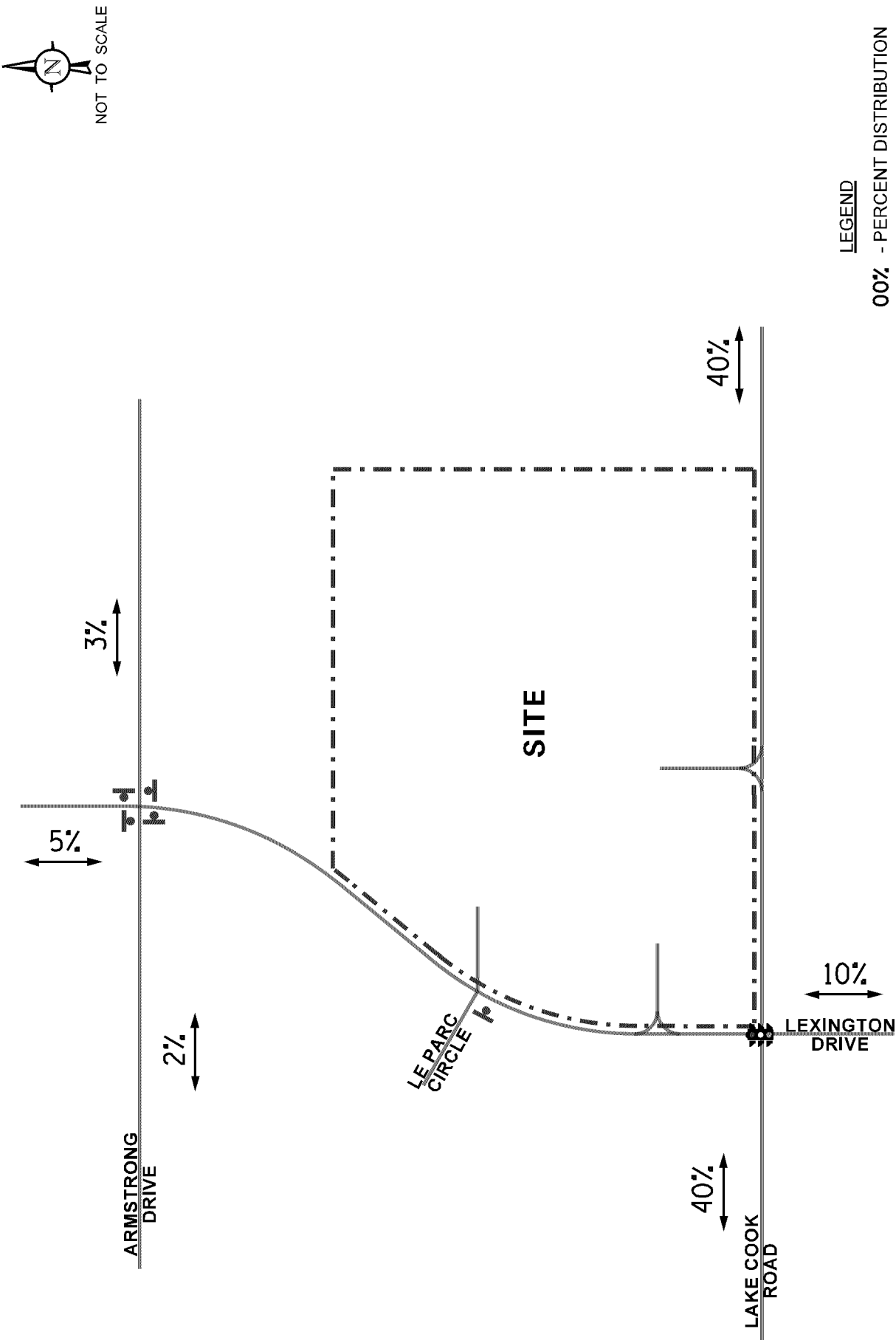
The number of peak hour trips estimated to be generated by the proposed development was based on the following vehicle trip generation rates contained in *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers (ITE):

- The “Gasoline/Service Station with Convenience Market” (Land-Use Code [LUC] 945) rates were used for the fuel center and convenience market.
- The “Coffee/Donut Store with Drive-Through Window” (LUC 937) rates were used for the coffee/donut store.
- The “Automated Car Wash” (LUC 948) rates were used for the car wash.
- The “Shopping Center” (LUC 820) rates were used for the commercial building.
- The “Fast Food Restaurant with Drive-Through Window” (LUC 937) rates were used for the quick service restaurant.
- The “Mini-Warehouse” (LUC 151) rates were used for the self-storage facility.

In addition, it is important to note that the estimated traffic to be generated by the development was reduced to account for the following factors:

- *Pass-by Trips.* Surveys conducted by ITE have shown that a large percentage of trips made to fuel centers, coffee/donut stores, and quick service restaurants are diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips. As such, the number of new trips to be generated by the fuel center was reduced by 60 percent and the number of new trips generated by the coffee/donut store and the quick service restaurant was reduced by 50 percent to account for pass-by traffic.
- *Multi-Purpose Trips.* The volume of traffic to be generated by the development will be reduced due to the interaction (multipurpose trips) that is anticipated to occur between the various land uses. As such, the number of trips generated by the coffee/donut store was reduced by 30 percent and the number of trips generated by the car wash was reduced by 50 percent to account for multipurpose trips.

Table 2 summarizes the trips projected to be generated by the proposed development.



Proposed Mixed-Use
Development
Buffalo Grove, Illinois

Estimated Directional Distribution



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Figure: 5

Table 2
PROJECTED DEVELOPMENT-GENERATED TRAFFIC VOLUMES

Land-use	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
	In	Out	Total	In	Out	Total
Total Trips						
Fuel Center with Convenience Market	183	176	359	171	165	336
Coffee/Donut Store with Drive Through	109	105	214	52	52	104
Automated Car Wash ¹	20	20	40	39	39	78
Quick Service Restaurant with Drive Through	51	49	100	42	40	82
Commercial Building	8	7	15	7	8	15
Self-Storage	5	5	10	10	10	20
<i>Total</i>	<i>376</i>	<i>362</i>	<i>738</i>	<i>321</i>	<i>314</i>	<i>635</i>
Multi-Purpose/Interaction Trip Reductions						
Coffee/Donut Store (30 Percent)	30	30	60	15	15	30
Car Wash (50 Percent)	10	10	20	19	19	38
<i>Total</i>	<i>40</i>	<i>40</i>	<i>80</i>	<i>34</i>	<i>34</i>	<i>68</i>
Pass-By Trips Reductions						
Fuel Center and Convenience Store (60 Percent)	108	108	216	101	101	202
Coffee/Donut Store (60 Percent)	46	46	92	22	22	44
Quick Service Restaurant (50 Percent)	25	25	50	20	20	40
<i>Total</i>	<i>179</i>	<i>179</i>	<i>358</i>	<i>143</i>	<i>143</i>	<i>286</i>
Total New Trips	157	143	300	144	137	281

As indicated previously, the site formerly contained an approximate 100,000 square-foot office building. To provide a trip generation comparison, the volume of traffic that a 1000,000 square-foot office development would generate was estimated based on the ITE trip rates. The estimate of the traffic to be generated by the office development is shown in **Table 3**. From the table it can be seen that the 100,000 square-foot office development generated approximately 20 percent of the number of total trips to be generated by the proposed development and approximately 40 percent of the number of new trips to be generated by the proposed development.

Table 3

ESTIMATED TRAFFIC GENERATED – EXISTING OFFICE DEVELOPMENT

Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
	In	Out	Total	In	Out	Total
Office Building (100,000 square feet)	103	17	120	18	96	114

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

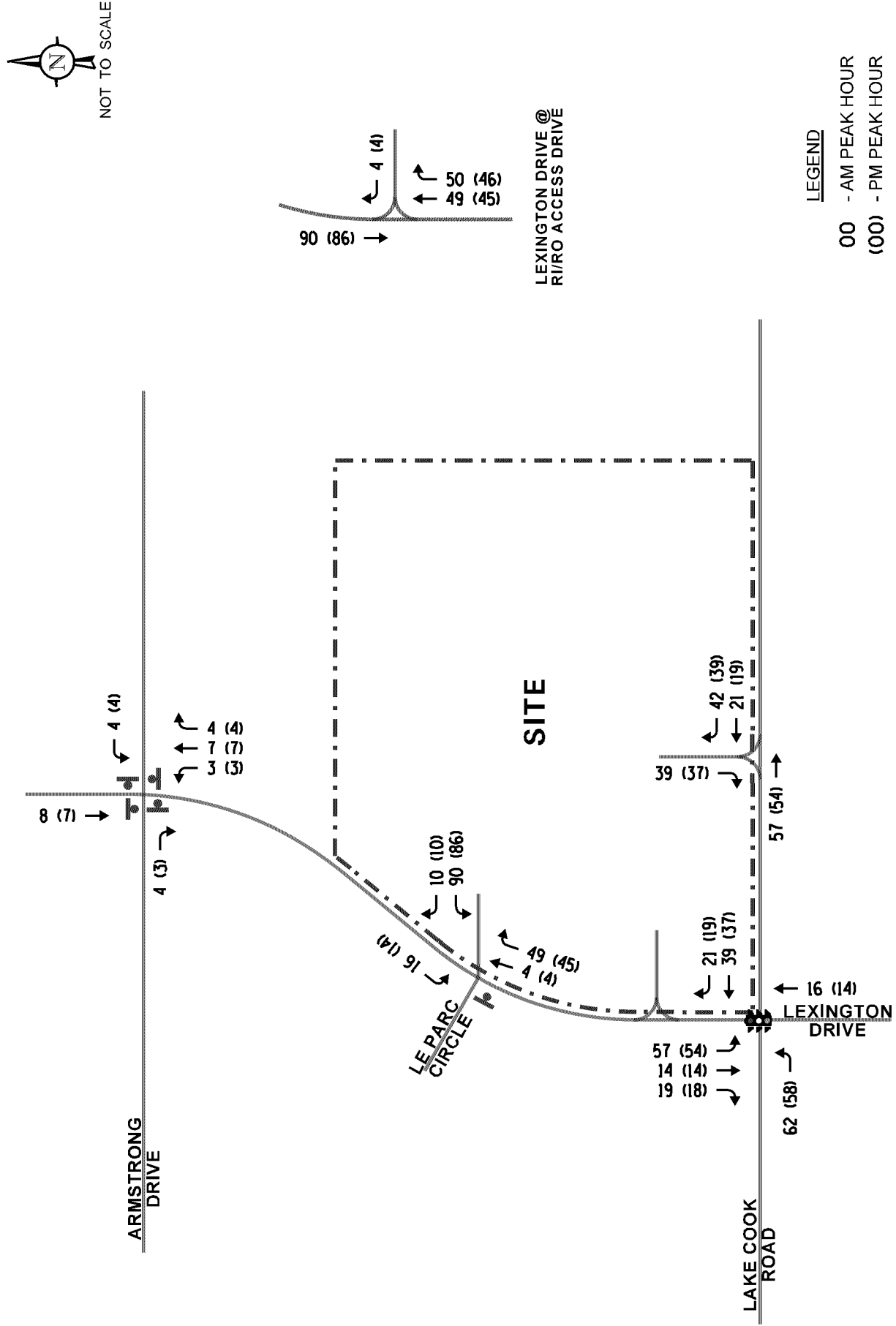
The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the new passenger vehicle trips and **Figure 7** illustrates the traffic assignment of the pass-by trips.

Future Development Growth

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on 2050 ADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes along Lake-Cook Road are projected to increase by a compound annual growth rate of 1.008 percent per year. Therefore, the traffic volumes were increased by a total of 4.9 percent to represent Year 2027 no-build conditions (buildout year plus five years). **Figure 8** shows the Year 2027 no-build traffic volumes. A copy of the CMAP projections letter is included in the Appendix.

Projected Year 2027 Total Traffic Volumes

The development-generated traffic was added to the projected Year 2027 no-build traffic volumes to determine the projected Year 2027 total traffic volumes, as shown in **Figure 9**.



Proposed Mixed-Use
Development
Buffalo Grove, Illinois

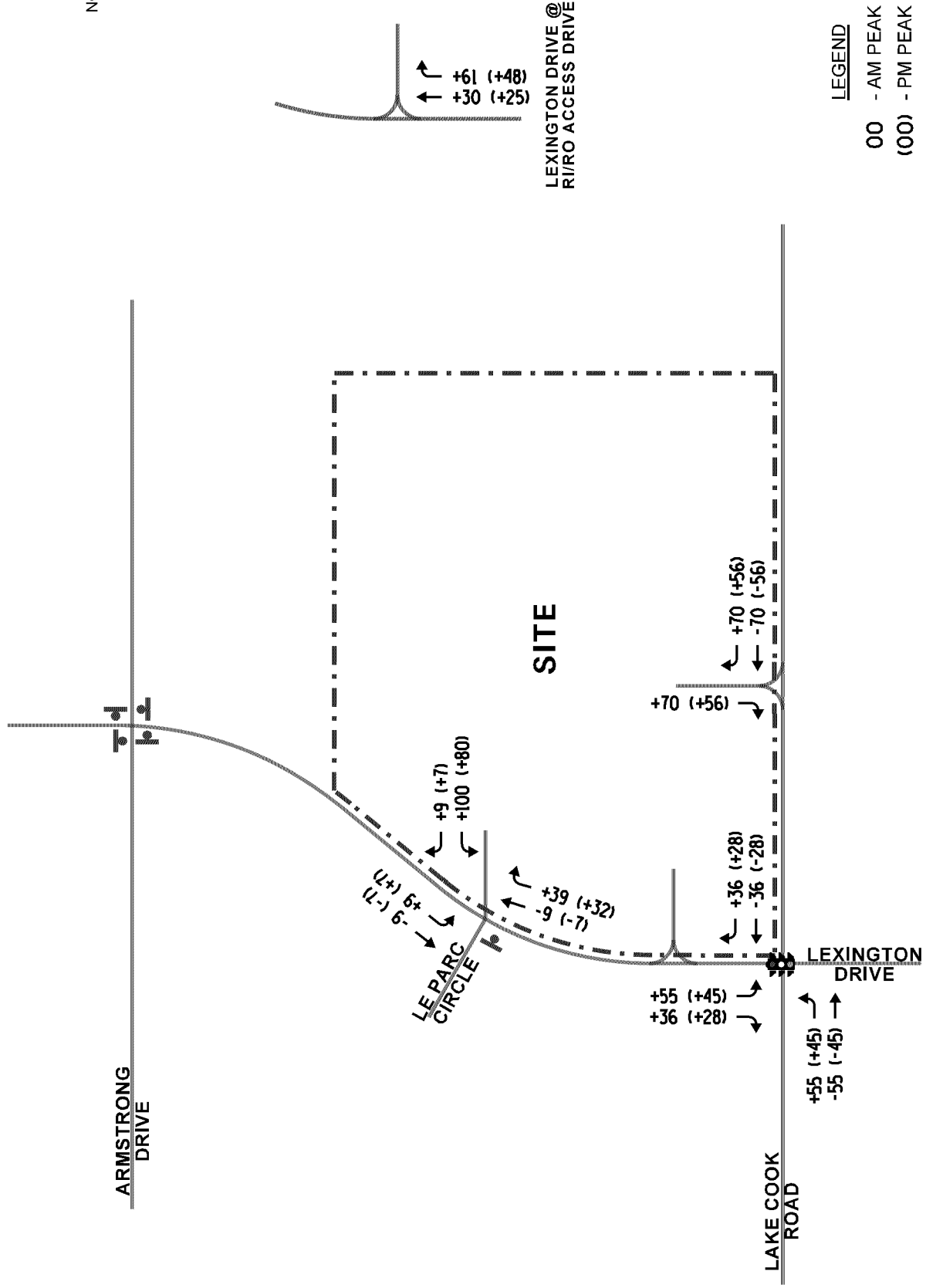
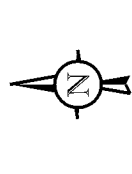
Estimated New Site-Generated Traffic Volumes

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Job No: 20-219

Figure: 6

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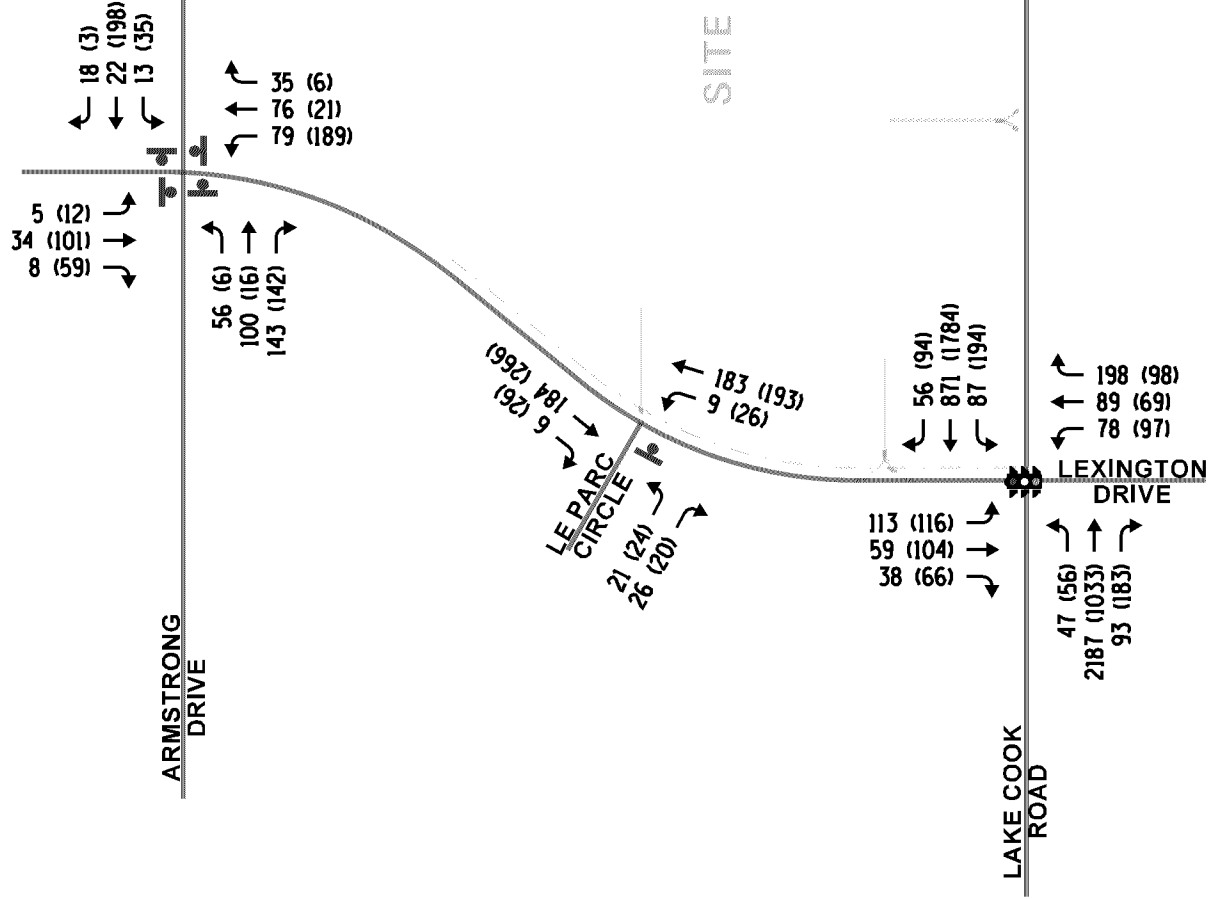
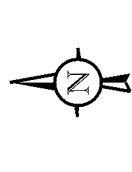
Proposed Mixed-Use Development
Buffalo Grove, Illinois

Pass-By Traffic Volumes



Job No: 20-219

Figure: 7



Proposed Mixed-Use
Development
Buffalo Grove, Illinois

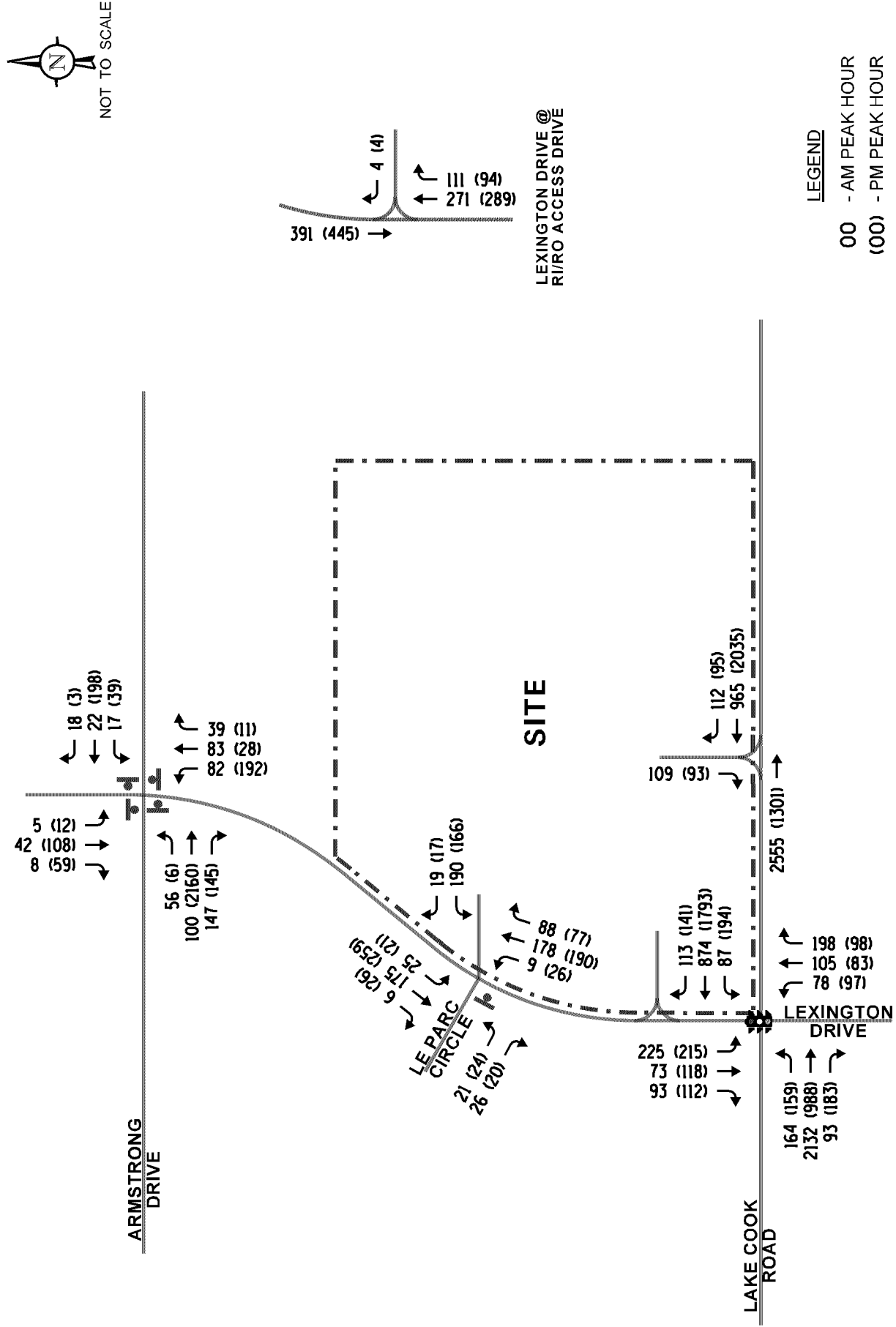
Year 2027 No-Build Traffic Volumes



Job No: 20-219

Figure: 8

Packet Pg. 264



Proposed Mixed-Use Development
Buffalo Grove, Illinois

Year 2027 Total Projected Traffic Volumes

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and evening peak hours for the projected Year 2040 base traffic volumes and the projected Year 2040 total traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 2010 and analyzed using Synchro/SimTraffic 10 software. The analysis for the traffic-signal controlled intersections were accomplished using field measured cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the projected Year 2040 base traffic volumes and the projected Year 2040 total traffic volumes are presented in **Tables 4** through **6**. It should be noted that the capacity analyses for both the Year 2021 base conditions and the Year 2027 total conditions assumed the improvements at the Lake-Cook Road/Lexington Drive intersection. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 4
CAPACITY ANALYSIS RESULTS – LAKE-COOK ROAD WITH LEXINGTON DRIVE – SIGNALIZED

	Peak Hour	Eastbound		Westbound		Northbound			Southbound			Overall
		L	T/R	L	T/R	L	T	R	L	T	R	
Year 2021 Volumes & Improvements	Weekday Morning Peak Hour	E 69.3	C 22.1	E 79.7	B 12.5	C 37.3	E 61.6	D 50.3	D 39.2	D 50.7	C 37.6	C 25.3
		C – 23.0		B – 18.2		D – 50.3		D – 42.1				
	Weekday Evening Peak Hour	E 61.1	B 19.7	E 65.5	B 16.2	D 44.1	D 53.1	C 31.4	D 45.8	E 58.5	D 36.3	C 24.3
Year 2027 Volumes & Improvements	Weekday Morning Peak Hour	E 67.7	C 27.8	F 94.2	C 22.6	D 41.5	E 66.7	D 52.3	D 43.1	D 40.3	C 23.5	C 32.8
		C – 30.5		C – 28.5		D – 54.1		D – 37.9				
	Weekday Evening Peak Hour	E 68.5	B 20.2	E 72.0	C 25.8	D 39.9	D 53.8	C 30.9	E 57.1	E 59.3	C 32.7	C 31.8
Delay is measured in seconds. L – Left T – Through R – Right	Weekday Morning Peak Hour	C – 26.0		C – 30.0		D – 40.9		D – 51.6				

Table 5
CAPACITY ANALYSIS RESULTS – UNSIGNALIZED INTERSECTIONS
PROJECTED YEAR 2021 BASE TRAFFIC VOLUMES

Intersection	Weekday Morning Peak Hour		Weekday Afternoon Peak Hour	
	LOS	Delay	LOS	Delay
Lexington Drive with Armstrong Drive				
• Intersection	A	9.3	B	10.4
• Northbound Approach	A	9.7	B	10.9
• Eastbound Approach	A	8.1	A	9.2
• Westbound Approach	A	9.3	B	11.1
• Southbound Approach	A	8.3	A	9.9
Lexington Drive with Le Parc Circle				
• Eastbound Approach	B	10.3	B	11.5
• Northbound Left Turn	A	7.6	A	7.9
LOS = Level of Service Delay is measured in seconds.				

Table 6
CAPACITY ANALYSIS RESULTS – UNSIGNALIZED INTERSECTIONS
PROJECTED YEAR 2027 TOTAL TRAFFIC VOLUMES

Intersection	Weekday Morning Peak Hour		Weekday Afternoon Peak Hour	
	LOS	Delay	LOS	Delay
Lexington Drive with Armstrong Drive				
• Intersection	A	9.8	B	11.1
• Northbound Approach	A	9.8	A	9.7
• Eastbound Approach	B	10.2	B	11.9
• Westbound Approach	A	8.4	B	11.8
• Southbound Approach	A	8.6	B	10.5
Lexington Drive with Le Parc Circle and North Access Drive				
• Eastbound Approach	B	11.3	B	13.2
• Northbound Left Turn	A	7.6	A	7.9
• Westbound Approach	C	19.0	C	23
• Southbound Left Turn	A	7.8	A	7.8
Lexington Drive with South Access Drive				
• Westbound Approach	A	9.8	A	9.9
Lake-Cook Road with Access Drive				
• Southbound Right Turn	C	16.0	E	42.9
LOS = Level of Service Delay is measured in seconds.				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development-generated traffic.

Lake-Cook Road with Lexington Drive

Assuming the projected Year 2021 base traffic volumes and the Lake-Cook Road improvements, this signalized intersection is projected to operate at an overall Level of Service (LOS) C during the weekday morning and evening peak hours. All the individual movements are projected operate at LOS D or better during the peak hours except the Lake-Cook Road left-turn movements and the Lexington Drive through movements. The Lake-Cook Road left-turn movements are projected to operate at LOS E during the peak hours. This is due in part to the reduced amount of green time provided to these movements and that the Lake-Cook Road left-turn movements will operate on a protected left-turn phase only. Further, the Lexington Drive through movements are projected to operate at LOS D or E, which is due to the reduced green time provided to the Lexington Drive through movements.

Assuming the projected Year 2027 total traffic volumes and the Lake-Cook Road improvements, the signalized intersection is projected to continue to operate at LOS C during the weekday morning and evening peak hours. All the movements are projected to generally operate at LOS D or better except the Lake-Cook Road left-turn movements and the Lexington Drive through and southbound left-turn movements. The left-turn movements and the Lexington Drive through movement are projected to operate at LOS E or F during the peak hours. As such, with the Lake-Cook Road improvements, this intersection will generally have sufficient reserve capacity to accommodate the development generated traffic and no additional roadway improvements and/or traffic control modifications are required.

Lexington Drive with Armstrong Drive

Assuming the projected Year 2021 base traffic volumes, this all-way stop sign controlled intersection is projected to operate at an overall LOS A during the weekday morning peak hour and LOS B during the evening peak hour. All the individual approaches are projected to operate at LOS B or better during the peak hours.

Assuming the projected Year 2027 total traffic volumes, the intersection is projected to continue operate at LOS A during the morning peak hour and LOS B during the evening peak hour. Further, all of the approaches are projected to continue to operate at LOS B or better during the peak hours. As such, this intersection will have sufficient reserve capacity to accommodate the development generated traffic and no roadway improvements and/or traffic control modifications are required.

Lexington Drive with Le Parc Circle and North Access Drive

Assuming the projected Year 2021 base traffic volumes, the critical movements to and from Le Parc Circle are projected to operate at an overall LOS B during the weekday morning and evening peak hours.

The Lexington Drive north access drive will be located on the east side of Lexington Drive opposite Le Parc Circle and will provide full access to and from the development. The access drive will provide one inbound lane and one outbound lane with the outbound lane striped for a shared left-turn/right-turn lane. The outbound lane will be under stop sign control.

Assuming the projected Year 2027 total traffic volumes, all of the critical movements to and from Le Parc Circle are projected to continue to operate at LOS B or better. The critical movements to and from the proposed access drive are projected to operate at LOS D or better. As such, this intersection has sufficient reserve capacity to accommodate the development-generated traffic and the proposed access drive and no roadway improvements and/or traffic control modifications are required.

Lexington Drive with South Access Drive

The Lexington Drive south access drive will be located on the east side of Lexington Drive approximately 180 feet north of Lake-Cook Road and will be restricted to right-turn in and right-turn out movements only. As proposed, the access drive will provide one inbound lane and one outbound lane channelized and signed to prohibit left-turn movements. The outbound lane will be under stop sign control.

The results of the capacity analyses have shown that the outbound right-turn movement is projected to operate at LOS B or better during the weekday morning and evening peak hours. As such, the access drive will provide efficient and orderly access to the development with limited impact on the operations of Lexington Drive.

Lake-Cook Road with Right-Turn In/Right-Turn-Out Access Drive

The Lake-Cook Road access drive is to be located on the north side of the road approximately 485 feet east of Lexington Drive and will be restricted to right-turn in and right-turn out movements only. As proposed, the access drive will provide one inbound lane and one outbound lane channelized and signed to prohibit left-turn movements. Further, the proposed barrier median along Lake-Cook Road will physically restrict left-turn movements. The outbound lane of the access drive will be under stop sign control. In addition, a 175-foot separate right-turn lane and a 220-foot taper will be provided on Lake-Cook Road serving the access drive.

The results of the capacity analyses have shown that the outbound right-turn movement is projected to operate at LOS B during the weekday morning peak hour and a LOS E during the evening peak hour. As such, the access drive will provide efficient and orderly access to the development with limited impact on the operations of Lake-Cook Road.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The traffic projected to be generated by the proposed development will be reduced due to the volume of pass-by traffic generated by the development and multipurpose trips between the various uses. In addition, the proposed development will be replacing an approximate 100,000 square-foot office building.
- Access to the development is to be provided the following three access drives:
 - The *Lake-Cook Road access drive* is to be located on the north side of the road approximately 425 feet east of Lexington Drive and will be restricted to right-turn in and right-turn out movements only. As proposed, the access drive will provide one inbound lane and one outbound lane channelized and signed to prohibit left-turn movements. Further, the proposed barrier median along Lake-Cook Road will physically restrict left-turn movements. The outbound lane of the access drive will be under stop sign control. In addition, a 175-foot separate right-turn lane and a 220-foot taper will be provided on Lake-Cook Road serving the access drive.
 - The *Lexington Drive north access drive* will be located on the east side of Lexington Drive opposite Le Parc Circle and will provide full access to and from the development. The access drive will provide one inbound lane and one outbound lane with the outbound lane striped for a shared left-turn/right-turn lane. The outbound lane will be under stop sign control.
 - The *Lexington Drive south access drive* will be located on the east side of Lexington Drive approximately 180 feet north of Lake-Cook Road and will be restricted to right-turn in and right-turn out movements only. As proposed, the access drive will provide one inbound lane and one outbound lane channelized and signed to prohibit left-turn movements. The outbound lane will be under stop sign control.
- The two Lexington Drive access drives will replace two full access drives serving the existing office development.
- The results of the capacity analyses have shown that with the Lake-Cook Road roadway improvements, the roadway system generally has sufficient reserve capacity to accommodate the development traffic volumes and no additional roadway improvements and/or traffic control modifications are required.

Appendix

Traffic Count Summary Sheets
Preliminary Site Plan
CMAP Projections Letter
Level of Service Table
Capacity Analysis Summary Sheets

Traffic Count Summary Sheets

Buffalo Grove, IL Weather: Cool and Dry
 Lake Cook Rd and Lexington Dr
 Friday April 16, 2021 Passenger Vehicles Only

04/18/21
 18:59:27

URNS/TEAPAC[Ver 3.61.12] - 15-Minute Counts: All Vehicles - by Mvmt

Intersection # 3 lakecook/lexington

Begin Time	N-Approach			E-Approach			S-Approach			W-Approach			Int Total
	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	
600	0	2	6	3	48	5	13	5	5	10	123	0	220
615	1	2	7	2	59	8	30	2	6	9	175	2	303
630	0	4	16	5	71	8	23	6	6	14	241	4	398
645	0	4	17	7	94	4	35	5	11	11	198	6	392
700	5	7	10	4	99	13	19	4	11	15	203	10	400
715	2	8	23	4	103	6	27	5	13	10	210	3	414
730	3	6	20	11	139	8	32	7	12	13	242	4	497
745	5	5	19	8	108	10	31	15	9	19	241	11	481
800	2	12	12	13	141	18	26	19	17	9	197	2	468
815	6	10	18	5	136	15	32	10	12	17	218	11	490
830	7	10	18	2	117	12	37	12	11	14	218	4	462
845	4	9	13	7	154	20	27	5	9	12	208	12	480

1600	8	6	21	10	271	29	22	4	25	34	186	2	618
1615	7	8	25	8	291	31	16	6	9	24	198	9	632
1630	9	16	15	18	275	22	23	10	18	29	207	12	654
1645	11	9	18	19	307	40	15	13	14	31	171	10	658
1700	11	23	22	13	274	27	12	6	12	37	169	5	611
1715	11	18	16	10	318	34	12	14	17	19	197	6	672
1730	8	11	22	17	239	39	24	6	13	24	190	4	597
1745	10	7	17	14	230	38	20	6	17	21	189	8	577
=====													
Total	110	177	335	180	3474	387	476	160	247	372	3981	125	10024

Buffalo Grove, IL Weather: Cool and Dry
 Lake Cook Rd and Lexington Dr
 Friday April 16, 2021 Trucks Only

04/18/21
 19:04:28

URNS/TEAPAC[Ver 3.61.12] - 15-Minute Counts: All Vehicles - by Mvmt

Intersection # 4 lakecook/lexington/trucks

Begin Time	N-Approach			E-Approach			S-Approach			W-Approach			Int Total
	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	
600	0	0	0	0	5	0	0	0	0	0	8	0	13
615	1	0	0	0	1	0	0	0	0	0	6	0	8
630	0	0	1	0	10	0	0	0	0	0	5	1	17
645	0	0	1	1	14	0	1	0	0	0	6	1	24
700	1	0	2	2	9	2	0	0	0	0	5	0	21
715	3	0	3	0	11	0	0	0	0	0	6	1	24
730	0	0	0	0	5	0	1	0	0	0	5	1	12
745	0	0	2	2	4	0	0	0	0	0	5	1	14
800	0	0	2	1	13	0	0	0	0	0	8	0	24
815	4	0	1	1	7	0	0	1	0	0	10	1	25
830	0	0	0	3	6	0	0	0	0	0	6	1	16
845	0	0	3	4	2	0	0	0	0	0	8	0	17
1600	1	0	0	1	9	0	0	0	0	0	6	0	17
1615	0	0	0	1	6	0	0	0	0	0	2	0	9
1630	0	0	0	0	4	0	0	0	0	0	4	0	8
1645	0	0	1	0	5	0	0	0	0	0	3	1	10
1700	0	0	0	0	8	0	0	0	0	0	4	1	13
1715	0	0	2	0	7	0	0	0	0	0	2	0	11
1730	1	0	0	0	2	1	0	0	0	0	5	1	10
1745	0	0	0	0	6	0	0	0	0	0	2	0	8
Total	11	0	18	16	134	3	2	1	0	0	106	10	301

Buffalo Grove, IL Weather: Warm and Dry
 Lexington Dr and Armstrong Dr
 Wednesday November 4, 2020

11/05/20
 12:37:45

URNS/TEAPAC[Ver 3.61.12] - 15-Minute Counts: All Vehicles - by Mvmt

Intersection # 1 lexington/armstrong													
Begin Time	N-Approach			E-Approach			S-Approach			W-Approach			Int Total
	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	
700	0	1	1	9	2	0	2	10	7	15	4	10	61
715	0	5	0	2	3	0	4	3	4	12	10	4	47
730	0	5	0	1	2	1	4	3	4	30	10	8	68
745	2	3	0	1	2	3	3	10	11	18	22	8	83
800	3	5	0	5	4	3	4	13	14	18	19	9	97
815	0	5	0	4	6	1	4	7	8	15	12	10	72
830	1	1	0	5	3	2	5	4	6	13	10	7	57
845	0	4	1	3	5	1	3	10	9	14	4	5	59

1600	8	10	2	0	25	9	2	2	22	13	1	0	94
1615	9	10	1	0	22	6	1	2	11	22	4	1	89
1630	7	15	0	0	20	2	2	1	25	18	0	4	94
1645	8	6	1	1	30	5	0	5	32	21	3	0	112
1700	12	21	4	0	41	6	1	4	27	18	5	0	139
1715	6	12	2	1	35	5	1	3	31	19	2	0	117
1730	7	6	1	1	22	4	1	2	25	18	5	0	92
1745	5	3	0	0	14	0	1	6	18	15	4	2	68
=====													
Total	68	112	13	33	236	48	38	85	254	279	115	68	1349

URNS/TEAPAC[Ver 3.61.12] - 15-Minute Counts: All Vehicles - Totals

Intersection # 1 lexington/armstrong									
Begin Time	Approach Totals				Exit Totals				Int Total
	N	E	S	W	N	E	S	W	
700	2	11	19	29	29	7	16	9	61
715	5	5	11	26	9	14	17	7	47
730	5	4	11	48	12	14	36	6	68
745	5	6	24	48	19	25	24	15	83
800	8	12	31	46	27	23	26	21	97
815	5	11	19	37	21	16	21	14	72
830	2	10	15	30	16	15	16	10	57
845	5	9	22	23	18	8	19	14	59
1600	20	34	26	14	2	5	32	55	94
1615	20	28	14	27	3	6	38	42	89
1630	22	22	28	22	5	2	35	52	94
1645	15	36	37	24	6	4	32	70	112
1700	37	47	32	23	4	10	45	80	139
1715	20	41	35	21	4	5	36	72	117
1730	14	27	28	23	3	7	28	54	92
1745	8	14	25	21	8	5	18	37	68
Total	193	317	377	462	186	166	439	558	1349

Buffalo Grove, IL Weather: Warm and Dry
 Lexington Dr and LeParc Circle
 Wednesday November 4, 2020

11/05/20
 12:41:06

URNS/TEAPAC[Ver 3.61.12] - 15-Minute Counts: All Vehicles - by Mvmt

Intersection # 2 lexington/leparc

Begin Time	N-Approach			E-Approach			S-Approach			W-Approach			Int Total
	RT	TH	LT	RT	TH	LT	RT	TH	LT	RT	TH	LT	
700	0	16	0	0	0	0	0	20	4	5	0	2	47
715	1	17	0	0	0	0	0	15	0	1	0	0	34
730	0	32	0	0	0	0	0	11	0	5	0	2	50
745	1	19	0	0	0	0	0	29	4	7	0	2	62
800	3	22	0	0	0	0	0	25	2	2	0	8	62
815	0	21	0	0	0	0	0	15	0	3	0	2	41
830	0	15	0	0	0	0	0	15	2	6	0	1	39
845	2	20	0	0	0	0	0	18	4	4	0	5	53

1600	0	34	0	0	0	0	0	22	4	3	0	1	64
1615	8	30	0	0	0	0	0	12	10	5	0	2	67
1630	3	30	0	0	0	0	0	22	5	7	0	4	71
1645	3	27	0	0	0	0	0	32	3	3	0	5	73
1700	2	42	0	0	0	0	0	25	4	2	0	3	78
1715	9	29	0	0	0	0	0	31	5	1	0	4	79
1730	7	21	0	0	0	0	0	30	5	3	0	1	67
1745	3	17	0	0	0	0	0	21	6	8	0	3	58
=====													
Total	42	392	0	0	0	0	0	343	58	65	0	45	945

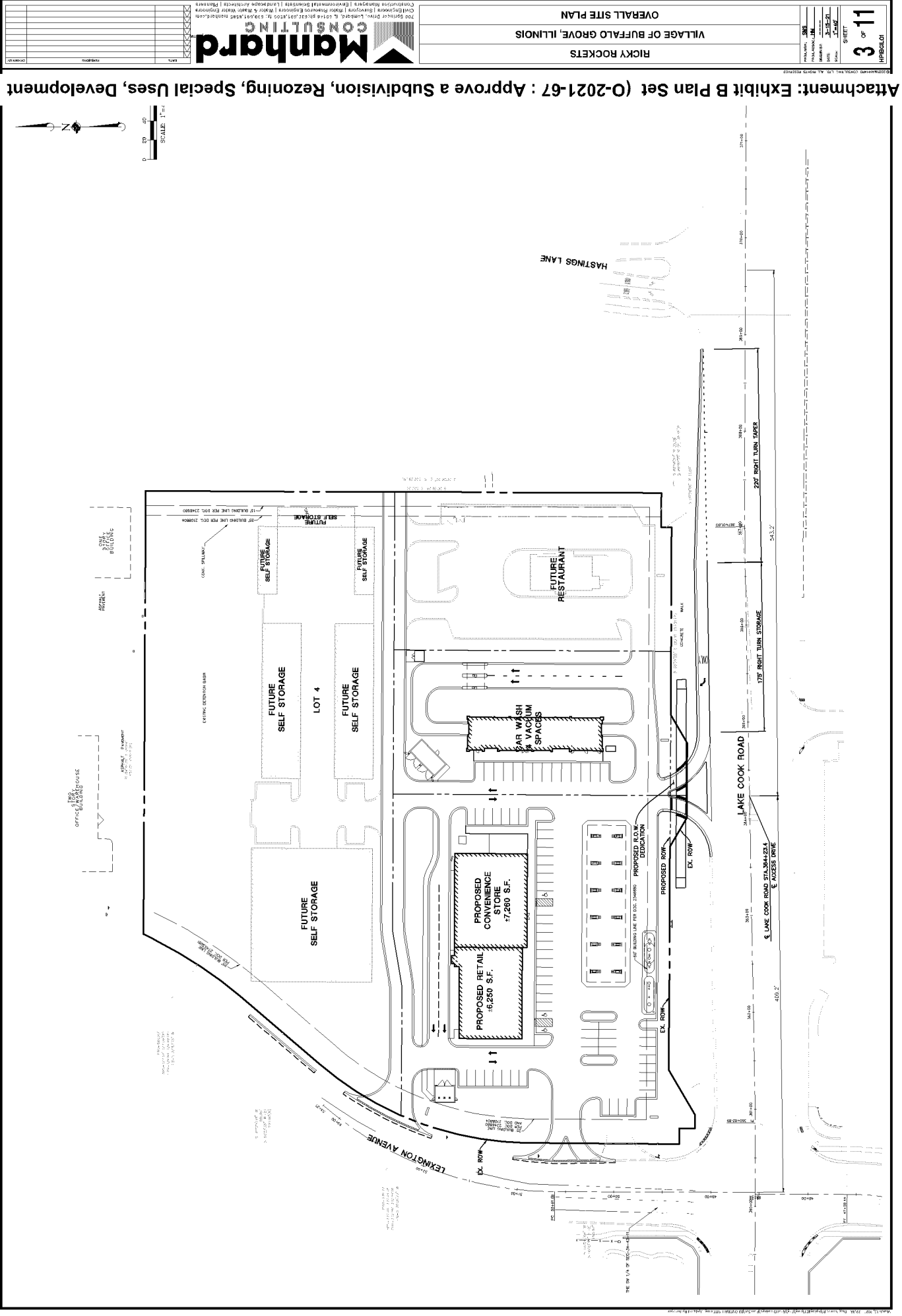
URNS/TEAPAC[Ver 3.61.12] - 15-Minute Counts: All Vehicles - Totals

Intersection # 2 lexington/leparc

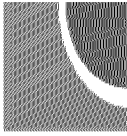
Begin Time	Approach Totals				Exit Totals				Int Total
	N	E	S	W	N	E	S	W	
700	16	0	24	7	22	0	21	4	47
715	18	0	15	1	15	0	18	1	34
730	32	0	11	7	13	0	37	0	50
745	20	0	33	9	31	0	26	5	62
800	25	0	27	10	33	0	24	5	62
815	21	0	15	5	17	0	24	0	41
830	15	0	17	7	16	0	21	2	39
845	22	0	22	9	23	0	24	6	53

1600	34	0	26	4	23	0	37	4	64
1615	38	0	22	7	14	0	35	18	67
1630	33	0	27	11	26	0	37	8	71
1645	30	0	35	8	37	0	30	6	73
1700	44	0	29	5	28	0	44	6	78
1715	38	0	36	5	35	0	30	14	79
1730	28	0	35	4	31	0	24	12	67
1745	20	0	27	11	24	0	25	9	58
=====									
Total	434	0	401	110	388	0	457	100	945

Preliminary Site Plan



CMAP Projections Letter



Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

April 19, 2021

Andrew Bowen
Traffic Engineer
Kenig, Lindgren, O'Hara and Aboona, Inc.
9575 West Higgins Road
Suite 400
Rosemont, IL 60018

Subject: Lake Cook Road @ Lexington Drive
IDOT

Dear Mr. Bowen:

In response to a request made on your behalf and dated April 19, 2021, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current Volumes	Year 2050 ADT
Lake Cook Rd , @ Lexington Dr	36,300	46,100

Traffic projections are developed using existing ADT data provided in the request letter and the results from the December 2020 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806.

Sincerely,

Jose Rodriguez, PTP, AICP
Senior Planner, Research & Analysis

cc: Rios (IDOT)
2021_CY_TrafficForecast\BuffaloGrove\la-08-21\la-08-21.docx

Level of Service Table

LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤ 10
B	Good progression, with more vehicles stopping than for Level of Service A.	$> 10 - 20$
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	$> 20 - 35$
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	$> 35 - 55$
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	$> 55 - 80$
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	> 80.0
Unsignalized Intersections		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	$> 10 - 15$	
C	$> 15 - 25$	
D	$> 25 - 35$	
E	$> 35 - 50$	
F	> 50	

Source: *Highway Capacity Manual*, 2010.

Capacity Analysis Summary Sheets
Weekday Morning Peak Hour – Year 2021 Base Conditions

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/20/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	2085	89	83	830	53	74	85	189	108	56	36
Future Volume (vph)	45	2085	89	83	830	53	74	85	189	108	56	36
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	2000	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	215		0	225		0	85		85	140		140
Storage Lanes	1		0	1		0	1		1	1		1
Taper Length (ft)	220			220			175			155		
Lane Util. Factor	1.00	0.91	0.91	1.00	0.91	0.91	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.994			0.991				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1805	5107	0	1752	4898	0	1805	2000	1599	1787	2000	1615
Flt Permitted	0.950			0.950			0.719			0.554		
Satd. Flow (perm)	1805	5107	0	1752	4898	0	1366	2000	1599	1042	2000	1615
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		895			1175			422			399	
Travel Time (s)		13.6			17.8			11.5			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	1%	0%	3%	5%	4%	0%	0%	1%	1%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	47	2289	0	87	930	0	78	89	199	114	59	38
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	pm+ov
Protected Phases	5	2		1	6		3	8	1	7	4	5
Permitted Phases							8		8	4		4
Detector Phase	5	2		1	6		3	8	1	7	4	5
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	6.0	3.0	3.0	6.0	3.0
Minimum Split (s)	7.0	21.0		7.0	21.0		6.0	14.0	7.0	6.0	14.0	7.0
Total Split (s)	10.5	73.5		10.5	73.5		19.0	17.0	10.5	19.0	17.0	10.5
Total Split (%)	8.8%	61.3%		8.8%	61.3%		15.8%	14.2%	8.8%	15.8%	14.2%	8.8%
Yellow Time (s)	3.0	4.0		3.0	4.0		3.0	4.0	3.0	3.0	4.0	3.0
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	1.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	6.0		4.0	6.0		3.0	6.0	4.0	3.0	6.0	4.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None
Act Effect Green (s)	6.9	69.4		8.9	73.4		23.3	10.7	25.7	28.3	15.0	27.8
Actuated g/C Ratio	0.06	0.58		0.07	0.61		0.19	0.09	0.21	0.24	0.12	0.23

Year 2021 Base Conditions - Weekday AM 10/13/2020 Mixed-Use Development - Buffalo Grove

Synchro 10 Report

Page 1

Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/20/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.46	0.77		0.67	0.31		0.26	0.50	0.58	0.36	0.24	0.10
Control Delay	69.3	22.1		79.7	12.5		37.3	61.6	50.3	39.2	50.7	37.6
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	69.3	22.1		79.7	12.5		37.3	61.6	50.3	39.2	50.7	37.6
LOS	E	C		E	B		D	E	D	D	D	D
Approach Delay		23.0			18.2			50.3			42.1	
Approach LOS		C			B			D			D	
Queue Length 50th (ft)	35	490		66	131		48	66	136	71	42	23
Queue Length 95th (ft)	#78	557		#172	164		87	122	225	119	85	54
Internal Link Dist (ft)		815			1095			342			319	
Turn Bay Length (ft)	215			225			85		85	140		140
Base Capacity (vph)	106	2954		130	2994		376	193	341	348	249	377
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.44	0.77		0.67	0.31		0.21	0.46	0.58	0.33	0.24	0.10

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 21 (18%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 65

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.77

Intersection Signal Delay: 25.3

Intersection LOS: C

Intersection Capacity Utilization 72.8%

ICU Level of Service C

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Lexington Drive & Lake-Cook Road

											
Ø1	Ø2 (R)					Ø3			Ø4		
10.5 s	73.5 s					19 s			17 s		
											
Ø5	Ø6 (R)					Ø7			Ø8		
10.5 s	73.5 s					19 s			17 s		

HCM 6th TWSC

3: Lexington Drive & Le Parc Circle

04/20/2021

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑	↑	
Traffic Vol, veh/h	21	26	9	174	174	6
Future Vol, veh/h	21	26	9	174	174	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	5	5	0
Mvmt Flow	22	27	9	183	183	6
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	387	186	189	0	-	0
Stage 1	186	-	-	-	-	-
Stage 2	201	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	620	861	1397	-	-	-
Stage 1	851	-	-	-	-	-
Stage 2	838	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	616	861	1397	-	-	-
Mov Cap-2 Maneuver	616	-	-	-	-	-
Stage 1	845	-	-	-	-	-
Stage 2	838	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.3	0.4		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1397	-	731	-	-	
HCM Lane V/C Ratio	0.007	-	0.068	-	-	
HCM Control Delay (s)	7.6	0	10.3	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0	-	0.2	-	-	

HCM 6th AWSC

2: Lexington Drive & Armstrong Drive

04/20/2021

Intersection	
Intersection Delay, s/veh	9.3
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	53	95	136	12	21	17	75	72	33	5	32	8
Future Vol, veh/h	53	95	136	12	21	17	75	72	33	5	32	8
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	0	5	0	5	0	5	5	5	5	0
Mvmt Flow	56	100	143	13	22	18	79	76	35	5	34	8
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	9.7	8.1	9.3	8.3
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	42%	19%	24%	11%
Vol Thru, %	40%	33%	42%	71%
Vol Right, %	18%	48%	34%	18%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	180	284	50	45
LT Vol	75	53	12	5
Through Vol	72	95	21	32
RT Vol	33	136	17	8
Lane Flow Rate	189	299	53	47
Geometry Grp	1	1	1	1
Degree of Util (X)	0.248	0.356	0.069	0.065
Departure Headway (Hd)	4.716	4.289	4.737	4.926
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	760	837	754	724
Service Time	2.757	2.319	2.781	2.975
HCM Lane V/C Ratio	0.249	0.357	0.07	0.065
HCM Control Delay	9.3	9.7	8.1	8.3
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	1	1.6	0.2	0.2

Capacity Analysis Summary Sheets
Weekday Evening Peak Hour – Year 2021 Base Conditions

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/20/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	53	1176	120	185	1701	90	92	65	93	111	99	63
Future Volume (vph)	53	1176	120	185	1701	90	92	65	93	111	99	63
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	2000	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	215		0	225		0	85		85	140		140
Storage Lanes	1		0	1		0	1		1	1		1
Taper Length (ft)	220			220			175			155		
Lane Util. Factor	1.00	0.91	0.91	1.00	0.91	0.91	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.986			0.992				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1805	5068	0	1805	5050	0	1805	2000	1615	1736	1980	1583
Flt Permitted	0.950			0.950			0.690			0.563		
Satd. Flow (perm)	1805	5068	0	1805	5050	0	1311	2000	1615	1029	1980	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		895			1175			422			399	
Travel Time (s)		13.6			17.8			11.5			10.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	1%	0%	0%	2%	0%	0%	0%	0%	4%	1%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	56	1364	0	195	1886	0	97	68	98	117	104	66
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	pm+ov
Protected Phases	5	2		1	6		3	8	1	7	4	5
Permitted Phases							8		8	4		4
Detector Phase	5	2		1	6		3	8	1	7	4	5
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	6.0	3.0	3.0	6.0	3.0
Minimum Split (s)	7.0	21.0		7.0	21.0		6.0	14.0	7.0	6.0	14.0	7.0
Total Split (s)	21.0	63.5		21.0	63.5		10.0	25.5	21.0	10.0	25.5	21.0
Total Split (%)	17.5%	52.9%		17.5%	52.9%		8.3%	21.3%	17.5%	8.3%	21.3%	17.5%
Yellow Time (s)	3.0	4.0		3.0	4.0		3.0	4.0	3.0	3.0	4.0	3.0
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	1.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	6.0		4.0	6.0		3.0	6.0	4.0	3.0	6.0	4.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None
Act Effect Green (s)	9.1	63.8		17.6	74.3		20.3	12.3	33.3	23.2	12.6	27.7
Actuated g/C Ratio	0.08	0.53		0.15	0.62		0.17	0.10	0.28	0.19	0.10	0.23

Year 2021 Base Conditions - Weekday PM 10/13/2020 Mixed-Use Development - Buffalo Grove

Synchro 10 Report

Page 1

Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/20/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.41	0.51		0.74	0.60		0.39	0.33	0.22	0.46	0.50	0.18
Control Delay	61.1	19.7		65.5	16.2		44.1	53.1	31.4	45.8	58.5	36.3
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	61.1	19.7		65.5	16.2		44.1	53.1	31.4	45.8	58.5	36.3
LOS	E	B		E	B		D	D	C	D	E	D
Approach Delay		21.3			20.9			41.7			48.2	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	42	243		145	319		63	50	56	77	77	41
Queue Length 95th (ft)	83	313		226	432		108	92	93	127	130	74
Internal Link Dist (ft)		815			1095			342			319	
Turn Bay Length (ft)	215			225			85		85	140		140
Base Capacity (vph)	255	2694		281	3125		250	325	463	257	321	469
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.22	0.51		0.69	0.60		0.39	0.21	0.21	0.46	0.32	0.14

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 21 (18%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.74

Intersection Signal Delay: 24.3

Intersection LOS: C

Intersection Capacity Utilization 64.4%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 1: Lexington Drive & Lake-Cook Road

			
Ø1	Ø2 (R)	Ø3	Ø4
21 s	63.5 s	10 s	25.5 s
			
Ø5	Ø6 (R)	Ø7	Ø8
21 s	63.5 s	10 s	25.5 s

HCM 6th TWSC

3: Lexington Drive & Le Parc Circle

04/20/2021

Intersection						
Int Delay, s/veh	1.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			4	4	
Traffic Vol, veh/h	24	20	26	182	253	26
Future Vol, veh/h	24	20	26	182	253	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	5	5	0
Mvmt Flow	25	21	27	192	266	27
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	526	280	293	0	-	0
Stage 1	280	-	-	-	-	-
Stage 2	246	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	516	764	1280	-	-	-
Stage 1	772	-	-	-	-	-
Stage 2	800	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	504	764	1280	-	-	-
Mov Cap-2 Maneuver	504	-	-	-	-	-
Stage 1	753	-	-	-	-	-
Stage 2	800	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	11.5	1		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1280	-	596	-	-	
HCM Lane V/C Ratio	0.021	-	0.078	-	-	
HCM Control Delay (s)	7.9	0	11.5	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-	

HCM 6th AWSC

2: Lexington Drive & Armstrong Drive

04/20/2021

Intersection	
Intersection Delay, s/veh	10.4
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	6	15	135	33	189	3	180	20	6	11	96	50
Future Vol, veh/h	6	15	135	33	189	3	180	20	6	11	96	50
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	0	5	0	5	0	5	5	5	5	0
Mvmt Flow	6	16	142	35	199	3	189	21	6	12	101	53
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	9.2	11.1	10.9	9.9
HCM LOS	A	B	B	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	87%	4%	15%	7%
Vol Thru, %	10%	10%	84%	61%
Vol Right, %	3%	87%	1%	32%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	206	156	225	157
LT Vol	180	6	33	11
Through Vol	20	15	189	96
RT Vol	6	135	3	50
Lane Flow Rate	217	164	237	165
Geometry Grp	1	1	1	1
Degree of Util (X)	0.323	0.219	0.347	0.239
Departure Headway (Hd)	5.365	4.801	5.281	5.207
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	670	747	682	691
Service Time	3.392	2.829	3.308	3.236
HCM Lane V/C Ratio	0.324	0.22	0.348	0.239
HCM Control Delay	10.9	9.2	11.1	9.9
HCM Lane LOS	B	A	B	A
HCM 95th-tile Q	1.4	0.8	1.6	0.9

Capacity Analysis Summary Sheets
Weekday Morning Peak Hour – Year 2027 Total Projected
Conditions

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/21/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	164	2132	93	87	874	113	78	105	198	225	73	93
Future Volume (vph)	164	2132	93	87	874	113	78	105	198	225	73	93
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	2000	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	215		0	225		0	85		85	140		140
Storage Lanes	1		0	1		0	1		1	1		1
Taper Length (ft)	220			220			175			155		
Lane Util. Factor	1.00	0.91	0.91	1.00	0.91	0.91	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.994			0.983				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1805	5107	0	1752	4861	0	1805	2000	1599	1787	2000	1615
Flt Permitted	0.950			0.950			0.707			0.490		
Satd. Flow (perm)	1805	5107	0	1752	4861	0	1343	2000	1599	922	2000	1615
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		895			398			422			336	
Travel Time (s)		13.6			6.0			11.5			9.2	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	1%	0%	3%	5%	4%	0%	0%	1%	1%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	173	2342	0	92	1039	0	82	111	208	237	77	98
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	pm+ov
Protected Phases	5	2		1	6		3	8	1	7	4	5
Permitted Phases							8		8	4		4
Detector Phase	5	2		1	6		3	8	1	7	4	5
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	6.0	3.0	3.0	6.0	3.0
Minimum Split (s)	7.0	21.0		7.0	21.0		6.0	14.0	7.0	6.0	14.0	7.0
Total Split (s)	23.0	70.0		12.0	59.0		7.0	18.0	12.0	21.0	32.0	23.0
Total Split (%)	19.0%	57.9%		9.9%	48.8%		5.8%	14.9%	9.9%	17.4%	26.4%	19.0%
Yellow Time (s)	3.0	4.0		3.0	4.0		3.0	4.0	3.0	3.0	4.0	3.0
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	1.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	6.0		4.0	6.0		3.0	6.0	4.0	3.0	6.0	4.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?												
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None
Act Effect Green (s)	16.0	65.4		8.2	57.7		18.2	11.2	25.4	34.3	25.7	47.7
Actuated g/C Ratio	0.13	0.54		0.07	0.48		0.15	0.09	0.21	0.28	0.21	0.39

Year 2027 Projected Conditions - Weekday AM 10/13/2020 Mixed-Use Development - Buffalo Grove

Synchro 10 Report

Page 1

Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/21/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.73	0.85		0.77	0.45		0.38	0.60	0.62	0.62	0.18	0.15
Control Delay	67.7	27.8		94.2	22.6		41.5	66.7	52.3	43.1	40.3	23.5
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	67.7	27.8		94.2	22.6		41.5	66.7	52.3	43.1	40.3	23.5
LOS	E	C		F	C		D	E	D	D	D	C
Approach Delay		30.5			28.5			54.1			37.9	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	131	561		72	201		47	84	148	150	50	48
Queue Length 95th (ft)	204	634		#166	250		88	146	231	229	93	83
Internal Link Dist (ft)		815			318			342			256	
Turn Bay Length (ft)	215			225			85		85	140		140
Base Capacity (vph)	283	2761		119	2317		217	198	335	390	429	677
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.61	0.85		0.77	0.45		0.38	0.56	0.62	0.61	0.18	0.14

Intersection Summary

Area Type: Other

Cycle Length: 121

Actuated Cycle Length: 121

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.85

Intersection Signal Delay: 32.8

Intersection LOS: C

Intersection Capacity Utilization 80.5%

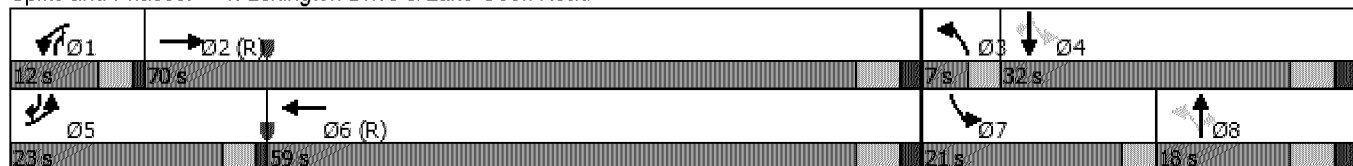
ICU Level of Service D

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Lexington Drive & Lake-Cook Road



HCM 6th TWSC

3: Lexington Drive & Le Parc Circle/Proposed Full Access

04/21/2021

Intersection												
Int Delay, s/veh	6.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Traffic Vol, veh/h	21	0	26	190	0	19	9	178	88	25	175	6
Future Vol, veh/h	21	0	26	190	0	19	9	178	88	25	175	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0	0	5	0	0	5	0
Mvmt Flow	22	0	27	200	0	20	9	187	93	26	184	6

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	501	537	187	505	494	234	190	0	0	280	0	0
Stage 1	239	239	-	252	252	-	-	-	-	-	-	-
Stage 2	262	298	-	253	242	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	484	453	860	481	479	810	1396	-	-	1294	-	-
Stage 1	769	711	-	757	702	-	-	-	-	-	-	-
Stage 2	747	671	-	756	709	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	461	439	860	455	465	810	1396	-	-	1294	-	-
Mov Cap-2 Maneuver	461	439	-	455	465	-	-	-	-	-	-	-
Stage 1	763	695	-	751	696	-	-	-	-	-	-	-
Stage 2	723	666	-	716	693	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	11.3	19	0.2	1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1396	-	-	620	474	1294	-	-
HCM Lane V/C Ratio	0.007	-	-	0.08	0.464	0.02	-	-
HCM Control Delay (s)	7.6	0	-	11.3	19	7.8	0	-
HCM Lane LOS	A	A	-	B	C	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.3	2.4	0.1	-	-

HCM 6th TWSC

4: Lexington Drive & Proposed RIRO Access

04/21/2021

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			↑
Traffic Vol, veh/h	0	4	271	111	0	391
Future Vol, veh/h	0	4	271	111	0	391
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Free	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	5	0	0	5
Mvmt Flow	0	4	285	117	0	412

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	285	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.2	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.3	-
Pot Cap-1 Maneuver	0	759	0
Stage 1	0	-	0
Stage 2	0	-	0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	759	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBTWBLn1	SBT
Capacity (veh/h)	- 759	-
HCM Lane V/C Ratio	- 0.006	-
HCM Control Delay (s)	- 9.8	-
HCM Lane LOS	- A	-
HCM 95th %tile Q(veh)	- 0	-

HCM 6th TWSC

5: Lake-Cook Road & Proposed RIRO Access

04/21/2021

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↑↑↑	↑↑↑	↑↑↑			↑
Traffic Vol, veh/h	0	2555	965	112	0	109
Future Vol, veh/h	0	2555	965	112	0	109
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Free	-	Stop
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	1	5	0	0	0
Mvmt Flow	0	2689	1016	118	0	115

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	-	0	-
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	-
Pot Cap-1 Maneuver	0	-	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	16
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	441
HCM Lane V/C Ratio	-	-	0.26
HCM Control Delay (s)	-	-	16
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	1

HCM 6th AWSC

2: Lexington Drive & Armstrong Drive

04/20/2021

Intersection	
Intersection Delay, s/veh	9.8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	56	100	147	17	22	18	82	83	39	5	42	8
Future Vol, veh/h	56	100	147	17	22	18	82	83	39	5	42	8
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	0	5	0	5	0	5	5	5	5	0
Mvmt Flow	59	105	155	18	23	19	86	87	41	5	44	8
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	10.2	8.4	9.8	8.6
HCM LOS	B	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	40%	18%	30%	9%
Vol Thru, %	41%	33%	39%	76%
Vol Right, %	19%	49%	32%	15%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	204	303	57	55
LT Vol	82	56	17	5
Through Vol	83	100	22	42
RT Vol	39	147	18	8
Lane Flow Rate	215	319	60	58
Geometry Grp	1	1	1	1
Degree of Util (X)	0.286	0.389	0.082	0.081
Departure Headway (Hd)	4.8	4.389	4.893	5.057
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	745	817	728	703
Service Time	2.853	2.431	2.953	3.123
HCM Lane V/C Ratio	0.289	0.39	0.082	0.083
HCM Control Delay	9.8	10.2	8.4	8.6
HCM Lane LOS	A	B	A	A
HCM 95th-tile Q	1.2	1.9	0.3	0.3

Capacity Analysis Summary Sheets
Weekday Evening Peak Hour – Year 2027 Total Projected
Conditions

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/21/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  			  						 	
Traffic Volume (vph)	159	988	183	194	1793	141	97	83	98	215	118	112
Future Volume (vph)	159	988	183	194	1793	141	97	83	98	215	118	112
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	2000	1900	1900	2000	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	215		0	225		0	85		85	140		140
Storage Lanes	1		0	1		0	1		1	1		1
Taper Length (ft)	220			220			175			155		
Lane Util. Factor	1.00	0.91	0.91	1.00	0.91	0.91	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.977			0.989				0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1805	5025	0	1805	5037	0	1805	2000	1615	1736	1980	1583
Flt Permitted	0.950			0.950			0.597			0.685		
Satd. Flow (perm)	1805	5025	0	1805	5037	0	1134	2000	1615	1251	1980	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			25	
Link Distance (ft)		895			398			422			280	
Travel Time (s)		13.6			6.0			11.5			7.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	1%	0%	0%	2%	0%	0%	0%	0%	4%	1%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	167	1233	0	204	2035	0	102	87	103	226	124	118
Turn Type	Prot	NA		Prot	NA		pm+pt	NA	pm+ov	pm+pt	NA	pm+ov
Protected Phases	5	2		1	6		3	8	1	7	4	5
Permitted Phases							8		8	4		4
Detector Phase	5	2		1	6		3	8	1	7	4	5
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		3.0	6.0	3.0	3.0	6.0	3.0
Minimum Split (s)	7.0	21.0		7.0	21.0		6.0	14.0	7.0	6.0	14.0	7.0
Total Split (s)	21.0	63.5		21.0	63.5		12.0	23.5	21.0	12.0	23.5	21.0
Total Split (%)	17.5%	52.9%		17.5%	52.9%		10.0%	19.6%	17.5%	10.0%	19.6%	17.5%
Yellow Time (s)	3.0	4.0		3.0	4.0		3.0	4.0	3.0	3.0	4.0	3.0
All-Red Time (s)	1.0	2.0		1.0	2.0		0.0	2.0	1.0	0.0	2.0	1.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	6.0		4.0	6.0		3.0	6.0	4.0	3.0	6.0	4.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?												
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None
Act Effect Green (s)	15.3	61.6		17.1	63.5		25.0	13.3	36.4	25.6	13.6	34.8
Actuated g/C Ratio	0.13	0.51		0.14	0.53		0.21	0.11	0.30	0.21	0.11	0.29

Year 2027 Projected Conditions - Weekday PM 10/13/2020 Mixed-Use Development - Buffalo Grove

Synchro 10 Report

Page 1

Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

Lanes, Volumes, Timings

1: Lexington Drive & Lake-Cook Road

04/21/2021

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.73	0.48		0.79	0.76		0.36	0.39	0.21	0.75	0.55	0.26
Control Delay	68.5	20.2		72.0	25.8		39.9	53.8	30.9	57.1	59.3	32.7
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.5	20.2		72.0	25.8		39.9	53.8	30.9	57.1	59.3	32.7
LOS	E	C		E	C		D	D	C	E	E	C
Approach Delay		26.0			30.0			40.9			51.6	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	125	229		151	452		64	63	57	154	92	69
Queue Length 95th (ft)	200	277		#278	560		109	112	100	226	151	113
Internal Link Dist (ft)		815			318			342			200	
Turn Bay Length (ft)	215			225			85		85	140		140
Base Capacity (vph)	260	2581		268	2663		289	291	500	303	288	487
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.64	0.48		0.76	0.76		0.35	0.30	0.21	0.75	0.43	0.24

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.79

Intersection Signal Delay: 31.8

Intersection LOS: C

Intersection Capacity Utilization 78.5%

ICU Level of Service D

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Lexington Drive & Lake-Cook Road

 Ø1	 Ø2 (R)	 Ø3	 Ø4
21 s	63.5 s	12 s	23.5 s
 Ø5	 Ø6 (R)	 Ø7	 Ø8
21 s	63.5 s	12 s	23.5 s

HCM 6th TWSC

3: Lexington Drive & Le Parc Circle/Proposed Full Access

04/21/2021

Intersection												
Int Delay, s/veh	6.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Traffic Vol, veh/h	24	0	20	166	0	17	26	190	77	21	259	26
Future Vol, veh/h	24	0	20	166	0	17	26	190	77	21	259	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0	0	5	0	0	5	0
Mvmt Flow	25	0	21	175	0	18	27	200	81	22	273	27

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	635	666	287	636	639	241	300	0	0	281	0	0
Stage 1	331	331	-	295	295	-	-	-	-	-	-	-
Stage 2	304	335	-	341	344	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	394	383	757	393	397	803	1273	-	-	1293	-	-
Stage 1	687	649	-	718	673	-	-	-	-	-	-	-
Stage 2	710	646	-	678	640	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	372	366	757	369	380	803	1273	-	-	1293	-	-
Mov Cap-2 Maneuver	372	366	-	369	380	-	-	-	-	-	-	-
Stage 1	670	636	-	700	656	-	-	-	-	-	-	-
Stage 2	677	630	-	646	627	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.2	23	0.7	0.5
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1273	-	-	484	389	1293	-	-
HCM Lane V/C Ratio	0.021	-	-	0.096	0.495	0.017	-	-
HCM Control Delay (s)	7.9	0	-	13.2	23	7.8	0	-
HCM Lane LOS	A	A	-	B	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	2.7	0.1	-	-

HCM 6th TWSC

4: Lexington Drive & Proposed RIRO Access

04/21/2021

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			↑
Traffic Vol, veh/h	0	4	289	94	0	445
Future Vol, veh/h	0	4	289	94	0	445
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Free	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	5	0	0	5
Mvmt Flow	0	4	304	99	0	468

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	304	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.2	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.3	-
Pot Cap-1 Maneuver	0	740	0
Stage 1	0	-	0
Stage 2	0	-	0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	740	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.9	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBTWBLn1	SBT
Capacity (veh/h)	- 740	-
HCM Lane V/C Ratio	- 0.006	-
HCM Control Delay (s)	- 9.9	-
HCM Lane LOS	- A	-
HCM 95th %tile Q(veh)	- 0	-

HCM 6th TWSC

5: Lake-Cook Road & Proposed RIRO Access

04/21/2021

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↑↑↑		↑↑↑			↑
Traffic Vol, veh/h	0	1301	2035	95	0	93
Future Vol, veh/h	0	1301	2035	95	0	93
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Free	-	Stop
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	1	5	0	0	0
Mvmt Flow	0	1369	2142	100	0	98
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	1071
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.1
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.9
Pot Cap-1 Maneuver	0	-	-	0	0	189
Stage 1	0	-	-	0	0	-
Stage 2	0	-	-	0	0	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	-	189
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		42.9		
HCM LOS	E					
Minor Lane/Major Mvmt	EBT	WBT	SBLn1			
Capacity (veh/h)	-	-	189			
HCM Lane V/C Ratio	-	-	0.518			
HCM Control Delay (s)	-	-	42.9			
HCM Lane LOS	-	-	E			
HCM 95th %tile Q(veh)	-	-	2.6			

HCM 6th AWSC

2: Lexington Drive & Armstrong Drive

04/20/2021

Intersection												
Intersection Delay, s/veh	11.1											
Intersection LOS	B											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔			↔			↔			↔		
Traffic Vol, veh/h	6	16	145	39	198	3	192	28	11	12	108	59
Future Vol, veh/h	6	16	145	39	198	3	192	28	11	12	108	59
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	0	5	0	5	0	5	5	5	5	0
Mvmt Flow	6	17	153	41	208	3	202	29	12	13	114	62
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	9.7			11.9			11.8			10.5		
HCM LOS	A			B			B			B		
Lane	NBLn1	EBLn1	WBLn1	SBLn1								
Vol Left, %	83%	4%	16%	7%								
Vol Thru, %	12%	10%	82%	60%								
Vol Right, %	5%	87%	1%	33%								
Sign Control	Stop	Stop	Stop	Stop								
Traffic Vol by Lane	231	167	240	179								
LT Vol	192	6	39	12								
Through Vol	28	16	198	108								
RT Vol	11	145	3	59								
Lane Flow Rate	243	176	253	188								
Geometry Grp	1	1	1	1								
Degree of Util (X)	0.372	0.244	0.384	0.281								
Departure Headway (Hd)	5.501	5.006	5.473	5.366								
Convergence, Y/N	Yes	Yes	Yes	Yes								
Cap	654	715	657	669								
Service Time	3.542	3.053	3.516	3.41								
HCM Lane V/C Ratio	0.372	0.246	0.385	0.281								
HCM Control Delay	11.8	9.7	11.9	10.5								
HCM Lane LOS	B	A	B	B								
HCM 95th-tile Q	1.7	1	1.8	1.2								

MEMORANDUM TO: Troy Paionk, P.E.
BSTP Midwest, LLC

FROM: Michael A. Werthmann, PE, PTOE
Principal

DATE: July 12, 2021

SUBJECT: Addendum to June 3, 2021 Traffic Study
Lake-Cook Road Mixed-Use Development
Buffalo Grove, Illinois

This memorandum is an addendum to the June 3, 2021 traffic study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed mixed-use development to be located in Buffalo Grove, Illinois. The site, which formerly contained an approximate 100,000 square-foot office building, is located in the northeast quadrant of the intersection of Lake-Cook Road with Lexington Drive. Since the traffic study was completed, the densities of the proposed development have been slightly modified. However, access to the development is proposed to continue to be provided via a restricted right-turn in/right-turn out access drive on Lake-Cook Road, a full access drive and a restricted right-turn in/right-turn out access drive on Lexington Drive, and future cross-access to the parcel directly east of the site. **Table 1** compares the land uses and densities proposed for the original and revised development plans.

Table 1
COMPARISON OF LAND USES AND DENSITIES

Original Development Plan	Revised Development Plan
A fuel center that is to contain 24 fueling positions, and 7,260 square-foot convenience store, and a car wash	A fuel center that is to contain 24 fueling positions, and 8,900 square-foot convenience store that will include an approximate 2,400 square-foot coffee/donut store with drive-through facility, and a car wash
An approximate 6,250 square-foot commercial building that will include an approximate 2,400 square-foot coffee/donut store with drive-through facility	An approximate 4,800 square-foot commercial building
An approximate 2,500 square-foot quick service restaurant with drive-through facility	An approximate 2,500 square-foot quick service restaurant with drive-through facility
Approximately 34,000 square feet of self-storage space	Approximately 34,000 square feet of self-storage space

The purpose of this addendum is to compare the trips estimated to be generated by the original development plan and the revised development plan.

Trip Generation Estimates

Per the original traffic study, the number of peak hour trips estimated to be generated by the original and revised development plans was based on the following vehicle trip generation rates contained in *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers (ITE):

- The “Gasoline/Service Station with Convenience Market” (Land-Use Code [LUC] 945) rates were used for the fuel center and convenience market.
- The “Coffee/Donut Store with Drive-Through Window” (LUC 937) rates were used for the coffee/donut store.
- The “Automated Car Wash” (LUC 948) rates were used for the car wash.
- The “Shopping Center” (LUC 820) rates were used for the commercial building.
- The “Fast Food Restaurant with Drive-Through Window” (LUC 937) rates were used for the quick service restaurant.
- The “Mini-Warehouse” (LUC 151) rates were used for the self-storage facility.

Further, the estimated traffic to be generated by the two development plans was reduced to account for the following factors:

- *Pass-By Trips.* Surveys conducted by ITE have shown that a large percentage of trips made to fuel centers, coffee/donut stores, and quick service restaurants are diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips. As such, the number of new trips to be generated by the fuel center was reduced by 60 percent and the number of new trips generated by the coffee/donut store and the quick service restaurant was reduced by 50 percent to account for pass-by traffic.
- *Multi-Purpose Trips.* The volume of traffic to be generated by the development will be reduced due to the interaction (multipurpose trips) that is anticipated to occur between the various land uses. As such, the number of trips generated by the coffee/donut store was reduced by 30 percent and the number of trips generated by the car wash was reduced by 50 percent to account for multipurpose trips.

Table 2 summarizes the trips projected to be generated by the original development plan and **Table 3** summarizes the trips projected to be generated by the revised development plan.

Table 2
ORIGINAL DEVELOPMENT PLAN
PROJECTED DEVELOPMENT-GENERATED TRAFFIC VOLUMES

Land Use	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
	In	Out	Total	In	Out	Total
Total Trips						
Fuel Center with Convenience Market	183	176	359	171	165	336
Coffee/Donut Store with Drive Through	109	105	214	52	52	104
Automated Car Wash ¹	20	20	40	39	39	78
Quick Service Restaurant with Drive Through	51	49	100	42	40	82
Commercial Building	8	7	15	7	8	15
Self-Storage	5	5	10	10	10	20
<i>Total</i>	<i>376</i>	<i>362</i>	<i>738</i>	<i>321</i>	<i>314</i>	<i>635</i>
Multi-Purpose/Interaction Trip Reductions						
Coffee/Donut Store (30 Percent)	30	30	60	15	15	30
Car Wash (50 Percent)	10	10	20	19	19	38
<i>Total</i>	<i>40</i>	<i>40</i>	<i>80</i>	<i>34</i>	<i>34</i>	<i>68</i>
Pass-By Trips Reductions						
Fuel Center and Convenience Store (60 Percent)	108	108	216	101	101	202
Coffee/Donut Store (60 Percent)	46	46	92	22	22	44
Quick Service Restaurant (50 Percent)	25	25	50	20	20	40
<i>Total</i>	<i>179</i>	<i>179</i>	<i>358</i>	<i>143</i>	<i>143</i>	<i>286</i>
Total New Trips	157	143	300	144	137	281

Table 3
 REVISED DEVELOPMENT PLAN
 PROJECTED DEVELOPMENT-GENERATED TRAFFIC VOLUMES

Land Use	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
	In	Out	Total	In	Out	Total
Total Trips						
Fuel Center with Convenience Market	183	176	359	171	165	336
Coffee/Donut Store with Drive Through	68	65	133	32	33	65
Automated Car Wash ¹	20	20	40	39	39	78
Quick Service Restaurant with Drive Through	51	49	100	42	40	82
Commercial Building	10	8	18	8	10	18
Self-Storage	5	5	10	10	10	20
<i>Total</i>	<i>337</i>	<i>323</i>	<i>660</i>	<i>302</i>	<i>297</i>	<i>599</i>
Multi-Purpose/Interaction Trip Reductions						
Coffee/Donut Store (30 Percent)	20	20	40	9	9	18
Car Wash (50 Percent)	10	10	20	19	19	38
<i>Total</i>	<i>30</i>	<i>30</i>	<i>60</i>	<i>28</i>	<i>28</i>	<i>56</i>
Pass-By Trips Reductions						
Fuel Center and Convenience Store (60 Percent)	108	108	216	101	101	202
Coffee/Donut Store (60 Percent)	28	28	56	14	14	28
Quick Service Restaurant (50 Percent)	25	25	50	20	20	40
<i>Total</i>	<i>161</i>	<i>161</i>	<i>322</i>	<i>135</i>	<i>135</i>	<i>270</i>
Total New Trips	146	132	278	139	134	273

Trip Generation Comparison

A comparison of Tables 2 and 3 shows that the revised development plan is projected to generate fewer new trips, by-pass trips, and total trips than the original development plan. The revised development plan is estimated to generate approximately nine percent fewer total trips (58 trips) during the morning peak hour and four percent fewer trips (24 trips) during the evening peak hour compared to the original development plan. As such, the revised development plan is a less traffic intense development plan than the original development plan and will have less of an impact on the roadway system. While the average delay at the various intersections will be reduced with the revised development plan, the general findings and the recommendations summarized in the traffic study are still valid.



**FINAL STORMWATER
MANAGEMENT SUMMARY
FOR**

**RICKY ROCKETS DEVELOPMENT
BUFFALO GROVE, ILLINOIS**

Prepared by:

MANHARD CONSULTING, LTD.

700 Springer Drive
Lombard, IL 60148

JOB CODE: HPI.BGIL01

July 6, 2021

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- Topographic Survey (Prepared by WMA)

PROJECT NARRATIVE

INTRODUCTION

The purpose of this Final Stormwater Summary is to outline the stormwater requirements pertaining to the development of the proposed commercial subdivision. The site development is located at the northeast corner of Lake Cook Road and Lexington Drive in the Village of Buffalo Grove, Illinois.

PROJECT DESCRIPTION

The site development is located on a 7.6 Acre parcel northeast corner of Lake Cook Road and Lexington Drive in the Village of Buffalo Grove, Illinois. The stormwater management plan is subject to review under the Lake County Watershed Development Ordinance (WDO) by the Village of Buffalo Grove. This summary intends to propose stormwater methodology and receive a degree of concurrence with the Village of Buffalo Grove that the project is in-line with the requirements set forth in the WDO. This report is also used to demonstrate that the development, as proposed in the final document, will provide the necessary components to meet or exceed the requirements of the Lake County WDO under the review of the Village of Buffalo Grove.

The proposed improvements will disturb only 6.2 Acres of the 7.6-Acre property. The northern 1.4 Acres of the site is an existing stormwater detention basin which will remain undisturbed. The development will consist of a fueling center with convenience store and quick-service restaurant, a car-wash, and two future outlots that shall be mass graded during phase 1 of the development. The overall site development plan has been designed so that there is a net reduction in impervious area (including future development of out-lots). Based on this criteria, stormwater detention shall be exempt per Article 3, Section 300.06 of the Lake County Watershed Development Ordinance (WDO).

PRE-DEVELOPMENT CONDITIONS

The entire site is generally comprised of one (1) large drainage area. This large existing drainage area is tributary to the existing on-site detention basin located on the north site of the side. The existing detention basin is a regional basin which has a total tributary area of approximately 25 Acres. Per the archived stormwater report provided by the Village of Buffalo Grove, the existing regional detention basin located on-site has the following characteristics:

- Constructed in 1980
- Tributary Area of 25 Acres
- 4.63 Acre-Feet of Detention Volume Provided
- 10" and 4" restrictor outlet

None of these characteristics regarding the basin will change as a part of this proposed development. The basin and outfall pipes will remain undisturbed.

The existing conditions of the on-site development is a large office building and parking facilities, which consists of predominantly impervious area (5.04 Acres Impervious - Refer to Existing Impervious Area Exhibit).

WETLAND

The U.S. Fish and Wildlife Service National Wetland Inventory was investigated in connection with the proposed development plan. Per this analysis, there were not any wetlands identified within the existing property.

FLOODPLAIN

The Federal Emergency Management Agency (FEMA) specifies that there are not any existing Zone AE Floodplains located within the subject improvements. Please refer to the provided Flood Insurance Rate (FIRM) for additional clarification.

PROPOSED CONDITIONS

The proposed conditions of the site will maintain all drainage patterns. The overall site development plan has been designed so that there is a net reduction in impervious area. Based on this criteria, stormwater detention shall be exempt per Article 3, Section 300.06 of the Lake County Watershed Development Ordinance (WDO).

However, the proposed development is required to provide Runoff Volume Reduction (RVR) in accordance with Article 5, Section 503 of the WDO. Therefore, RVR measures described in the WDO have been incorporated into the preliminary engineering plan which bring the development in conformance with RVR requirements as described below:

- **Preservation and enhancement of stormwater management benefits**
 - Existing Stormwater Basin and outfall structures shall be maintained
 - Existing features shall be protected by appropriate SESC measures
- **Minimization of Impervious Surfaces**
 - Existing Conditions = 5.04 Acres Impervious
 - Proposed Conditions = 4.94 Acres Impervious
 - Note: Future Outlot Development Areas assumed to be 90% impervious
 - Total Impervious Area Reduction = 0.10 Acres
- **Stormwater Quality Enhancement**
 - Installation of manufactured BMP for Stormwater Quality
 - Contech VortSentry or approved equal for capture of Hydrocarbons from incidental spills in fueling canopy area
 - TSS removal provided for stormwater

The storm sewer has been designed to convey the 10-year flow within the crown of the pipe and the 100-year storm within the Rim of the storm structures. Sewer conveys flow to the north for storage in the regional stormwater basin.

The storm sewer was modeled via Bently StormCAD to ensure compliance with the above criteria. In the case of a flooding event or sewer failure, there is a designated emergency overflow route to convey stormwater overland to the basin, while maintaining freeboard requirements.

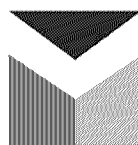
It should be noted that Lot 3 is anticipated to utilize portions of the proposed Storm Sewer, and was therefore included in the model with an assumption of 90% impervious. Because Lot 4 is to the north (downstream) and has direct access to the regional stormwater basin, it has been excluded from Storm Sewer calculations. The portion of Lexington Drive which is routed by existing storm sewer onto the site has been accounted for an included in the model.

Please refer to the Storm Sewer Catchment Area Exhibit and the StormCAD results for more information

SUMMARY

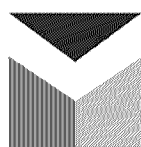
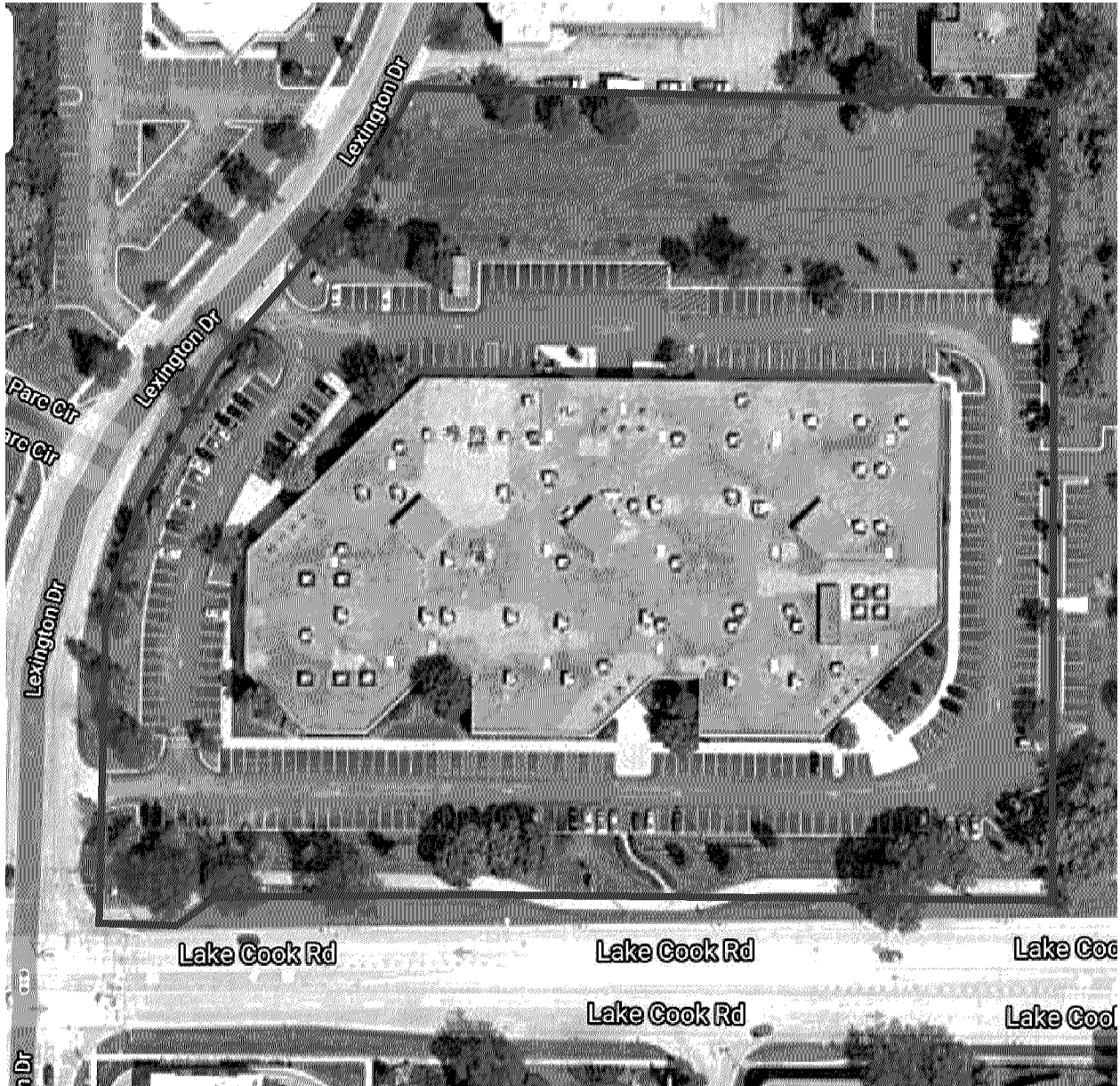
- No Stormwater Detention is required per the Lake County WDO (exempt per Article 3, Section 300.06)
- Runoff Volume Reduction (RVR) is required per the Lake County WDO, and all RVR requirements are met
- The site development meets the stormwater management requirements of the Lake County WDO and the Village of Buffalo Grove
- Storm Sewer has been designed to convey the 10 year within the pipe and 100 year within the rim
- Emergency overflow routing has been provided through the site to the basin while maintaining freeboard requirements

LOCATION MAP



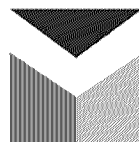
Manhard
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AREIAL IMAGRY (PRESENT DAY)



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AREIAL IMAGRY (HISTORICAL IMAGERY – EARLIEST AVAILABLE)



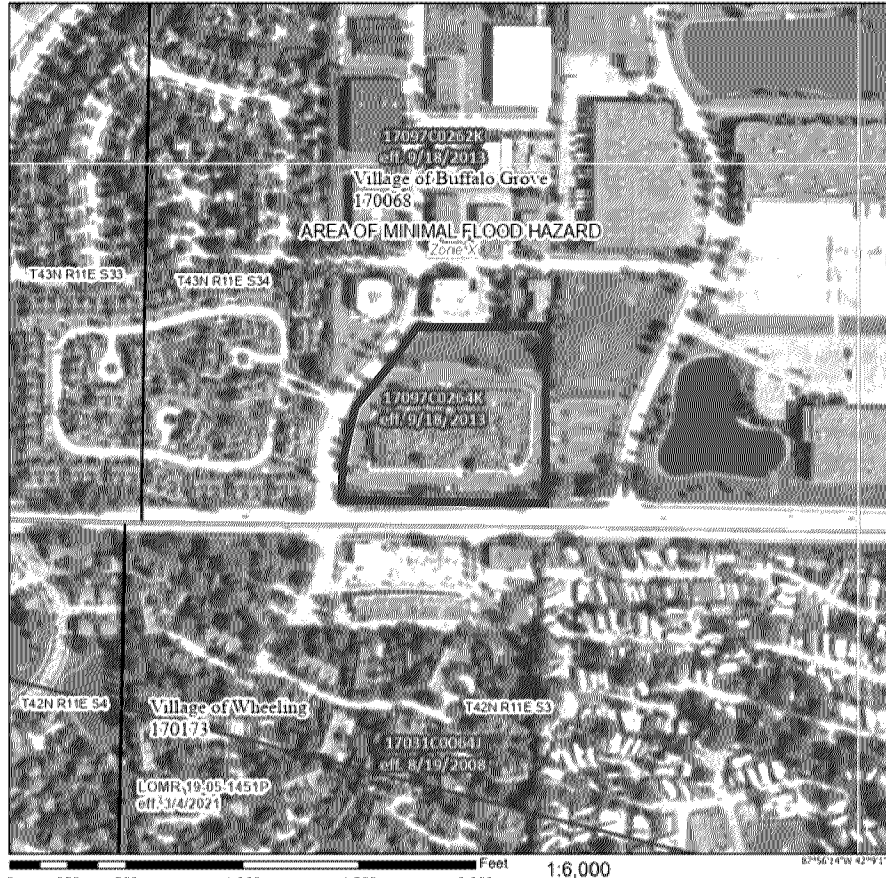
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FEMA FLOOD INSURANCE RATE MAP (FIRM)

National Flood Hazard Layer FIRMette



87°56'51"W 42°19'28"N



Legend

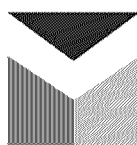
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) <i>Zone A, X, AE, AH</i>
	With BFE or Depth <i>Zone AE, RD, AH, VE, AR</i>
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone A</i>
	Future Conditions 1% Annual Chance Flood Hazard <i>Zone A</i>
	Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone A</i>
OTHER AREAS	Area with Flood Risk due to Levee <i>Zone B</i>
	NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
	Effective LOMRs
GENERAL STRUCTURES	Area of Undetermined Flood Hazard <i>Zone I</i>
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
MAP PANELS	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
	Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

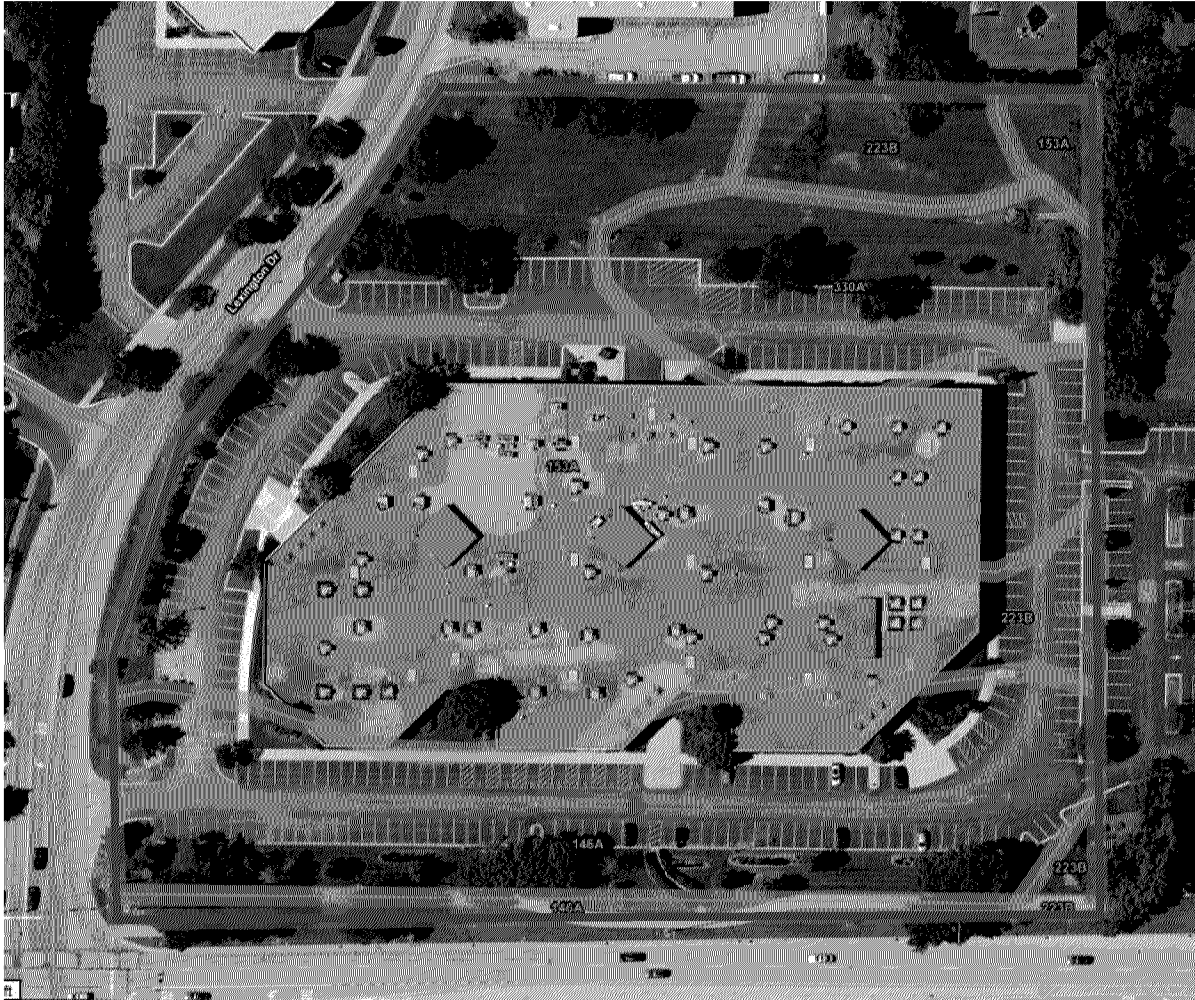
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/14/2023 at 11:46 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

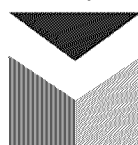


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NRCS WEB SOIL SURVEY



				Lake County, Illinois (IL097)				
				Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
Lake County, Illinois (IL097)				146A	Elliott silt loam, 0 to 2 percent slopes	2.0	25.0%	
Cook County, Illinois (IL031)								
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	153A	Pella silty clay loam, 0 to 2 percent slopes	4.3	54.1%	
146A	Elliott silt loam, 0 to 2 percent slopes	0.2	2.1%	223B	Varna silt loam, 2 to 4 percent slopes	0.6	7.4%	
223B	Varna silt loam, 2 to 4 percent slopes	0.0	0.1%	330A	Peotone silty clay loam, 0 to 2 percent slopes	0.9	11.4%	
Subtotals for Soil Survey Area		0.2	2.1%	Subtotals for Soil Survey Area		7.7	97.9%	



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NATIONAL WETLAND INVENTORY



Wetlands



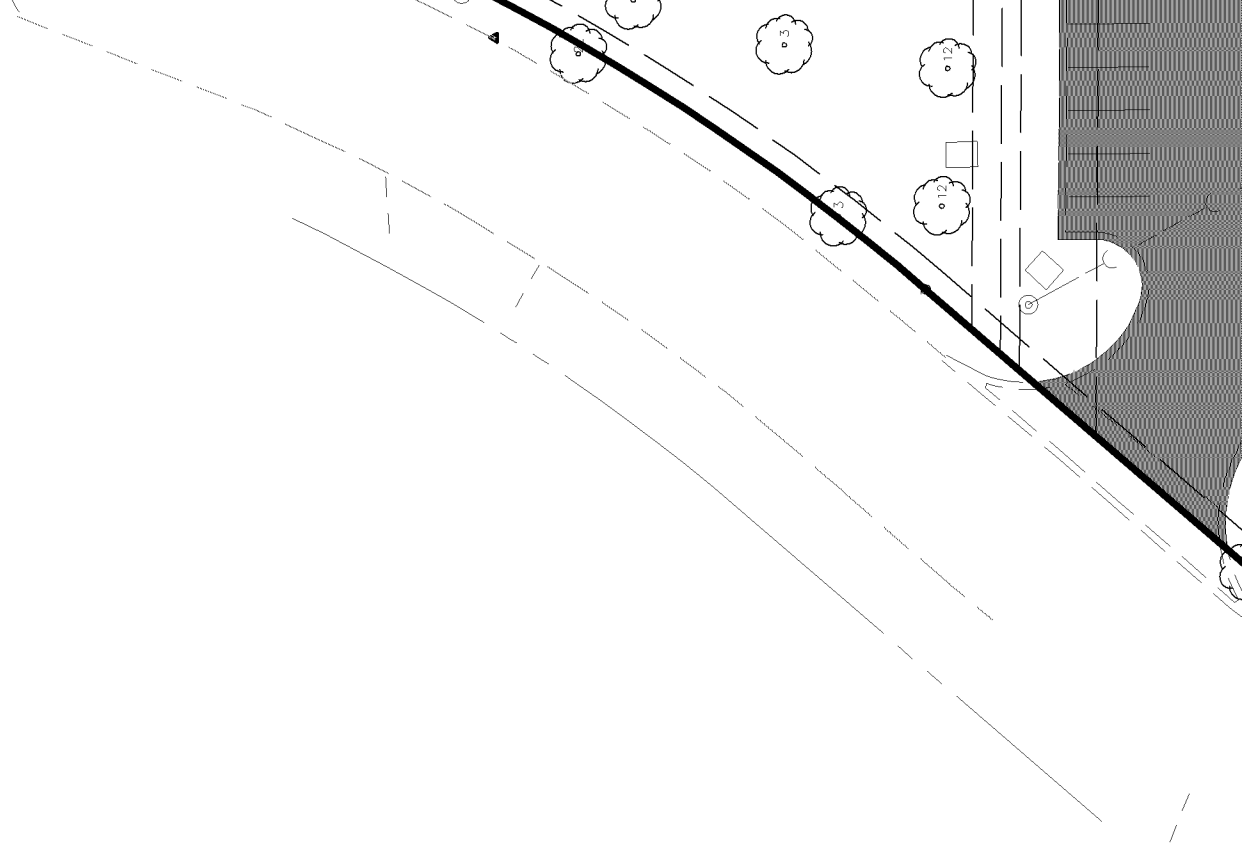
April 14, 2021

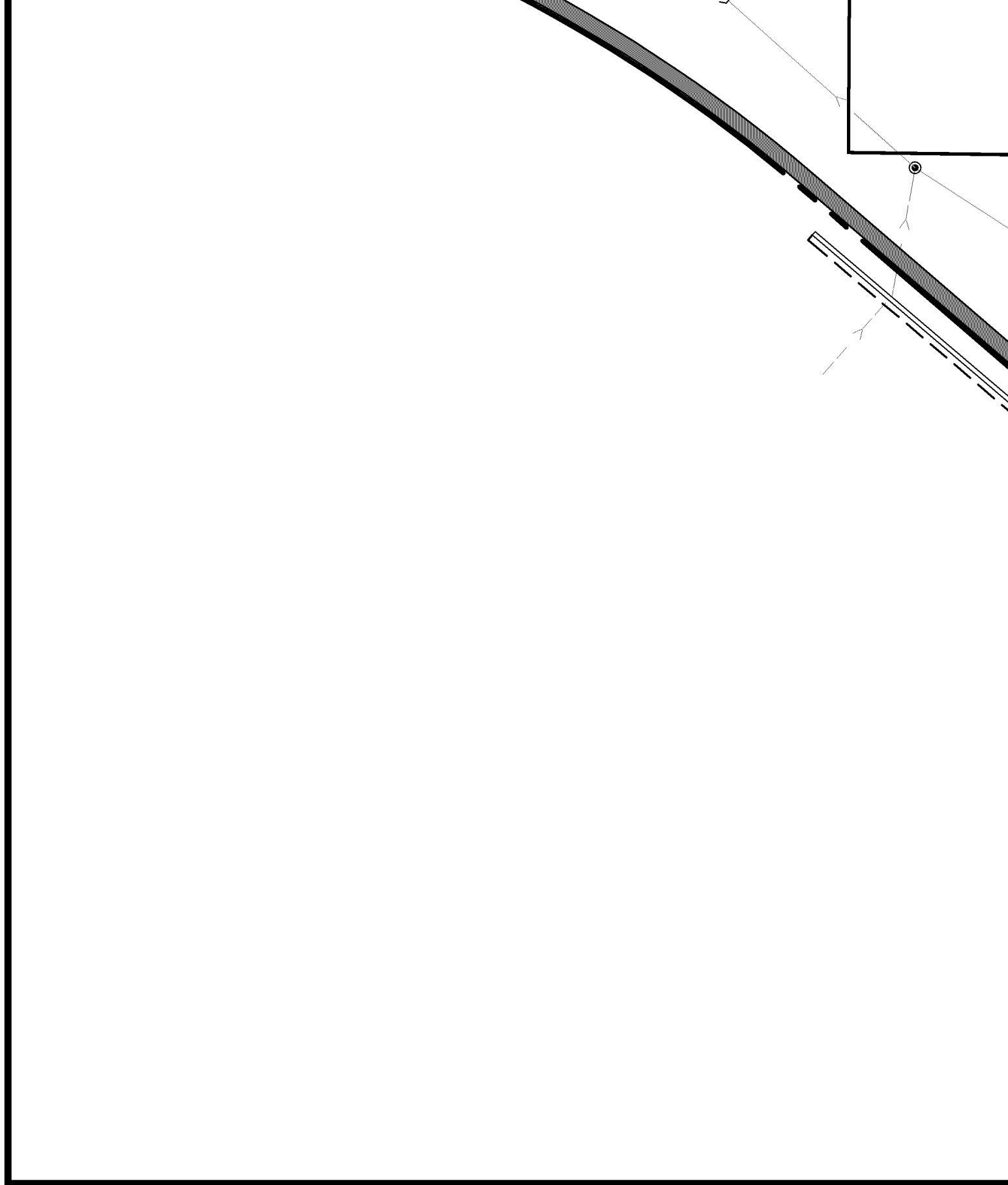
Wetlands

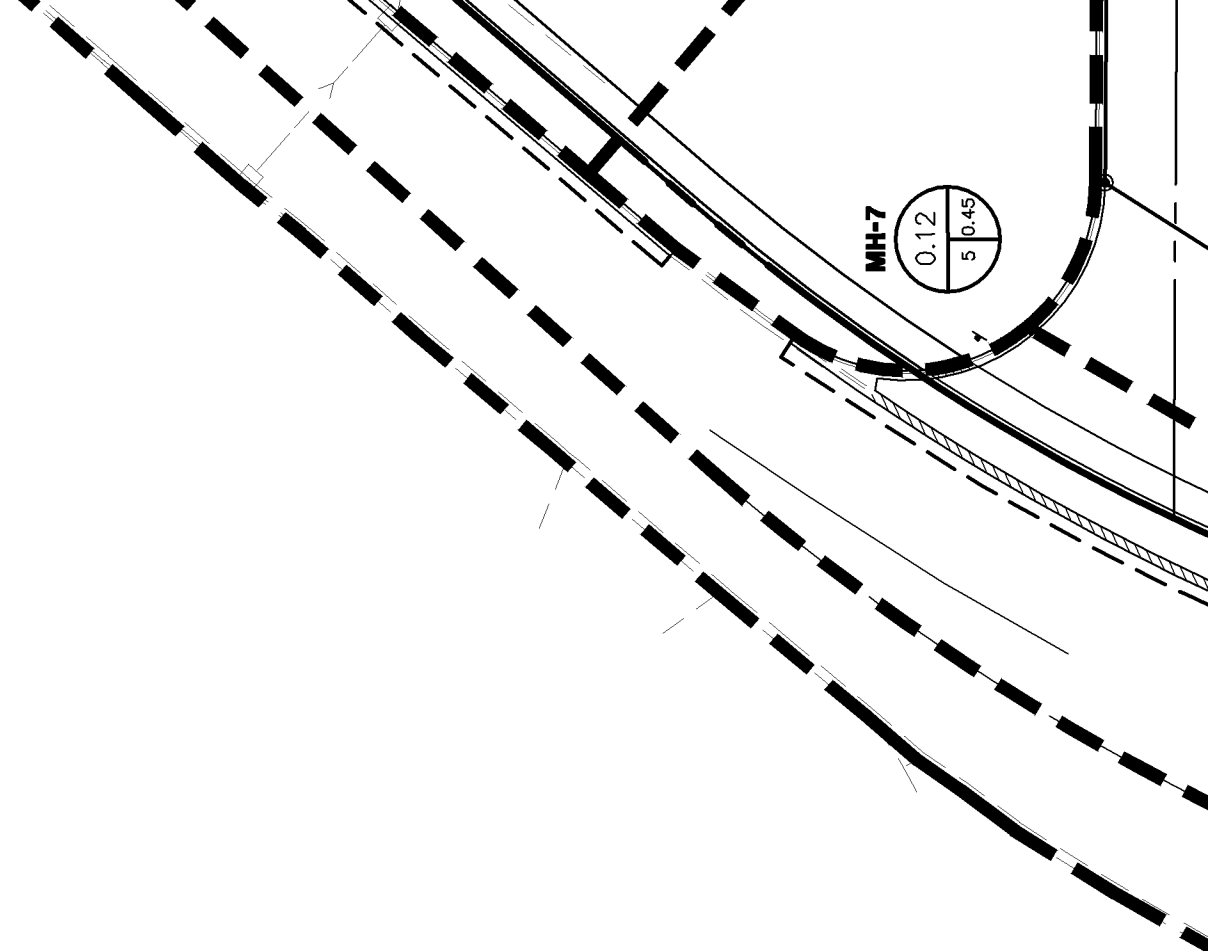
	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine



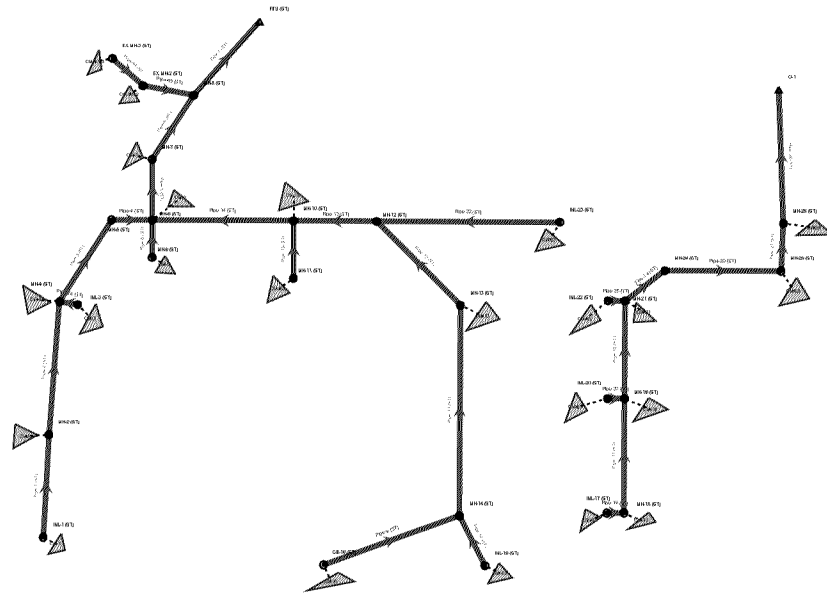
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Scenario: Base



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Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses,

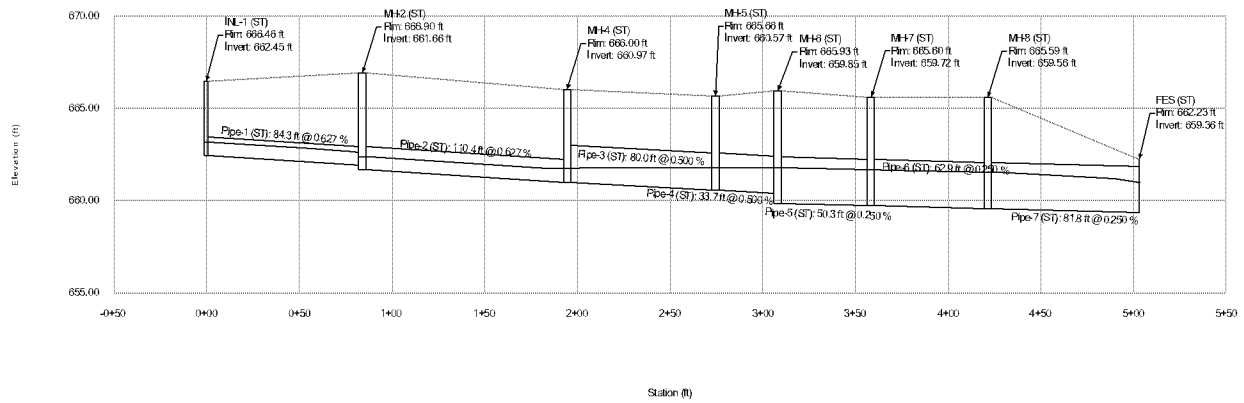
(10 YEAR STORM)

Catchment Table 10-Year

Label	Area (User Defined) (acres)	Runoff Coefficient (Rational)	Time of		Flow (Total Out) (cfs)
			Concentration		
CM-26	0.09		0.9	5	0.61
CM-25	0.45		0.85	5	2.87
CM-21	0.06		0.45	5	0.2
CM-22	0.1		0.77	5	0.58
CM-20	0.25		0.79	5	1.48
CM-19	0.06		0.45	5	0.2
CM-18	0.52		0.82	5	3.2
CM-17	0.16		0.7	5	0.84
CM-15	0.28		0.84	5	1.76
CM-16	0.59		0.86	5	3.81
CM-13	0.26		0.83	5	1.62
CM-23	0.17		0.87	5	1.11
CM-10	0.16		0.79	5	0.95
CM-22	0.22		0.9	5	1.48
CM-9	0.26		0.87	5	1.7
CM-6	0.11		0.86	5	0.71
CM-3	0.12		0.9	5	0.81
CM-4	0.21		0.45	5	0.71
CM-2	0.12		0.83	5	0.75
CM-1	0.42		0.77	5	2.43
CM-7	0.12		0.45	5	0.4
CM-EX-3	0.28		0.9	5	1.89
CM-EX-2	0.4		0.89	5	2.67

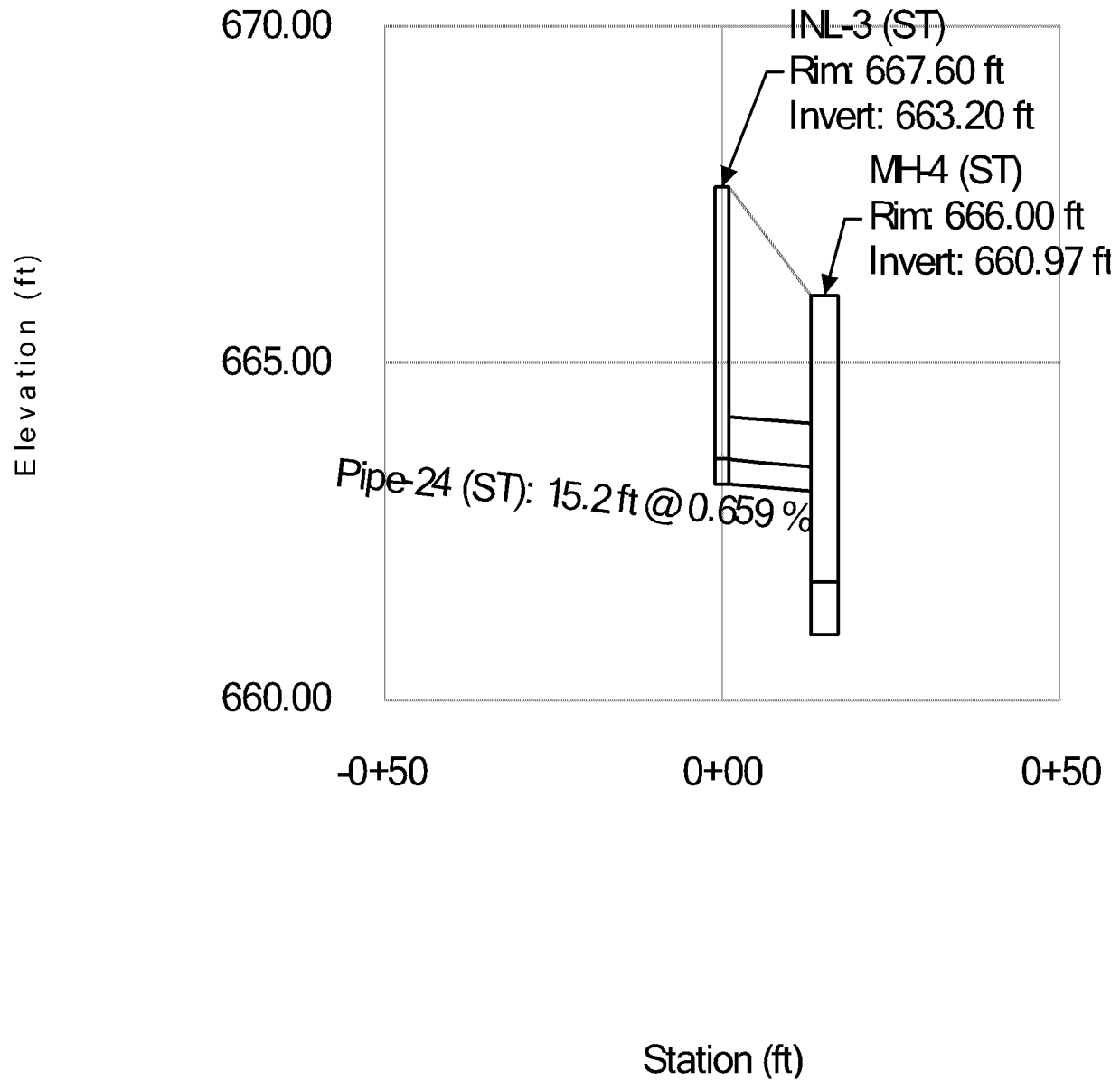
Profile Report

Engineering Profile - INL-1 - FES-1 (HPIBGIL01_Revised.stsw)



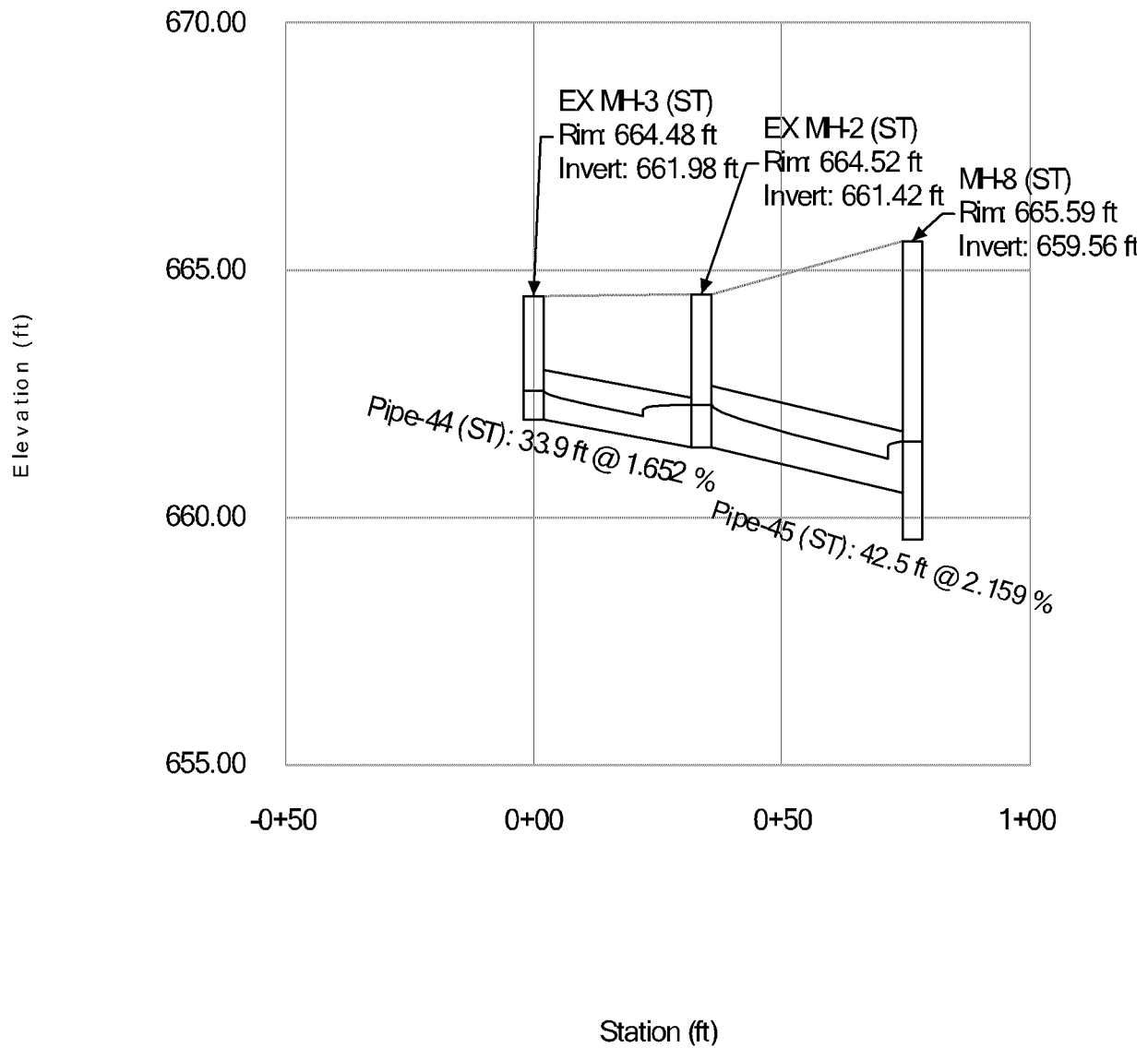
(10 YEAR STORM)

Profile Report
Engineering Profile - INL-3 - MH-4 (HPIBGIL01_Revised.stsw)

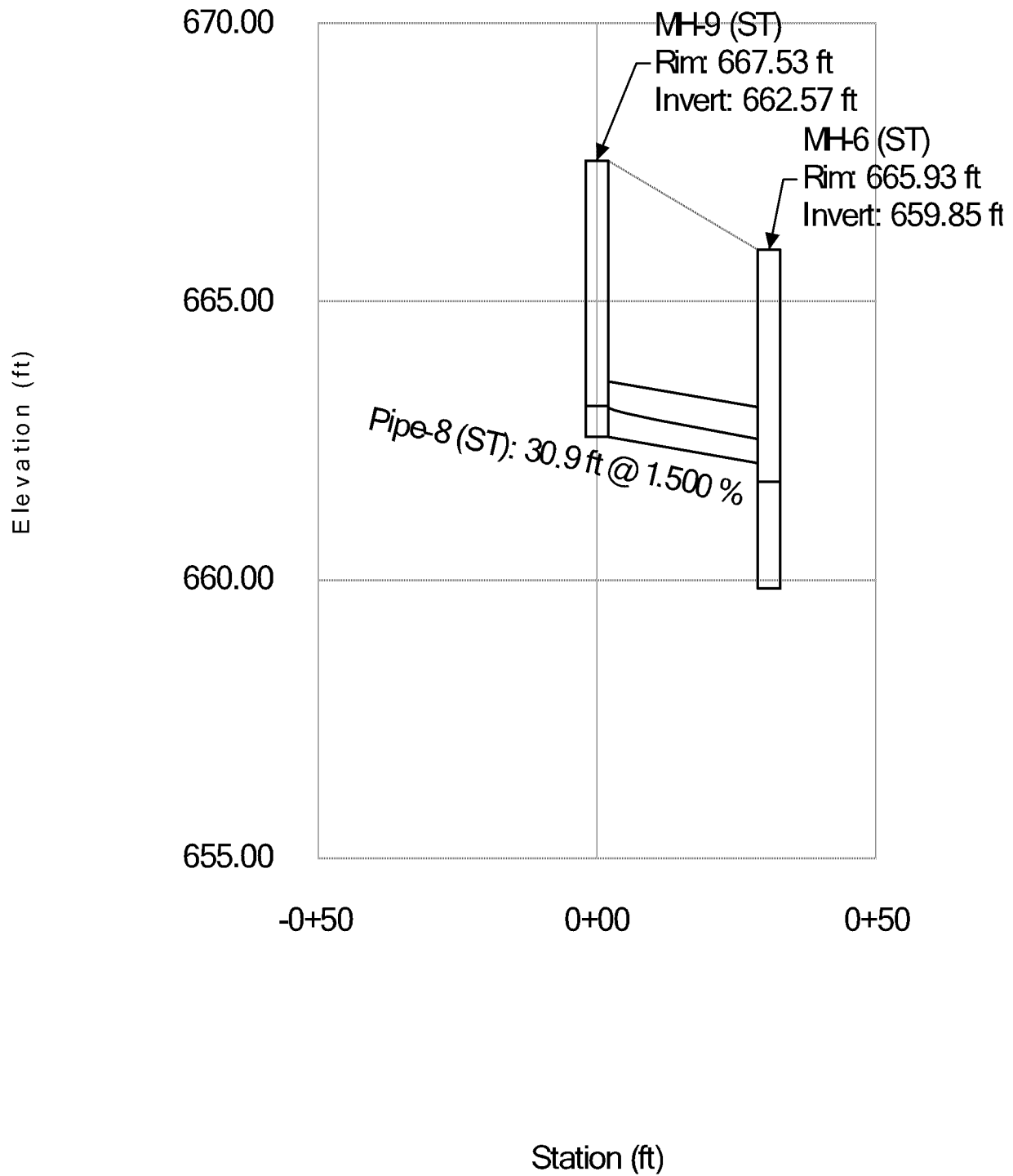


Profile Report

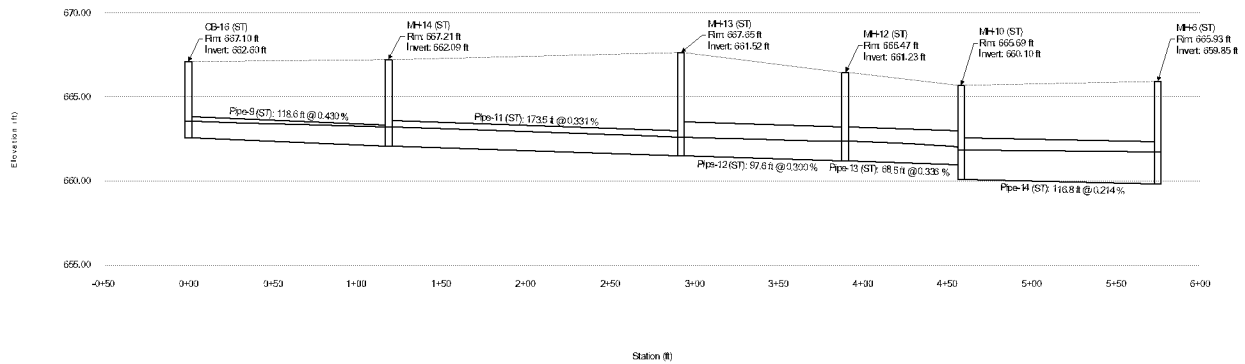
Engineering Profile - EX MH-3 - MH-8 (HPIBGIL01_Revised.stsw)



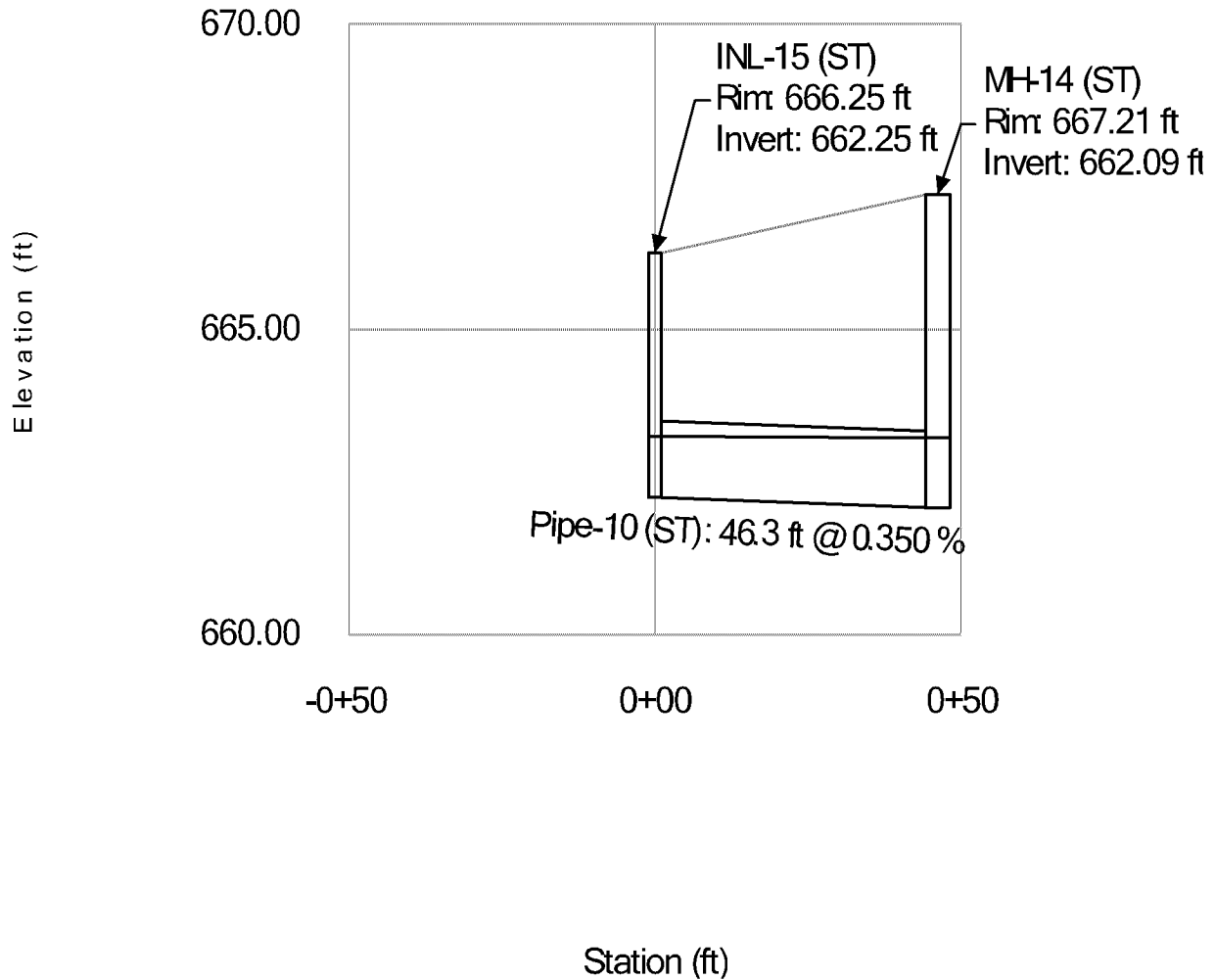
Profile Report
Engineering Profile - MH-9 - MH-6 (HPIBGIL01_Revised.stsw)



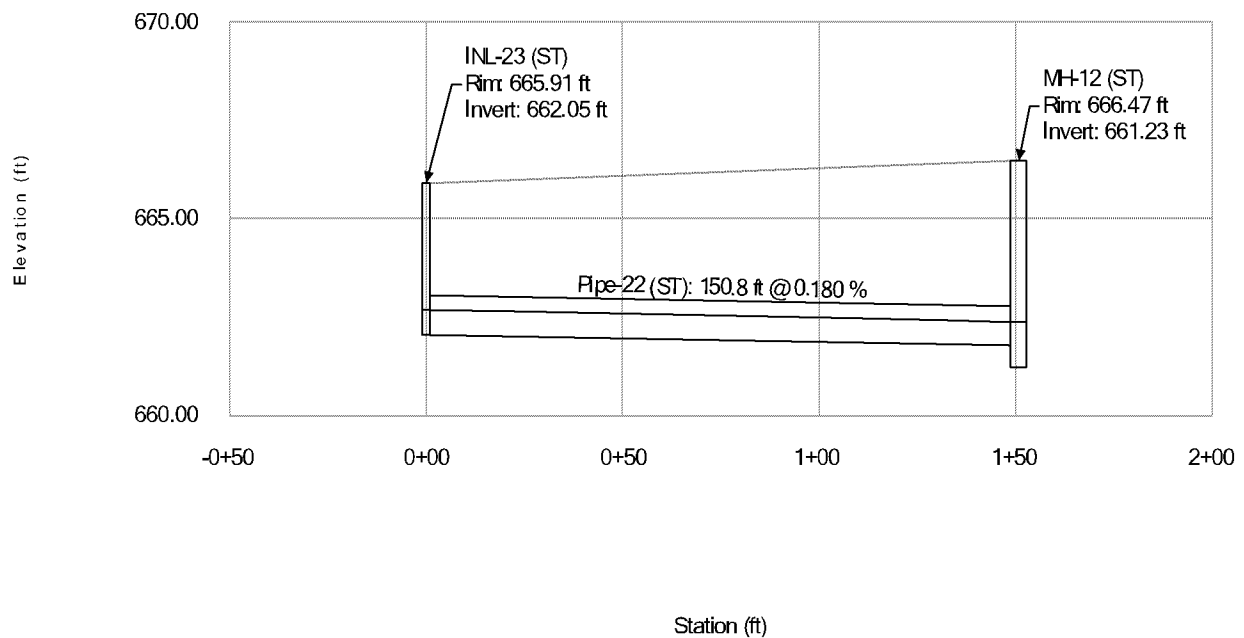
Profile Report **Engineering Profile - CB-16 - MH-6 (HPIBGIL01_Revised.stsw)**



Profile Report **Engineering Profile - INL-15 - MH-14 (HPIBGIL01_Revised.stsw)**

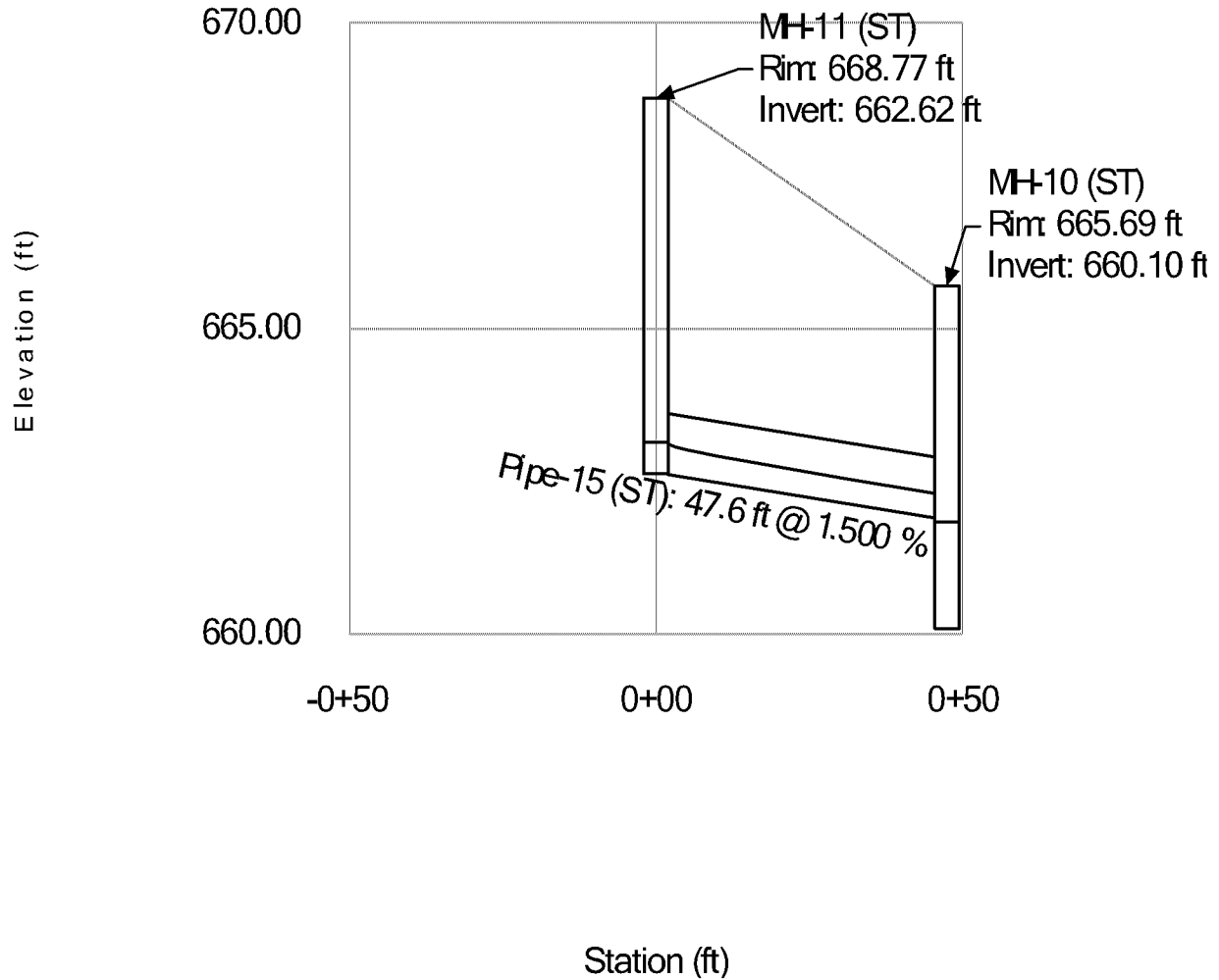


Profile Report
Engineering Profile - INL-23 - MH-12 (HPIBGIL01_Revised.stsw)



Profile Report

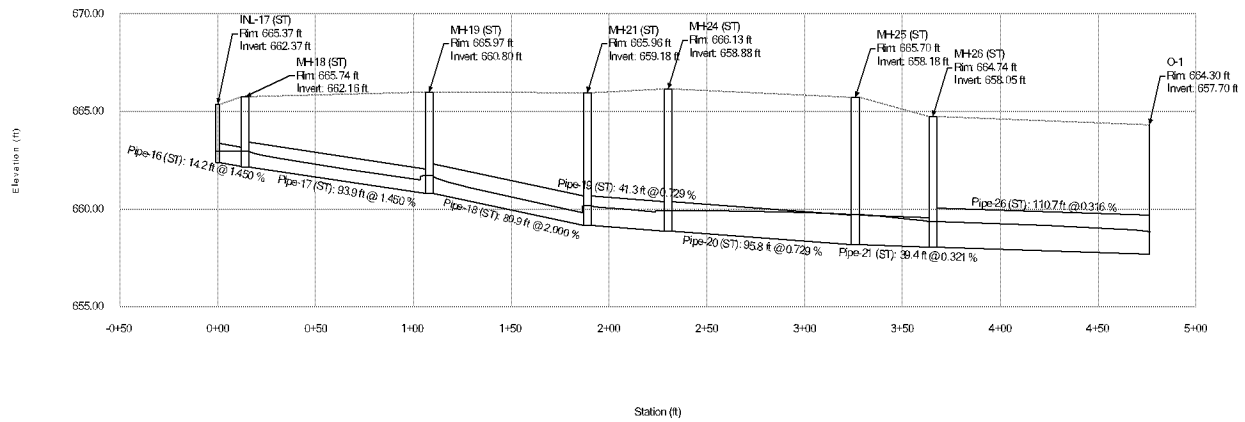
Engineering Profile - MH-11 - MH-10 (HPIBGIL01_Revised.stsw)



(10 YEAR STORM)

Profile Report

Engineering Profile - INL-17 - EX MH-1 (HPIBGIL01_Revised.stsw)



HPIBGIL01_Revised.stsw
7/6/2021

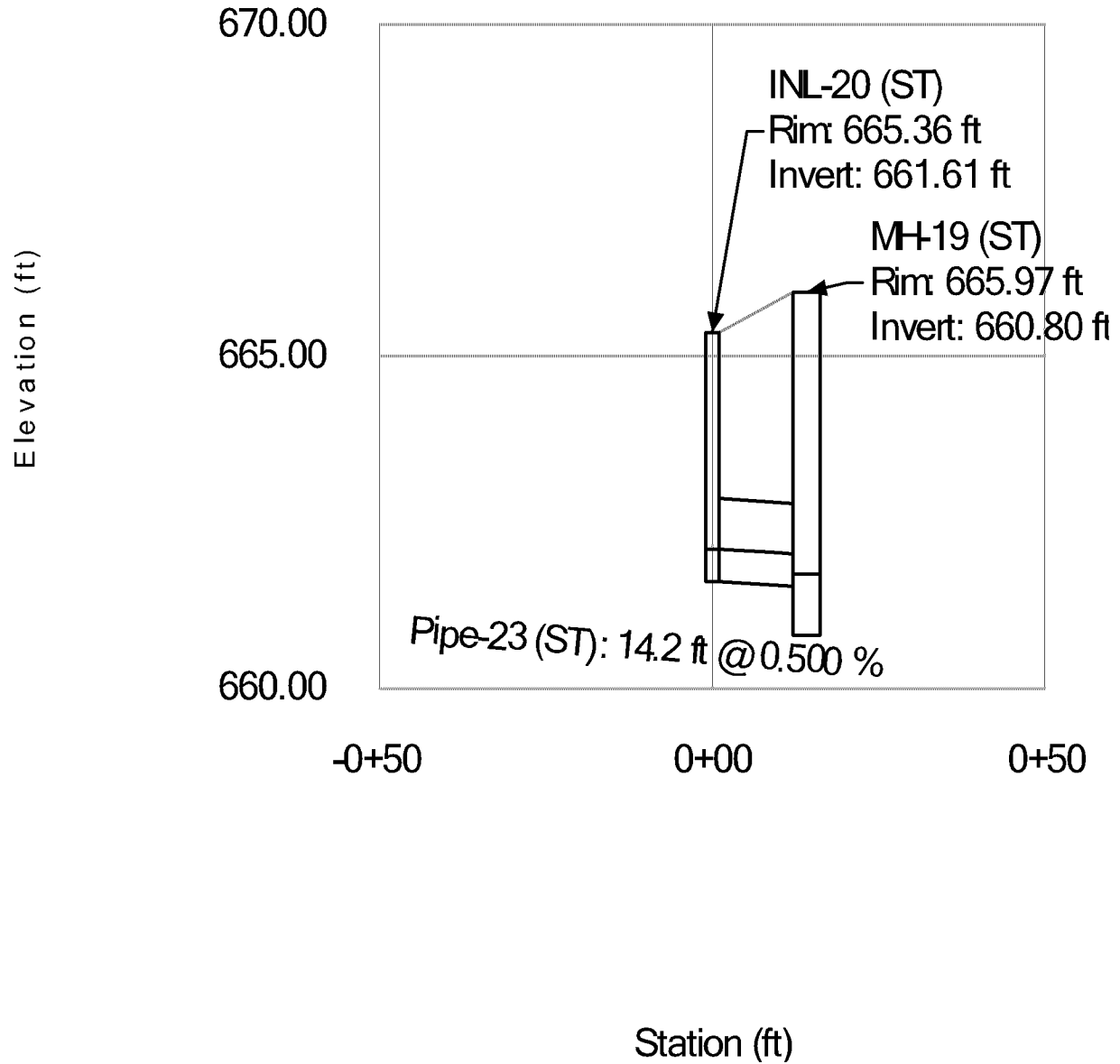
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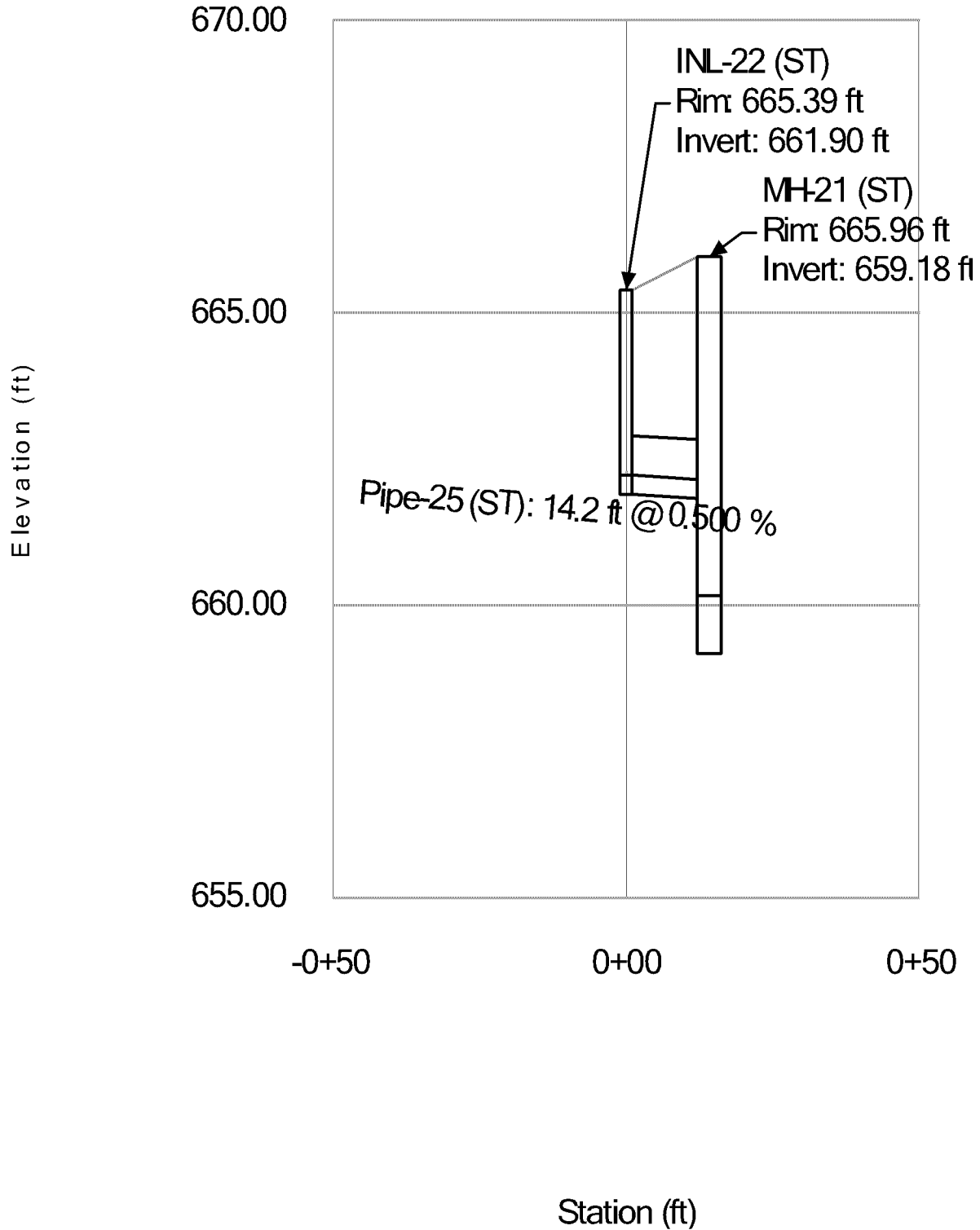
Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

(10 YEAR STORM)

Profile Report
Engineering Profile - INL-20 - MH-19 (HPIBGIL01_Revised.stsw)



Profile Report
Engineering Profile - INL-22 - MH-21 (HPIBGIL01_Revised.stsw)



Conduit Table 100-Year																			System CA
Start Node	Invert (Start) (ft)	Hydraulic Grade Line (ft) (ft)	Stop Node	Invert (Stop) (ft)	Hydraulic Grade line (ft) (ft)	Diameter (in)	Length (Scaled) (ft)	Slope (Calculated) (%)	Capacity (Full) Flow (cfs)	Flow / Capacity (Design) (%)	Velocity (ft/s)	Manning's n	Upstream Inlet Area (acres)	Upstream Inlet Tc (min)	System Intensity (in/hr)	System Drainage Area (ft²)	System CA (acres)		
MH-11 (ST)	662.62	663.29	MH-10 (ST)	661.9	663.13	12	47.6	1.5	2.47	4.36	56.5	0.01	5	0.22	0.9	12.36	9,583.30	0.198	
MH-14 (ST)	662.09	661.52	665.05 MH-13 (ST)	661.52	663.7	18	173.5	0.331	9.25	62.94	153.1	0.01	0	(N/A)	(N/A)	12.36	37,897.70	0.749	
MH-13 (ST)	661.52	661.23	663.7 MH-12 (ST)	661.23	663.43	24	97.6	0.3	11.94	12.39	96.4	0.01	5	0.26	0.83	12.36	49,272.80	0.958	
MH-3 (ST)	663.3	663.1	663.69 MH-1 (ST)	663.1	663.58	12	35.2	0.659	1.35	2.89	46.5	0.01	5	0.12	0.9	12.36	5,177.70	0.108	
MH-9 (ST)	662.57	662.1	663.28 MH-6 (ST)	662.1	662.96	12	30.9	0.45	2.82	4.36	64.6	0.01	5	0.26	0.87	12.36	11,325.60	0.222	
CB-16 (ST)	662.16	662.09	666.18 MH-14 (ST)	662.09	665.05	15	118.6	0.43	6.32	42.3	149.3	0.01	5	0.35	0.86	12.36	25,700.40	0.507	
MH-25 (ST)	662.25	662.09	665.14 MH-14 (ST)	662.09	665.05	15	40.3	0.35	2.93	3.82	76.7	0.01	5	0.28	0.94	12.36	12,196.80	0.323	
MH-15 (ST)	662.45	661.92	664.9 MH-12 (ST)	661.92	663.83	12	64.3	0.627	4.03	2.82	142.9	0.01	5	0.42	0.777	12.36	18,295.20	0.395	
MH-2 (ST)	661.66	660.97	664.9 MH-12 (ST)	660.97	663.09	15	110.3	0.627	5.27	5.11	103.1	0.01	5	0.12	0.83	12.36	23,522.40	0.406	
MH-12 (ST)	661.23	661.08	663.83 MH-14 (ST)	661.08	663.09	24	68.5	0.336	13.78	13.11	105.2	0.01	0	(N/A)	(N/A)	12.36	56,628.00	1.106	
MH-21 (ST)	662.05	661.78	663.83 MH-12 (ST)	661.78	663.43	12	150.8	0.18	1.84	1.51	122.1	0.01	5	0.17	0.87	12.36	7,405.20	0.148	
MH-21 (ST)	659.18	658.88	662.29 MH-24 (ST)	659.18	661.85	18	658.88	0.729	10.8	8.97	120.4	0.01	5	0.06	0.45	12.36	50,094.00	0.867	
MH-24 (ST)	658.88	658.18	663.83 MH-25 (ST)	658.88	660.84	18	95.8	0.079	10.8	8.97	120.4	0.01	0	(N/A)	(N/A)	12.36	50,094.00	0.867	
MH-4 (ST)	660.97	660.57	663.09 MH-5 (ST)	660.57	663	24	80	0.5	7.79	16	88.2	0.01	5	0.21	0.45	12.36	37,897.20	0.626	
MH-18 (ST)	662.16	660.8	663.96 MH-19 (ST)	660.8	662.95	15	93.9	1.45	6.71	7.78	86.2	0.01	5	0.52	0.82	12.36	29,620.80	0.538	
MH-19 (ST)	660.8	659.18	662.95 MH-21 (ST)	659.18	662.29	18	80.9	2	9.5	14.85	64	0.01	5	0.06	0.45	12.36	43,124.40	0.763	
MH-20 (ST)	661.54	661.54	662.95 MH-21 (ST)	661.54	662.95	15	14.2	0.5	2.46	4.57	53.9	0.01	5	0.25	0.79	12.36	10,890.00	0.198	
MH-22 (ST)	661.9	662.33	MH-21 (ST)	661.9	662.29	18	14.2	0.5	2.46	2.52	53.9	0.01	5	0.25	0.79	12.36	10,890.00	0.198	
MH-5 (ST)	660.57	660.4	663 MH-6 (ST)	660.4	662.96	24	33.7	0.5	7.79	16	88.2	0.01	5	0.1	0.77	12.36	4,356.00	0.077	
MH-6 (ST)	659.85	659.73	662.95 MH-7 (ST)	659.73	662.69	30	50.3	0.25	29.61	20.51	46.7	0.01	0	(N/A)	(N/A)	12.36	37,897.20	0.626	
MH-10 (ST)	660.1	663.18	MH-16 (ST)	659.85	662.96	30	116.8	0.214	17.82	18.98	93.9	0.01	5	0.11	0.86	12.36	127,195.20	2.377	
MH-17 (ST)	662.37	662.17	663.98 MH-18 (ST)	662.17	663.96	12	14.2	1.45	1.84	1.82	32.5	0.01	5	0.16	0.79	12.36	73,180.80	1.431	
MH-25 (ST)	658.18	660.84	MH-26 (ST)	658.05	659.97	18	39.4	0.321	15.57	5.95	261.5	0.01	5	0.45	0.85	12.36	69,696.00	1.249	
MH-7 (ST)	659.72	662.69	MH-8 (ST)	659.72	662.35	30	59.29	0.25	30.29	62.3	147.7	0.01	5	0.12	0.45	12.36	132,432.40	2.431	
MH-8 (ST)	659.56	662.35	FES (ST)	659.56	661.44	30	81.8	0.25	37.86	20.51	184.6	0.01	0	(N/A)	(N/A)	12.36	162,043.20	3.039	
EX MH-2 (ST)	661.42	660.5	EX MH-8 (ST)	660.5	662.35	15	42.5	2.159	7.57	9.49	79.8	0.01	5	0.4	0.89	12.36	29,620.80	0.608	
MH-26 (ST)	658.05	659.97	O-1	658.05	662.35	15	110.7	0.316	16.58	12.72	130.3	0.01	5	0.09	0.9	12.36	73,616.40	1.33	
EX MH-3 (ST)	661.98	663.2	EX MH-2 (ST)	661.98	662.93	24	33.9	1.652	3.14	4.58	68.6	0.01	5	0.28	0.9	12.36	12,196.80	0.252	

(100 YEAR STORM)

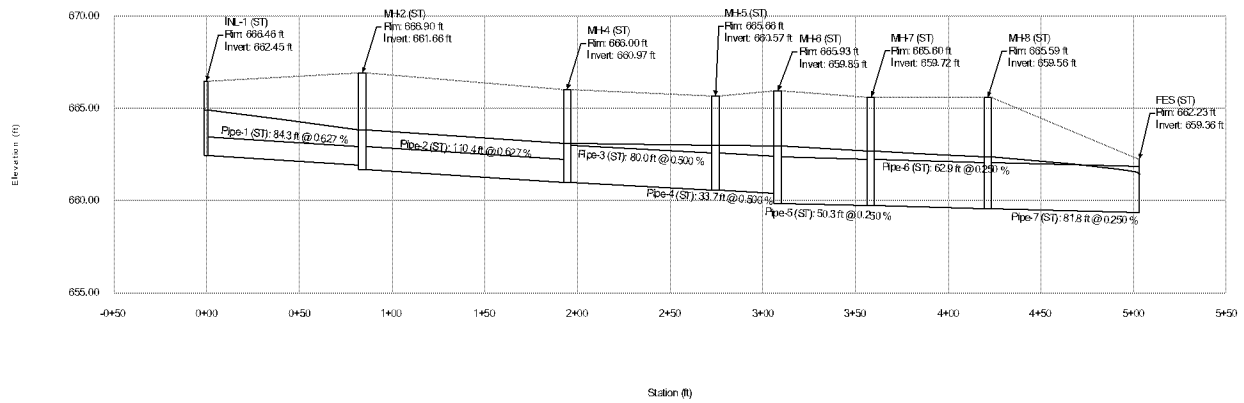
Catchment Table 100-Year

Label	Area (User Defined)	Runoff Coefficient (Rational)	Time of Concentration	Flow (Total Out) (cfs)
CM-26	0.09	0.9	5	1.01
CM-25	0.45	0.85	5	4.77
CM-21	0.06	0.45	5	0.34
CM-22	0.1	0.77	5	0.96
CM-20	0.25	0.79	5	2.46
CM-19	0.06	0.45	5	0.34
CM-18	0.52	0.82	5	5.31
CM-17	0.16	0.7	5	1.4
CM-15	0.28	0.84	5	2.93
CM-16	0.59	0.86	5	6.32
CM-13	0.26	0.83	5	2.69
CM-23	0.17	0.87	5	1.84
CM-10	0.16	0.79	5	1.57
CM-22	0.22	0.9	5	2.47
CM-9	0.26	0.87	5	2.82
CM-6	0.11	0.86	5	1.18
CM-3	0.12	0.9	5	1.35
CM-4	0.21	0.45	5	1.18
CM-2	0.12	0.83	5	1.24
CM-1	0.42	0.77	5	4.03
CM-7	0.12	0.45	5	0.67
CM-EX-3	0.28	0.9	5	3.14
CM-EX-2	0.4	0.89	5	4.44

(100 YEAR STORM)

Profile Report

Engineering Profile - INL-1 - FES-1 (HPIBGIL01_Revised.stsw)



HPIBGIL01_Revised.stsw
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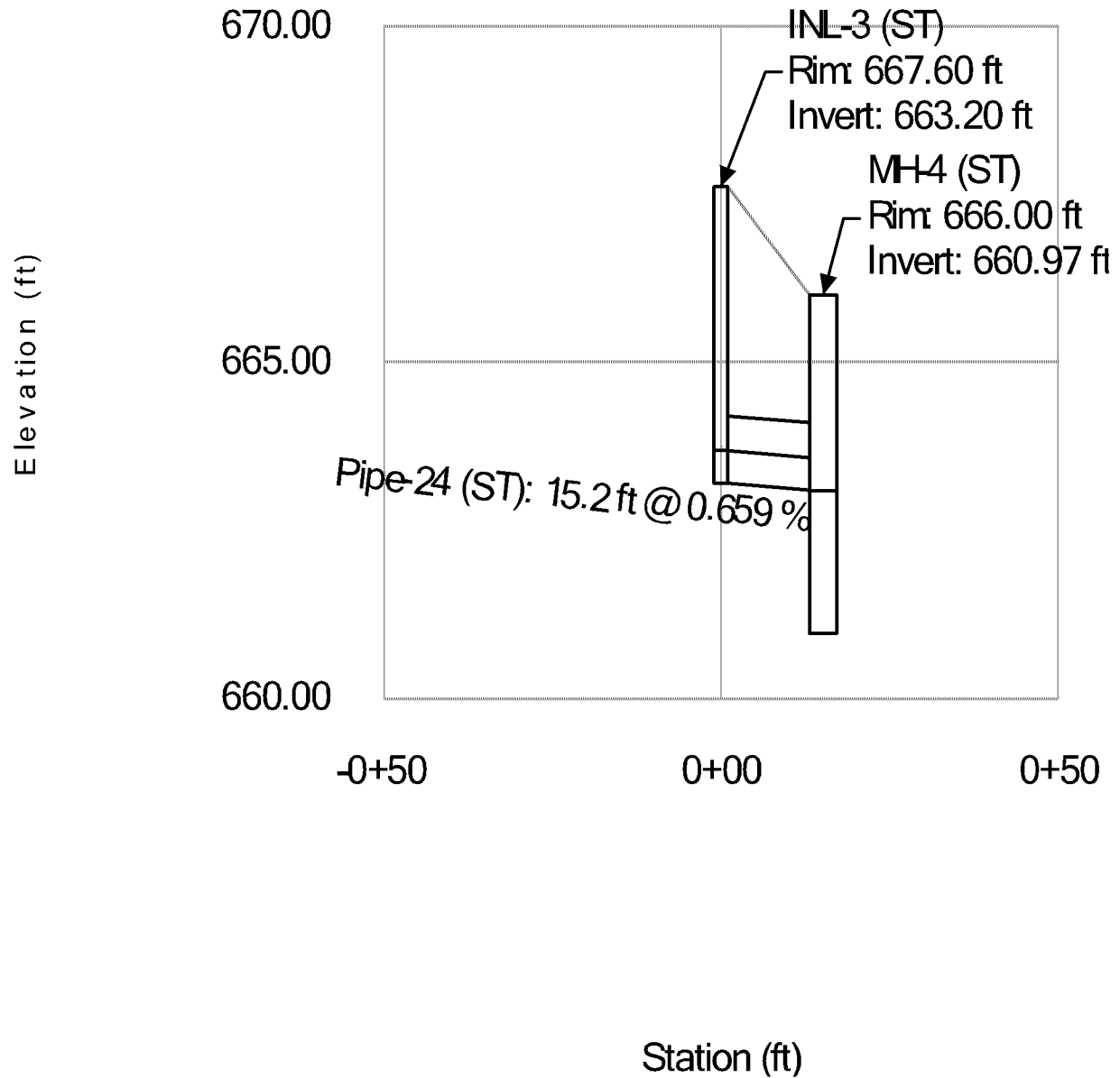
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Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

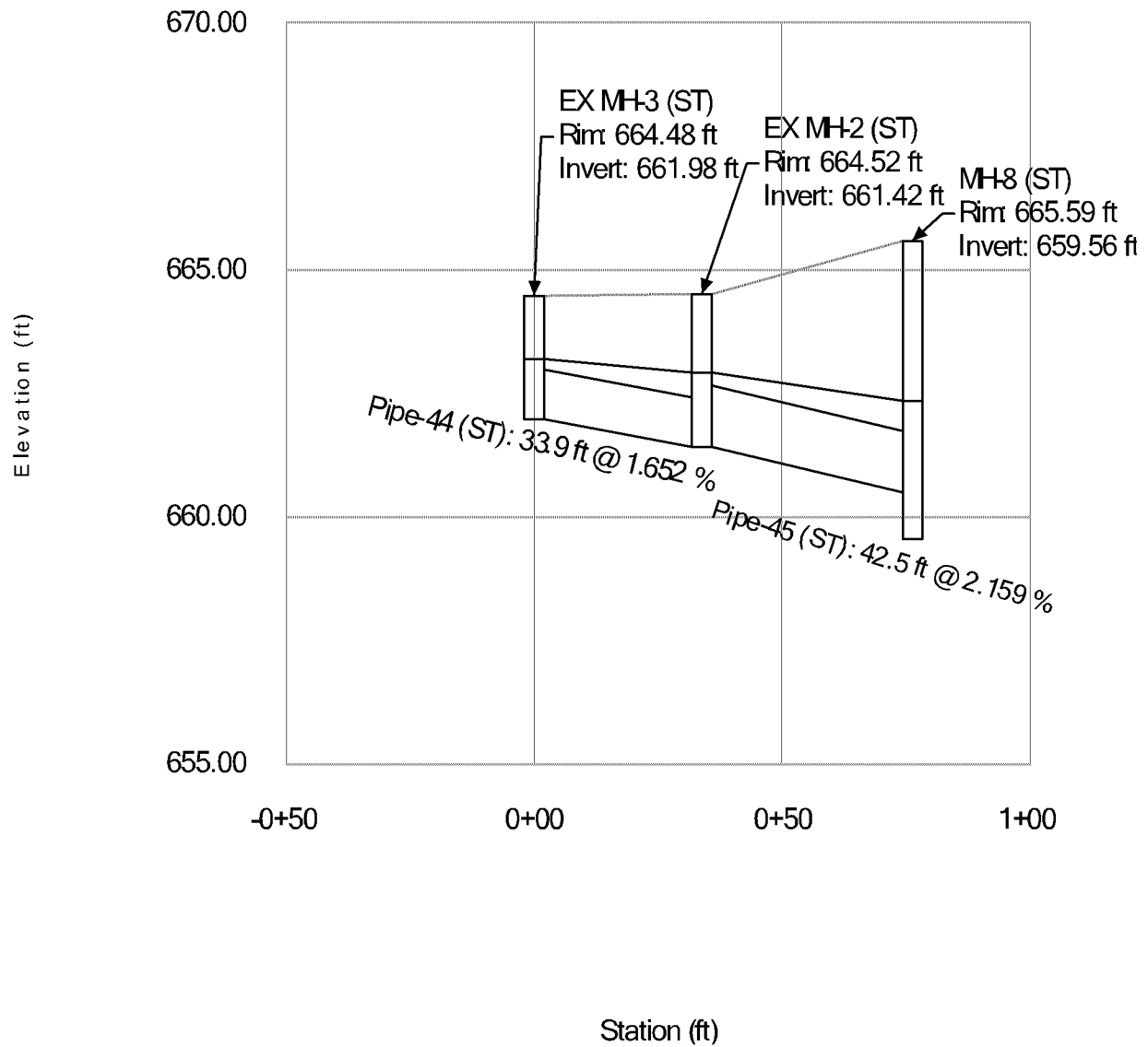
(100 YEAR STORM)

Profile Report
Engineering Profile - INL-3 - MH-4 (HPIBGIL01_Revised.stsw)



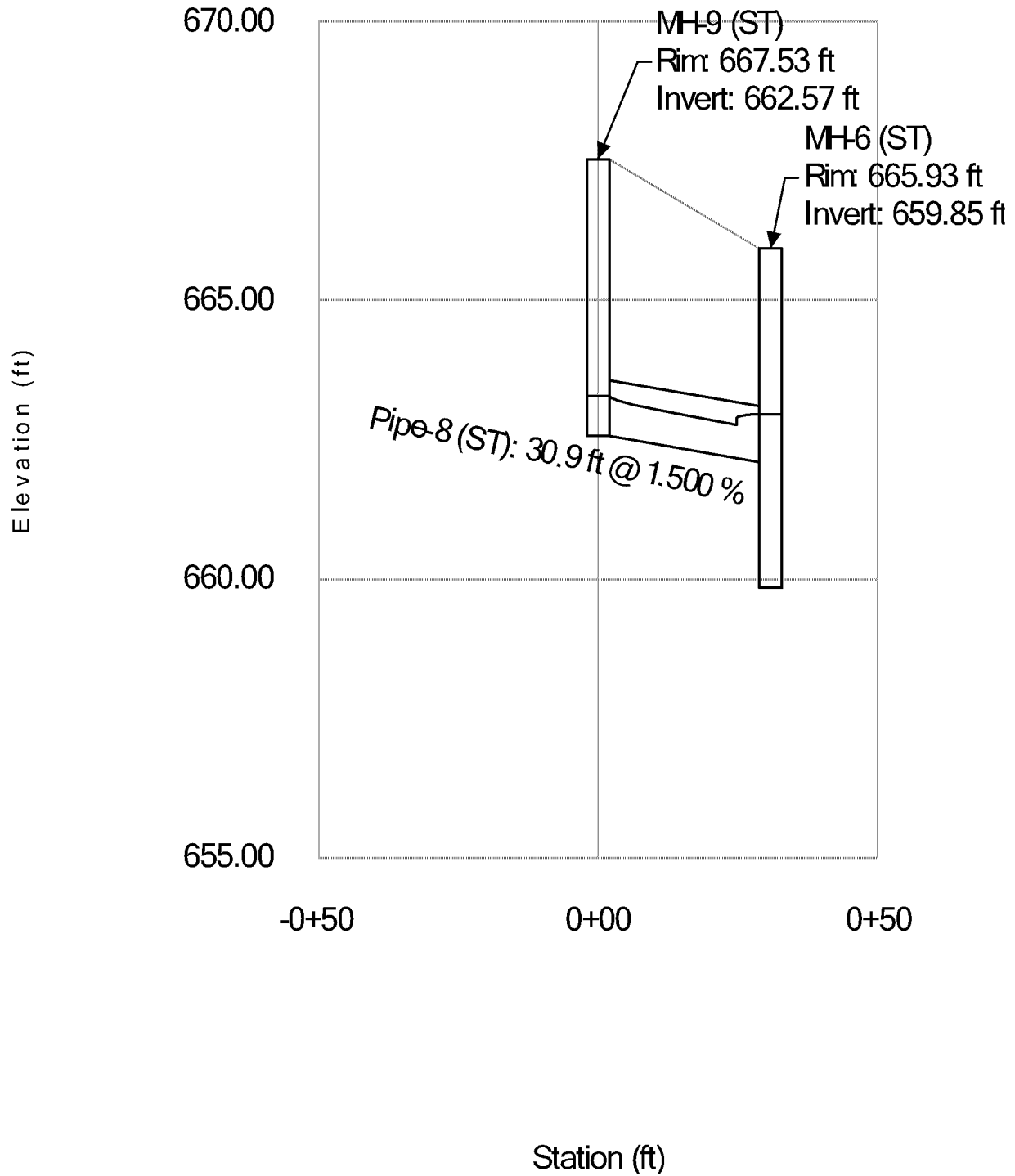
(100 YEAR STORM)

Profile Report **Engineering Profile - EX MH-3 - MH-8 (HPIBGIL01_Revised.stsw)**



(100 YEAR STORM)

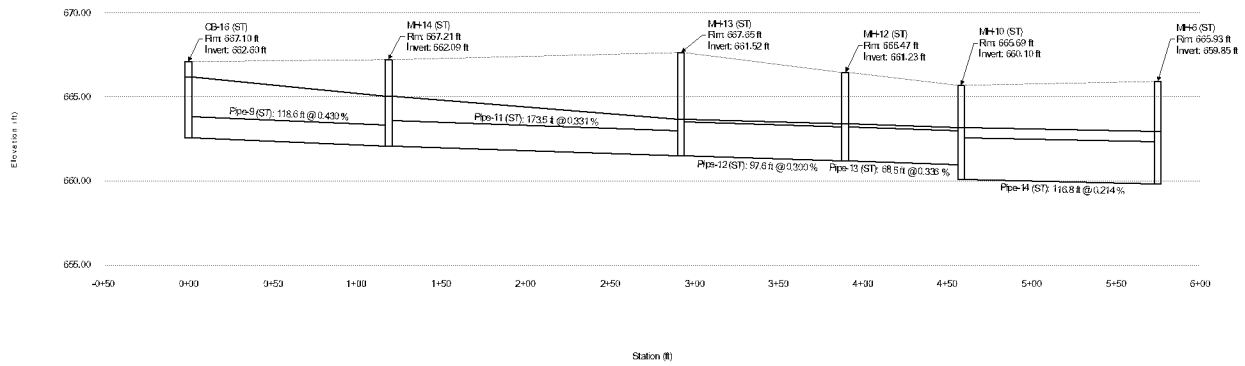
Profile Report
Engineering Profile - MH-9 - MH-6 (HPIBGIL01_Revised.stsw)



(100 YEAR STORM)

Profile Report

Engineering Profile - CB-16 - MH-6 (HPIBGIL01_Revised.stsw)



HPIBGIL01_Revised.stsw
7/6/2021

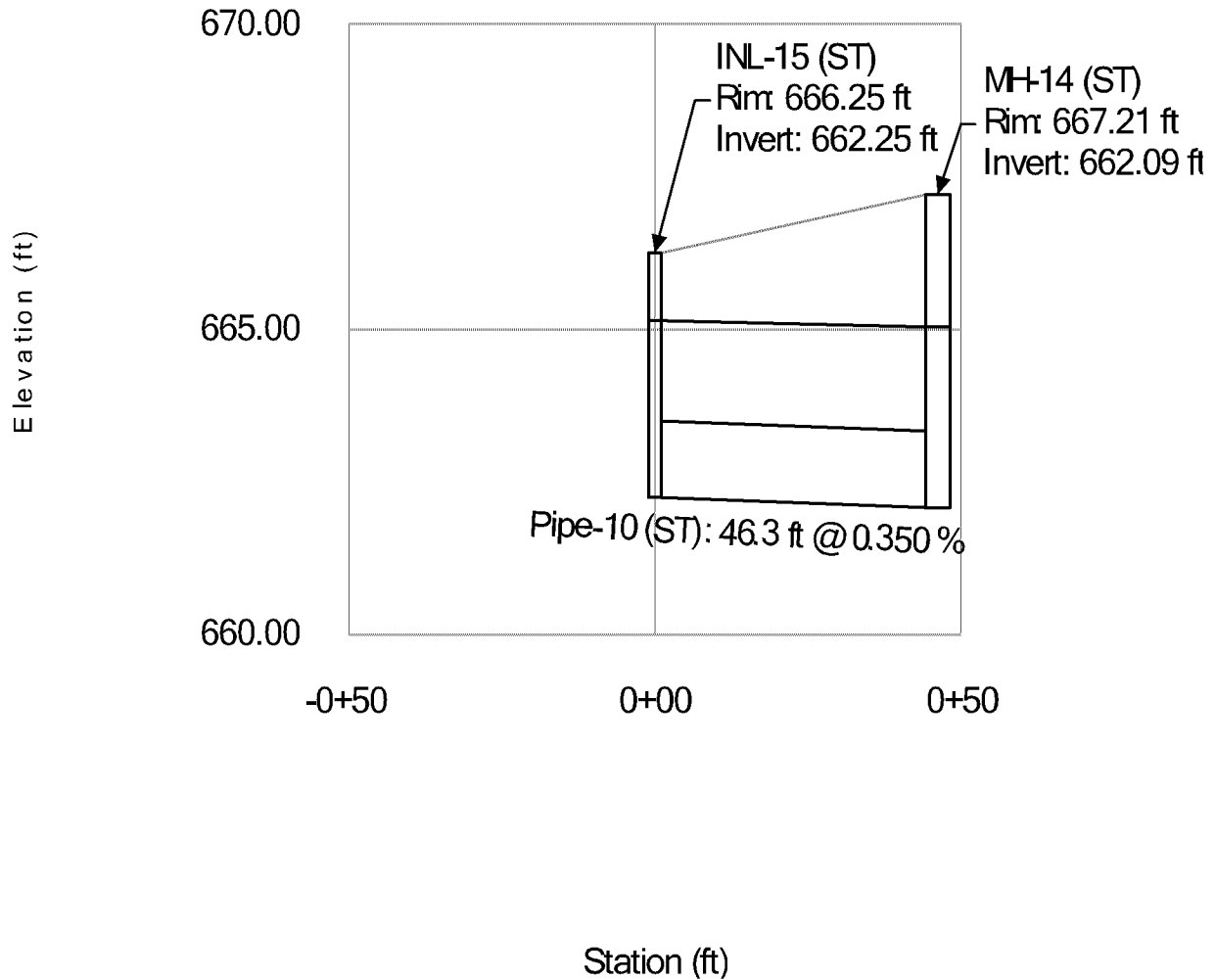
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[10.03.00.76]
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Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

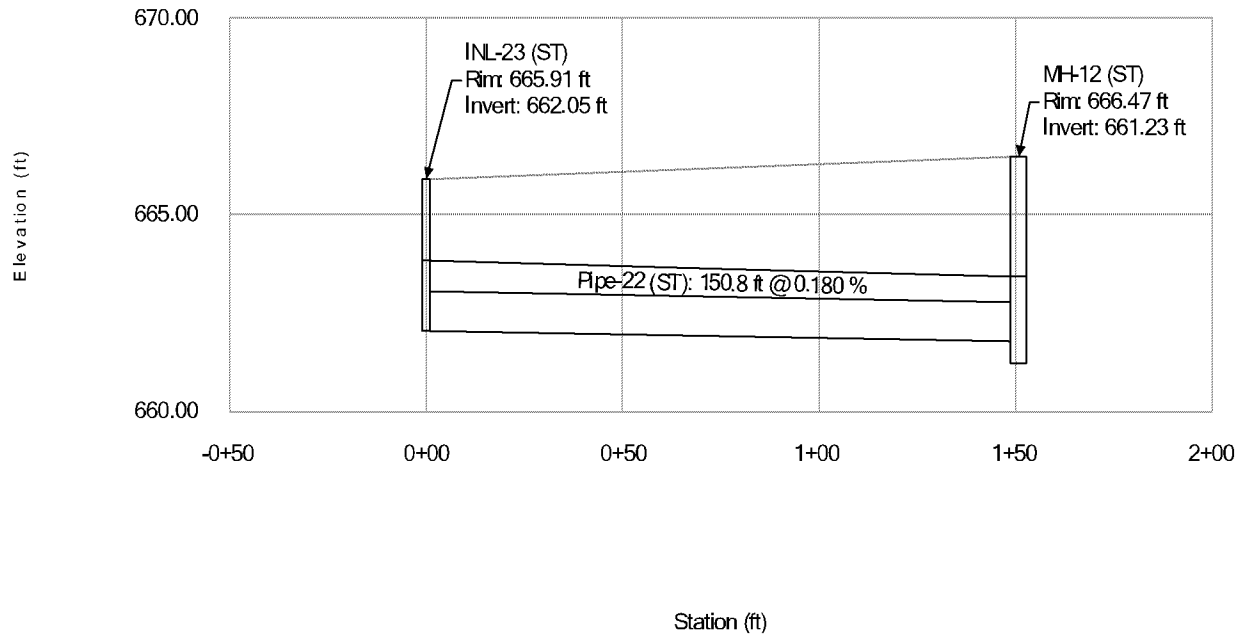
(100 YEAR STORM)

Profile Report
Engineering Profile - INL-15 - MH-14 (HPIBGIL01_Revised.stsw)



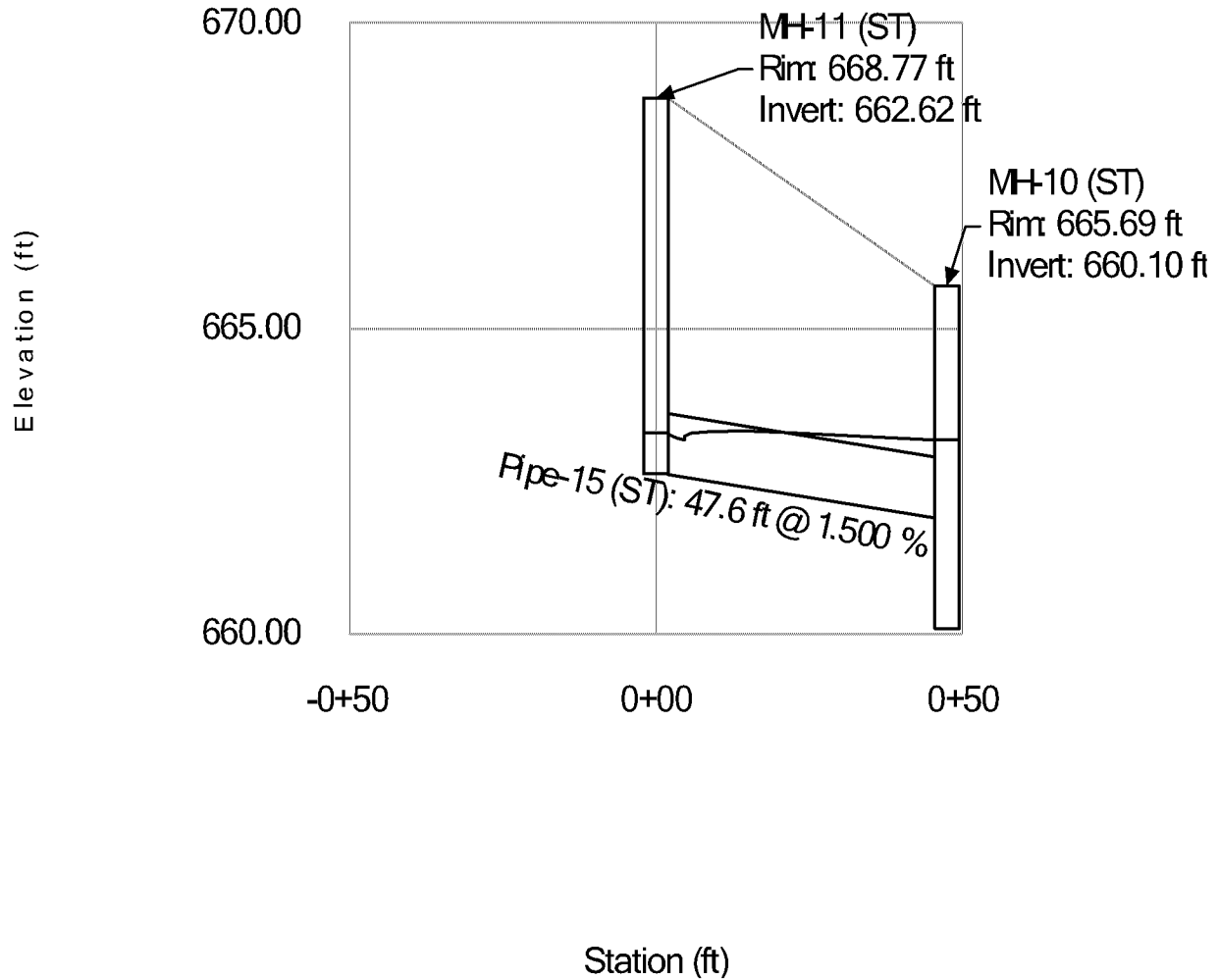
(100 YEAR STORM)

Profile Report **Engineering Profile - INL-23 - MH-12 (HPIBGIL01_Revised.stsw)**



(100 YEAR STORM)

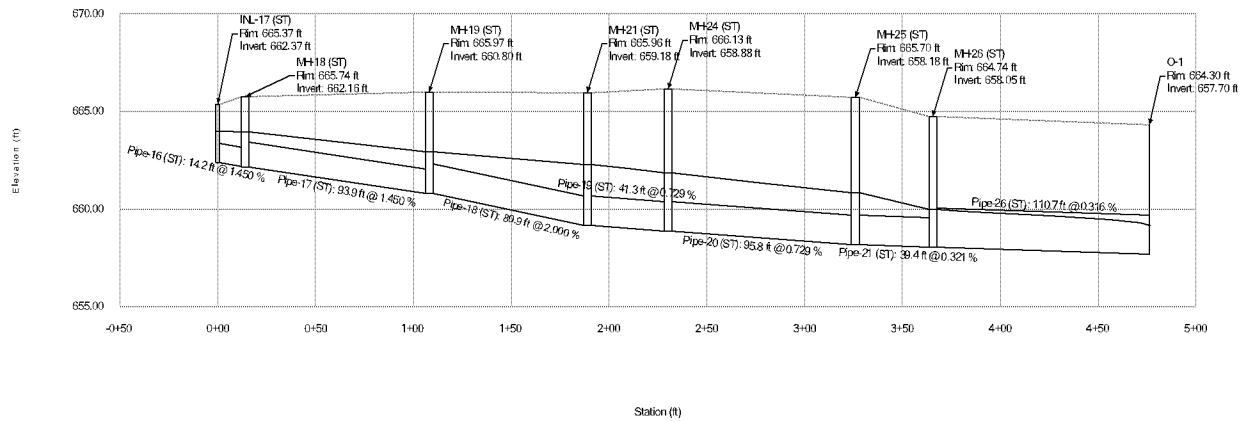
Profile Report
Engineering Profile - MH-11 - MH-10 (HPIBGIL01_Revised.stsw)



(100 YEAR STORM)

Profile Report

Engineering Profile - INL-17 - EX MH-1 (HPIBGIL01_Revised.stsw)



HPIBGIL01_Revised.stsw
7/6/2021

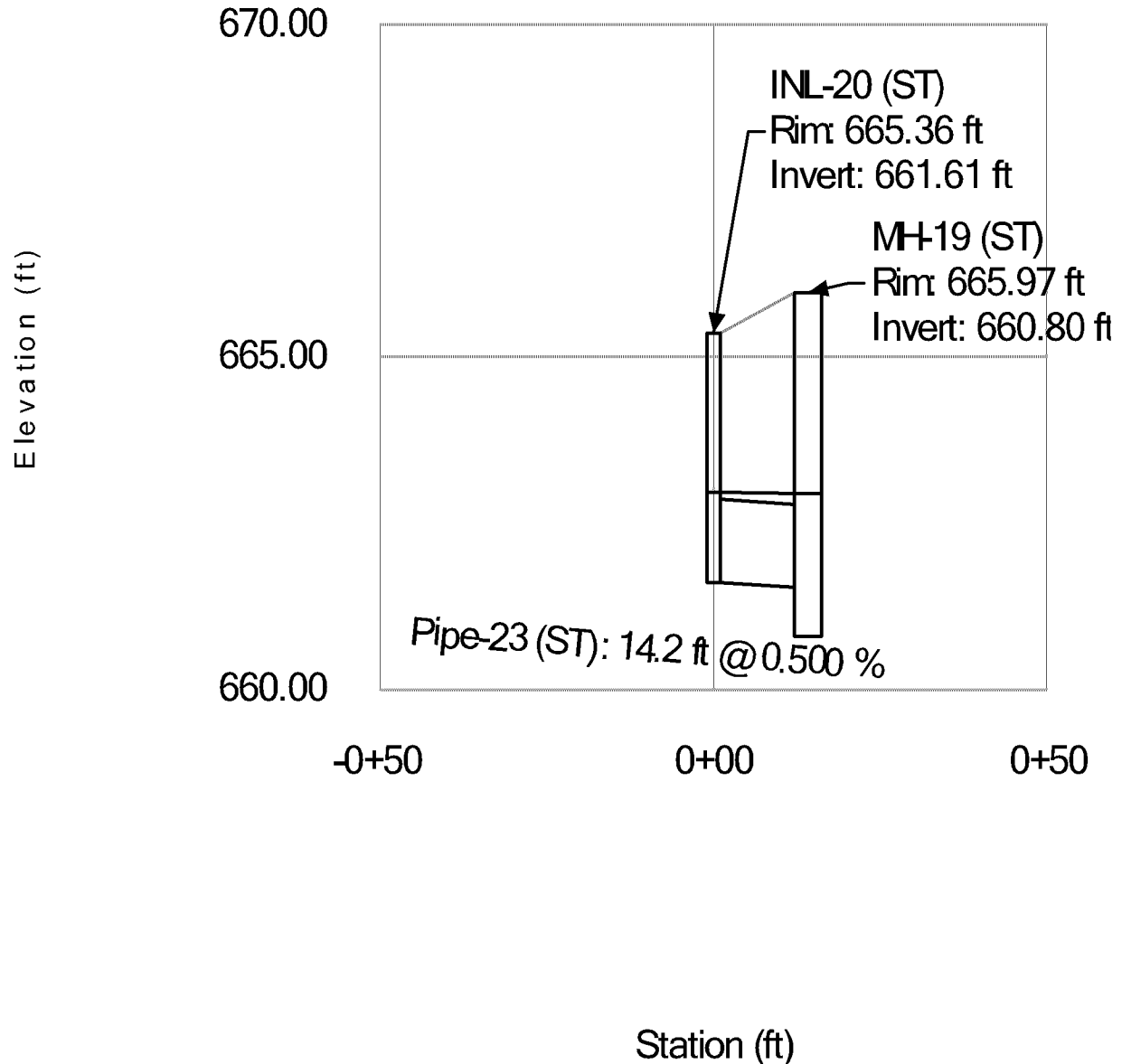
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[10.03.00.76]
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Attachment: Exhibit B Plan Set (O-2021-67 : Approve a Subdivision, Rezoning, Special Uses, Development Plan, and Variances at 700 Lake

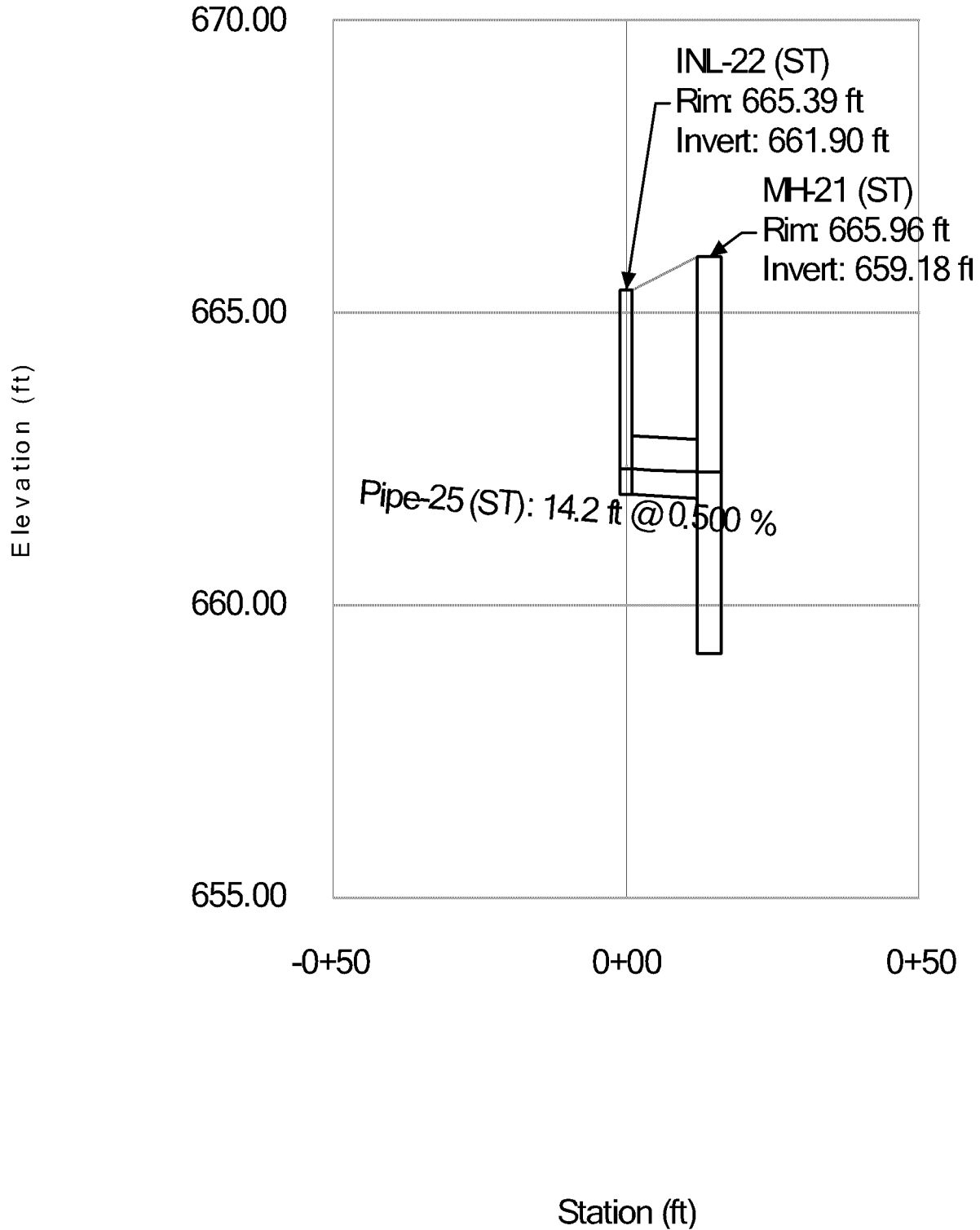
(100 YEAR STORM)

Profile Report
Engineering Profile - INL-20 - MH-19 (HPIBGIL01_Revised.stsw)



(100 YEAR STORM)

Profile Report
Engineering Profile - INL-22 - MH-21 (HPIBGIL01_Revised.stsw)





ENGINEER'S OPINION OF PROBABLE COST
RICKY ROCKETS
BUFFALO GROVE, IL
7/12/2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - SESC AND STABILIZATION					
1	Silt Fence (Non-Wire Back)	2510	LF	\$2.75	\$6,900.00
2	Concrete Washout	1	EACH	\$2,000.00	\$2,000.00
3	Construction Entrance	1	LUMP SUM	\$3,000.00	\$3,000.00
4	Landscaping	1	LUMP SUM	\$30,000.00	\$30,000.00
5	Temporary Seeding	3.3	ACRE	\$2,500.00	\$8,250.00
6	Seeding Class I	1.6	ACRE	\$4,800.00	\$7,680.00
7	Erosion Control Blanket (NAG DS-75)	5000	SY	\$1.50	\$7,500.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$65,330.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
A. SANITARY SEWER IMPROVEMENTS					
1	6" PVC Sanitary Sewer - SDR 26	425	LF	\$24.00	\$10,200.00
2	8" PVC Sanitary Sewer - 0'-12' Depth	530	LF	\$34.00	\$18,020.00
3	6" PVC Cleanout	2	EACH	\$650.00	\$1,300.00
4	4' Diameter Manhole - 0'-8'	9	EACH	\$2,500.00	\$22,500.00
5	Connection to Existing Manhole	1	EACH	\$1,500.00	\$1,500.00
6	Grease Trap	2	EACH	\$4,000.00	\$8,000.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$61,520.00
B. WATER MAIN IMPROVEMENTS					
1	6" DI Water Main	130	LF	\$30.00	\$3,900.00
2	8" DI Water Main	560	LF	\$40.00	\$22,400.00
3	8" Valve & Vault, STD 4' Dia. w/FR & Lid	3	EACH	\$3,400.00	\$10,200.00
4	Fire Hydrant with Auxiliary Valve	3	EACH	\$4,000.00	\$12,000.00
5	Dry Connection	2	EACH	\$1,800.00	\$3,600.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$52,100.00
C. STORM SEWER IMPROVEMENTS					
1	6" PVC Storm Sewer Pipe	160	LF	\$24.00	\$3,840.00
2	8" PVC Storm Sewer Pipe	690	LF	\$28.00	\$19,320.00
3	12" RCP Storm Sewer Pipe	380	LF	\$27.00	\$10,260.00
4	15" RCP Storm Sewer Pipe	410	LF	\$30.00	\$12,300.00
5	18" RCP Storm Sewer Pipe	430	LF	\$33.00	\$14,190.00
6	24" RCP Storm Sewer Pipe	400	LF	\$42.00	\$16,800.00
7	30" RCP Storm Sewer Pipe	310	LF	\$59.00	\$18,290.00
8	Precast Concrete Flared End Section w/Grate 30"	1	EACH	\$2,800.00	\$2,800.00
9	8" Cleanout	6	EACH	\$600.00	\$3,600.00
10	2'-0" Diameter Inlet	7	EACH	\$1,200.00	\$8,400.00
11	Storm Manhole	18	EACH	\$2,000.00	\$36,000.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$145,800.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$259,420.00



ENGINEER'S OPINION OF PROBABLE COST
RICKY ROCKETS
BUFFALO GROVE, IL
7/12/2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					
1	Hot-Mix Asphalt Binder Course, N50 - 2"	1520	SY	\$9.00	\$13,680.00
2	Aggregate Base Course - 10"	1520	SY	\$8.00	\$12,160.00
3	Hot-Mix Asphalt Binder Course, N50 - 4"	7400	SY	\$16.00	\$118,400.00
4	Aggregate Base Course - 12"	7400	SY	\$12.00	\$88,800.00
5	PCC Pavement (Regular Duty)	960	SY	\$45.00	\$43,200.00
6	PCC Pavement (Heavy Duty)	340	SY	\$55.00	\$18,700.00
7	Aggregate Base Course - 6"	1300	SY	\$5.00	\$6,500.00
8	Hot-Mix Asphalt Surface Course, N50 - 2"	8920	SY	\$11.00	\$98,120.00
9	Concrete Curb Type B-6.12	4200	LF	\$14.00	\$58,800.00
10	PCC Sidewalk (5") with base	10400	SF	\$4.75	\$49,400.00
11	Street Lights	16	EACH	\$3,500.00	\$56,000.00
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					\$563,760.00
TOTAL SCHEDULES I-III					\$888,510.00
CONTINGENCY (10%) PER VILLAGE					\$88,851.00
LETTER OF CREDIT INCREASE (8%) PER VILLAGE					\$71,080.80
GRAND TOTAL					\$1,048,441.80

Prepared By: Manhard Consulting, Ltd.
700 Springer Drive
Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.

Permit Lookup Results

[Back to Search](#)

Filter Results

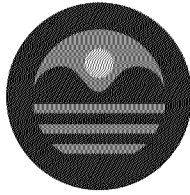
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Rows

10

Issuer	Regulated Entity Name	Program ID	Program	Coverage Type	Program Area	Action Type	Action Status	Coverage Status	Certified Date	Effective Date	Corresponding Documents
IL	RICKY ROCKETS	ILR108M31	NPDES	General Permit	Construction Stormwater	New	Approved	Active	06/19/2020	07/14/2020	COR ZIP
IL	Proposed Improvements for Ricky Rockets	ILR10ZAPF	NPDES	General Permit	Construction Stormwater	New	Approved	Active	06/08/2021	07/08/2021	COR ZIP
IL	Proposed Improvements for Ricky Rockets	ILR10ZAPG	NPDES	General Permit	Construction Stormwater	New	Approved	Active	06/08/2021	07/08/2021	COR ZIP
EPA	Ricky Rockets	TXR10FSKO	NPDES	General Permit	Construction Stormwater	New	Approved	Terminated	03/07/2018	03/21/2018	COR ZIP
EPA	Ricky Rockets	TXR10FSKO	NPDES	General Permit	Construction Stormwater	Termination	Approved	Terminated	05/23/2018	03/21/2018	COR ZIP
EPA	Ricky Rockets	TXR10FSKR	NPDES	General Permit	Construction Stormwater	New	Approved	Terminated	03/08/2018	03/22/2018	COR ZIP
EPA	Ricky Rockets	TXR10FSKR	NPDES	General Permit	Construction Stormwater	Termination	Approved	Terminated	06/01/2018	03/22/2018	COR ZIP

Showing 1-7 of 7 entries



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois •
62794-9276

Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

Permit Information

Master Permit Number: ILR100000

NPDES ID: ILR10ZAPG

State/Territory to which your project/site is discharging: IL

Is your project/site located on federally recognized Indian Country Lands? No

By Indicating "Yes" below, I confirm that I understand that this General Permit only authorizes the allowable stormwater discharges in Part I.B.1 and Part I.B.2. Any discharges not expressly authorized in part I.B.3 of this permit cannot become authorized or shielded from liability under CWA Section 402(k) by disclosure to EPA, State, or local authorities after issuance of this permit via any means, including the Notice of Intent (NOI) to be covered by the permit, the Stormwater Pollution Prevention Plan (SWPPP), during an inspection, etc. If any discharges requiring NPDES permit coverage other than the allowable stormwater discharges listed in Part I.B.1 and Part I.B.2, they must be covered under another NPDES permit.

Yes

Is your construction site less than one acre? No

Owner and Operator Information

Owner (Company) Information

Owner (Company) Name: Heidner Properties Inc.

Owner Type: Private

Owner (Company) Mailing Address

Address Line 1: 5277 Trillium Blvd

Address Line 2:

City: Hoffman Estates

ZIP/Postal Code: 60192

State: IL

Owner (Company) Point of Contact Information

First Name **Middle Initial** **Last Name:** Eric Grabowski

Professional Title: Project Manager

Phone: 630-894-0099

Ext.:

Email: eric.grabowski@heidnerinc.com

Operator (Contractor) Information

Is the Operator Information the same as the Owner Information? Yes

NOI Preparer Information

☒ This NOI is being prepared by someone other than the certifier.

First Name **Middle Initial** **Last Name:** Adam Fritz

Organization: Manhard Consulting

Phone: (708) 692-2564

Ext.:

Email: afritz@manhard.com

Project/Site Information

Project/Site Name: Proposed Improvements for Ricky Rockets

Project/Site Location

Address Line 1: Northeast corner of Lake Cook Rd and Lexington Dr

Address Line 2:

City: Buffalo Grove

ZIP/Postal Code: 60089

State: IL

County or Similar Division: Lake

Latitude/Longitude for the Project

Latitude/Longitude Format: Degrees Minutes Seconds

Latitude/Longitude: 42° 9' 14.0004"N, 87° 56' 34.0008"W

Other Project Information

Approximate Construction Start Date:

08/01/2021

Approximate Construction End Date:

03/01/2022

Total Size of Construction Site in Acres:

7.6

Type of Construction: Commercial

SIC Code:

Type a detailed description of the Project:

The scope of work will consist of the development of a gas station and car wash with associated grading, utility and parking lot improvements. The existing site is a vacant lot.

SWPPP Information

Has the SWPPP been prepared in advance of filing this NOI as required? Yes

SWPPP Contact Information

First Name Middle Initial Last Name: Harrison Meyer

Organization:

Professional Title: Project Manager

Phone: 630-925-1040 Ext.:

Email: hmeyer@manhard.com

Project Inspector

Is the Project Inspector Information the same as the SWPPP Contact Information? Yes

Use the space below to upload a copy of your SWPPP.

Name	Uploaded Date	Size
 21-05-07 SWPPP Report.pdf (attachment/1357517)	05/07/2021	3.82 MB

Receiving Water Information

Does your storm water discharge directly to: Storm Sewer

Owner of Storm Sewer System: Village of Buffalo Grove

Name of closest receiving waterbody to which you discharge: Des Plaines River

Historic Preservation and Endangered Species Compliance

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

➔ Historic Preservation Office: Yes

Use the space below to upload a copy of your Historic Preservation Office approval letter.

Name	Uploaded Date	Size
 21-05-05 IHPA Submittal.pdf (attachment/1357402)	05/07/2021	649.18 KB

➔ IDNR Impact Assessment Section: Yes

Use the space below to upload a copy of your EcoCAT approval letter.

Name	Uploaded Date	Size
 2113408 _NO CONFLICT.pdf (attachment/1357403)	05/07/2021	142.12 KB

Certification Information

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Signing an electronic document on behalf of another person is subject to criminal, civil, administrative, or other lawful action.

Certified By: Rick E. Heidner

Certifier Title: President

Certifier Email: eric@heidnerinc.com

Certified On: 06/08/2021 2:56 PM ET

CCDOTH – Approval Email

20-11-10387-C, Lake Cook Road, East of Lexington Drive, Ricky Rockets



Jack Bielak (DOH) <Jack.Bielak@cookcountyil.gov>

To: Harrison Meyer

Cc: Jack Bielak (DOH)



Tu

Follow up. Completed on Wednesday, July 7, 2021.
You forwarded this message on 7/7/2021 7:04 AM.



Form20A \$20000 Bond and Insurance A Requirements procedure 2020-10.pdf
479 KB

Hello,

Identification Permit Number

The above subject identification permit number has been assigned to your project. In all correspondence, refer to the identification permit number assigned to your project.

Bond

Please see bond and insurance \$20,000 directions (attached pages 1-3) on our web site at <https://www.cookcountyil.gov/service/construction-permits-online-payment> to help the contractor navigate the process.

Email a pdf copy of the completed bond to hwypermits@cookcountyil.gov and mail the original copy to our office.

Address:

George W. Dunne Cook County Office Building

Cook County Department of Transportation and Highways Permits Office

24th Floor

69 W. Washington,

Chicago, Illinois 60602-3007

Insurance

Please see bond and insurance \$20,000 directions (attached pages 4-6) on our web site at <https://www.cookcountyil.gov/service/construction-permits-online-payment> to help the contractor navigate the process. Attached is a copy of our sample COI. The contractor must meet the minimum

The insurance cert can be emailed to hwypermits@cookcountyil.gov. Title the email [Permit Number]Insurance

Notes

No work may be performed within the County Right of Way until a signed permit is issued.



Civil Engineering

Surveying

Water Resources Management

Construction Management

Landscape Architecture

Land Planning

July 26, 2021

Ms. Rati Akash
 Village of Buffalo Grove
 Community Development
 50 Raupp Blvd.
 Buffalo Grove, IL 60089

RE: PROPOSED IMPROVEMENT FOR RICKY ROCKETS
 (700 E. LAKE COOK ROAD)

Dear Ms. Akash:

Please find enclosed the following documents for your review and approval:

- Final Engineering Plans for On-Site Ricky Rockets Improvements
- Final Engineering Plans for Off-Site Lake Cook Roadway Improvements
- Final Stormwater Management Report
- Final Landscape Plan
- Sanitary PE Calculations Sheet – Under Separate Cover
- IEPA Water Permit Application – Under Separate Cover
- IEPA Sanitary Permit Application – Under Separate Cover
- WDO Permit Application
- NPDES Permit Active Confirmation and “Copy of Record”
- CCDOTH Permit # 20-11-10387
- EOPC
- Plat of Subdivision
- Plat of Vacation
- Building Elevations
- Sign Package
- Photometrics
- Traffic Impact Study
- Traffic Study Addendum

Note that many other items are being submitted as part of the overall submittal, and the items listed above are specifically related to the Engineering Review Comments.

In response to your review letter dated May 19, 2021, we offer the following responses, in ***bold and italics***, to the outstanding comments:

GENERAL

1. Please provide other agency permits (i.e. IEPA NOI & Water Main, CCDOTH, etc.).

Response: These permits will be provided once available. See below for summary:

- NPDES – Approved, as shown on the new NPDES online portal (unclear if the IEPA has stopped mailing hard copies of permits at this time). Please refer to “Active Permit Confirmation” and “Copy of Record”
- IEPA Sanitary/Water – Pending Approval. Currently in coordination with Lake County Public Works to obtain signatures before submittal.



- **CCDOTH – Plans have been approved and permit has been issued.**

- If Lots 3 & 4 are not developed as part of this project, they will require separate development agreements in the future when development of these lots occurs.
Response: Understood.
- The Village did not receive the plan set titled Ricky Rockets Access Drive. Please provide these plans for review.
Response: The offsite roadway improvement plans have been included as part of this submittal. Please note that these have been reviewed and approved by CCDOTH, and their review comments have been incorporated.
- Please provide an Engineer's Opinion of Probably Cost (EOPC). Include a 10% contingency as well as an 8% increase for Letter of Credit purposes per ordinance 16.20.130.
Response: EOPC has been provided
- Once the Village has an EOPC, we will develop and provide you a draft Development Improvement Agreement (DIA). The Developer will be required to execute and submit the DIA including:
 - Letter of Credit
 - Engineering review and inspection fees; and
 - Provide sanitary service PE calculations**Response: Understood.**
- Provide sanitary service PE calculations.
Response: Calculations have been provided in a separate document and sent directly to Ted Sianis. Total Sanitary PE Calculations for Lot 1 and Lot 2 is approximately 64 PE.

PLAN SHEETS

Overall Site Plan (3 of 12)

- Please provide detail regarding the closing of the south parking lot entrance east of lot 3 and new north connection to parking lot.
Response: Specific details regarding closing and re-connection to the existing parking lot can be added to the plans as requested. Please provide any specific details that the Village would like to be incorporated (signage, etc.)

Site Dimensional and Paving Plan (4 of 12)

- Please provide legend for paving material cross sections and materials.
Response: Pavement sections have been added to the plans per the Geotechnical Report recommendations
- Will there be drying services on the car wash site and are they anticipated to que at the car wash exit?
Response: There is no hand-drying service and cars are not anticipated to que at the car wash exit.



3. Please confirm sign placement near north Lexington entrance/exit does not interfere with line of sight for motorists exiting the development.
Response: The Sight-Triangle has been added to the landscape plan to confirm that there is no interference with Line of Sight for exiting motorists.
4. Please verify parking lot complies with Village Code 16.50.150 – Parking Lots for landscaping islands (i.e. 180 sf per 20 parking spaces).
Response: There are 64 Parking spaces on Lot 1, therefore there is roughly 600 sf of landscape islands required. My calculations estimate that there is 2376 sf of area on Lot 1 which should be considered "Landscape Island". If an exhibit is required, please advise and we will provide for your review.
5. Please provide sidewalk along Lexington Drive within property limits.
Response: Sidewalk along Lexington Drive is now proposed, located 1' within the property limits

Grading Plan (6 of 12)

1. Please provide grading details for lots 3 & 4.
Response: Proposed grading contours have been added to show the general mass-grading concepts/elevations for Lots 3 & 4
2. A benchmark will be required to be placed prior to the completion of the development. We can discuss where that benchmark should be placed based on current and future out lot construction plans.
Response: Understood.

Utility Plan (7 of 12)

1. Additional water main may be necessary depending on Fire Department comments regarding hydrant locations.
Response: Understood. No comments from Fire Department received yet, please provide Fire Dept review when possible.
2. No 90° bends allowed on Village water main (i.e. dry connection at NW corner of site).
Response: Understood. This has been revised to show 45 degree bends.
3. Only one water service is shown for both the proposed retail and convenience stores. Please provide a water service to both buildings or explain reasoning for only one water service.
Response: Per the IDPH regulations, fire suppression and domestic services shall be split inside the building. Therefore, it is proposed to have a single combined service enter the building and then be split into Fire suppression and the domestic service for each tenant space.
4. Rim and invert elevations not provided on grading or utility plan for proposed utilities. Please add to the plans.
Response: Full sewer design information is now included in the plan set.
5. Include hydrocarbon removal technology based on the proposed use of the sites.
Response: A Water Quality Structure has been added to the proposed plans (Contech



VortSentry or approved equal) which has documentation showing effective hydrocarbon removal. This has been installed to most efficiently clean the drainage area underneath the fueling canopy.

SE/SC Plan (8 of 12)

1. Please show a concrete washout location.
Response: Concrete Washout has been added to SESC Plan.
2. Show any potential stockpile locations including necessary SE/SC protection measures.
Response: Topsoil Stockpile and surrounding Silt Fence has been added to the Plan.

Construction Details (9 - 11 of 12)

1. Update material standards to match enclosed Village Exhibit No. 109.
Response: Village Material Standards have been added to the plans.
2. Add the enclosed Village Exhibits 101, 109, 201, 301, 401, 501, and 502 to the plans.
Response: The referenced Village Exhibits have been added to the plan.
3. Retaining walls shall be designed by a structural engineer.
Response: No retaining wall proposed.

PLATS

Plat of Resubdivision

1. Please provide a plat of vacation for the existing blanket easement.
Response: Plat of Vacation is included in the submittal.
2. Cross access easements necessary for parking lot entrances east of Lot 3.
Response: Access will be granted to the lot east of Lot 3 via a separate Plat of Easement.
3. Please provide a 5' public utility easement on either side of the new interior lot lines.
Response: 5' PUE's have been added to the Plat.
4. After review and approval of the plat of resubdivision, you will be required to provide mylar copies of the plat for execution and recording (to be recorded by developer) in Lake County.
Response: Understood.
5. Add storm water infrastructure maintenance activity and responsibility language.
Response: Refer to Soil Erosion Control Plan for maintenance activity and responsibility language.
6. Utilize the natural gas service easement language for the company that will be providing service.
Response: North Shore language has been removed.



STORMWATER MANAGEMENT REPORT (SWMR)

1. The stormwater management will be required updates to include storm sewer calculation, better definition of RVR methods, hydrocarbon removal technology, etc. prior to approval of final engineering.
Response: Storm sewer has been designed and modeled using Bentley StormCAD software. Sewer was routed/designed specifically to convey stormwater effectively while allowing the regional basin outfall to remain undisturbed. RVR methodology has been updated to include Water Quality BMP / Hydrocarbon removal structure. Please refer to the Stormwater Management report for more details.
2. Include private stormwater infrastructure maintenance activity and responsibility language post development completion.
Response: Understood. Please advise if a specific agreement will be required or if specific language must be included.
3. When final engineering is ready, please submit a completed Lake County Watershed Development Ordinance permit.
Response: A Lake County WDO Permit Application is submitted as part of this package.

If you have any questions or need any additional information, please contact us.

Yours Truly,
 MANHARD CONSULTING, LTD.

Harrison Meyer, P.E.

08/18/2021

Village Planner Akash said they received two calls asking what the variance was for and had no issues.

RESULT:	APPROVED [6 TO 3]
AYES:	Moodhe, Spunt, Cesario, Weinstein, Richards, Worlikar
NAYS:	Stephen Goldspiel, Zill Khan, Amy Au

2. Consider a Variation to Install a 6 Foot Open Fence in the Rear Yard Abutting a Golf Course at 316 Checker Drive. (Trustee Pike) (Staff Contact: Nicole Woods)

Village Planner Akash provided a brief background at the subject property for a 6-foot solid fence backing a golf course. The petitioner also has a pool.

Mr. Karabetsos described his proposal for a 6-foot aluminum open style fence.

Chairperson Cesario clarified for the record that the subject property is asking for a variance because they back to a golf course.

Com. Moodhe asked if the variance was still needed even though the fence is not on the rear lot line.

Village Planner Akash said yes because no fence is allowed on properties backing a golf course.

Deputy Community Development Director Woods provided additional comments regarding the ordinance.

Com. Moodhe reference packet page 20.

Com. Moodhe asked the petitioner about the lot line.

Mr. Karabetsos said he believes it goes all the way back to the golf course.

Com. Khan noted he was out at the subject property and spoke about the chain-link fence in the rear yard.

Mr. Karabetsos went over where the fence would be installed.

Com. Richards asked if a 6-foot open fence would be permitted if the property was not abutting a golf course.

Village Planner Akash said that it would be permitted if it was not abutting a golf course.

The Village staff report was entered as exhibit one

Public hearing was closed at 8:11 PM.

Com. Moodhe made a motion to

Com. Spunt seconded

Com. Au discussed the difference between this petition verse the pervious one.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

3. Consider Approval of a Plat of Subdivision; Rezoning to B3 Planned Business Center; Special Use for a Planned Unit Development; Special Use for a Drive-Through; and a Development Plan with Zoning and Sign Variances for a New Development at 700 Lake Cook Rd. (Trustee Johnson) (Staff Contact: Nicole Woods)

08/18/2021

Village Planner Akash provided a background on the subject property and reviewed the changes they have made based on previous workshop recommendations from the Planning and Zoning Commission.

Mr. Paionk provided a description of the property and summary of their requests and changes they have made to the site plan based on previous workshops with the Planning and Zoning Commission.

Com Au asked the petitioner to go over how they came to combine the building spaces.

Mr. Paionk went over the process.

Com Au asked about the vision of the retail spaces. Would there be a drive-through request in the future.

Mr. Paionk said no.

Com. Au asked what the proposed drive-through is for.

Mr. Paionk said the proposed drive-through is for the store space.

Com Au asked about the signage for the drive-through.

Mr. Paionk said there will be additional way signage to assist drivers.

Com. Richards asked about the cross access and asked if it connects all the way to Hastings.

Mr. Paionk said they are providing easement.

Com Richards reviewed the requests before the Planning and Zoning Commission.

Mr. Paionk clarified that the sign requests are a part of the development plan approval.

Com. Goldspiel asked about the height of the tower on the car wash

Village Planner Akash said it is 36-feet in total.

Com. Goldspiel asked what the purpose of the tower is.

Mr. Paionk said it holds a lot equipment for the facility to maintain the open glazing.

Com. Goldspiel asked if it can be shorter.

Mr. Paionk talked about the elevation and the different levels of the building, noting how the current design give a nice architectural look.

Com. Goldspiel asked about the flags on the traffic study.

Mr. Aboona, Traffic study consultant, provided additional details of the flags in the traffic study.

Com. Goldspiel asked if there would be any effect on Lake Cook Road for those not using the site.

Mr. Aboona said no.

Com. Goldspiel asked about the impact of the deceleration lane. He noted it was long.

Mr. Aboona said it would be a positive impact.

Com. Goldspiel asked if it would pose as a confusion.

Mr. Aboona said no.

08/18/2021

Chairperson Cesario asked about the allocation of the parking stalls.

Mr. Paionk reviewed the number of parking stalls and fueling stations.

Chairperson Cesario asked to see who the traffic flow will operate.

Mr. Paionk briefly spoke about the flow and the improvement to the site plan.

Com. Moodhe commented on the number of variations.

Deputy Community Development Director went over the variations, specifically signs.

Com. Moodhe asked the petitioners to go over the signs.

Mr. Paionk reviewed the signs and said the lighting of the signs would meet Village Code.

Village Planner Akash noted the number of calls they have received for the development. She also noted the document that was signed they will comply with all electronic sign code.

Com. Moodhe asked if they were 4 separate pins.

Mr. Paionk said yes.

Com. Moodhe said each lot could be sold up separately.

Mr. Paionk said yes, theoretically.

Com. Moodhe asked about the QSR.

Mr. Paionk replied yes there is a restaurant is inside the convenience store.

Com. Moodhe reference packet page 23.

Civil Engineer II Mr. Sianis noted that the petitioners did submit a photometric plan as part of their proposal. He noted that light does not escape the site.

Mr. Paionk went over the traffic flow on page 23.

Com. Moodhe asked how many cars can be stacked for the convenience store considering the vacuums.

Mr. Paionk said there are 10 stacking spaces and additional flow to avoid backup.

Com. Moodhe reference packet page 23, again.

Mr. Paionk showed the commission where the orders would be taken for the convenience store.

Com. Spunt asked about the sign on the front.

Mr. Paionk said you can see it from either access point.

Com. Spunt asked about the hours of operation of the drive-through.

Mr. Paionk said the convenience store is 24 hours, but the drive-through will not be. No hours have been determined.

Com. Spunt asked about the underground storage tank placement.

Mr. Paionk talked about the placement and access.

Com. Spunt asked about solar panels

08/18/2021

Mr. Paionk said no

Com Au asked the lights of the cars will shine into the residents while cars are in the drive-through

Mr. Paionk said there will be landscaping to mitigate the light.

Chairperson Cesario reference packet page 26 and reviewed the four signs that do require a variation.

Mr. Paionk went through the variations with the Commission.

Com. Au asked about sign number 3 and the size.

Mr. Paionk said because it is the only sign at a full-access entrance and advertises for the whole development.

Com. Au asked about how much traffic will go through that access point.

Mr. Paionk said they appreciate the feedback. They believe they can go back to the drawing board to get it to an acceptable size.

Com. Moodhe referenced packet page 146.

Mr. Paionk said those are the poll lights and be angled in and will be LED lights.

Village Planner Akash said that engineering will look at the photometric plan for correctness.

Chairperson Cesario entered the staff report as exhibit 1, the PowerPoint as exhibit 2, and the visual as exhibit 3.

Jim Miller, 1150 North Berry Ln., expressed his concerns regarding the development.

Buffalo Grove Resident, 1166 North Berry Ln., expressed her concerns regarding the development.

Mr. Paionk said the traffic study was done in 2020 with a sidewalk proposed. Additionally, he thanked the Village for their time and help in developing the concept, which has become a standard for all of their future buildings.

Com. Moodhe reference packet page 31.

Public Hearing was closed at 9:39 PM.

Com. Khan made a motion to recommend approval to the Village Board to approve Plat of Subdivision; Rezoning to B3 Planned Business Center; Special Use for a Planned Unit Development; Special Use for a Drive-Through; and Development Plan approval with Zoning and Sign Variances of the property proposed to contain a retail establishment, convenience store, fuel center and car wash on two of four lots within this site. Subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached

as part of the petition.

2. A final plat of subdivision shall be revised in a manner acceptable to the Village as required. The

08/18/2021

plat shall include a cross access easements in a manner and form acceptable to the Village.

3. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

4. Any directional or incidental sign added to the sign package provided shall be reviewed

administratively by Staff.

5. The future development of lots 3 & 4 shall be subject to the review and approval of the Village

and in accordance with Village Code.

6. Future permitted and special uses on the Property shall comply with the B3 Planned Business

Center District.

7. Staff will work with petitioners on sign number three to conform with Village Code.

8. Petitioners will work with staff on the height on the car wash equipment tower.

9. Village Staff will work on the reviewing the photometric plan.

Com Moodhe seconded the motion.

Chairperson Cesario reviewed the elements of use and noted the thoughtful plan design.

Com. Moodhe spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Next: 9/20/2021 7:30 PM Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Aug 4, 2021 12:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

Chairman's Report

Chairperson Cesario talked about the new mask mandate for meetings and thanked the commission for flexibly and ability to adapt to change.

Committee and Liaison Reports

BLUESTONE

NET LEASE PROPERTIES

August 02, 2021

VIA EMAIL

Rati Akash
Village Planner
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

Re: 700 E. Lake-Cook Road Development

Ms. Akash,

We are in receipt of comments for the above-mentioned project provided by Mr. Jim Miller, President of Lexington Commons Coach Houses Condominium Association. We offer the following responses to those comments below in bold:

- *Car wash exit directed south with drying blower jets blasting noise towards residential areas in Lexington Commons and Whippletree. Those noise elements should be directed towards the north industrial park instead of towards residential areas. I see from plans this was previously moved away from Le Parc. This is concerning for all hours of the day and especially in evening and at night.*
Response: The car wash exit is located directly north of the existing retail center (Lexington Commons Plaza) along the south side of Lake Cook Road which will minimize noise towards the residential area south of Lake Cook Road.
- *Increased traffic through Lexington Commons on Lexington Drive - a neighborhood street - for access to all the businesses planned for 700 Lake Cook Road.*
Response: The results of the traffic study have shown that Lexington Drive generally has sufficient reserve capacity to accommodate the additional traffic to be generated by the proposed development. Further, it is important to note that the traffic volumes on Lexington Drive will be reduced due to the following factors.
 - **The development will have a restricted right-turn in/right-turn out access drive on Lake-Cook Road which will accommodate a large portion of the traffic traveling westbound on Lake-Cook Road.**
 - **The majority of the traffic generated by the development is projected to use Lake-Cook Road when traveling to or from the development. Only a limited volume of traffic is projected to be traversing to and from the development via Lexington Drive north of the site or Armstrong Drive.**
- *Potential light and noise intrusion into our homeowner's residences from lit raised signage and around-the-clock operations.*
Response: Sign 1 20', signs 2 & 3 10' tall which are north of the existing retail center (Lexington Commons Plaza) along the south side of Lake Cook Road which greatly reduces potential light of noise impacts to Lexington Commons. Site Lighting designed to reduce (eliminate) light spillage and glare onto adjacent properties.

- *Potential noise and or trouble of kids are hanging out all hours of the night. This coupled with increased traffic into our complex could result in crime, vandalism/graffiti and/or activities such as "disrupting the peace". Our current crime rate is very low.*

Response: Only a limited volume of traffic is projected to be traversing to and from the development via Lexington Drive. The development will have a restricted right-turn in/right-turn out access drive on Lake-Cook Road which will accommodate a large portion of the traffic traveling westbound on Lake-Cook Road. The development is bound by Lexington Drive to the west and Lake Cook Road to the south along with an existing retail center located south of Lake Cook. These factors will minimize noise towards residential areas in the vicinity.

- *We hope that there will be traffic studies for exit traffic onto Lake Cook Road (3 lanes wide) - which I thought would not be allowed, as well as onto Lexington Drive. Shouldn't traffic be routed to exit on Hastings Drive instead of directly onto Lake Cook Road. I can only imagine the increased accident levels to access Lake Cook Road directly onto three lanes without a traffic signal, in particular being so close to the Lake Cook Road and Lexington Drive signal. I understand that there will be too much traffic to exit directly onto North Lexington Drive adjacent to that corner.*

Response: The access drive on Lake-Cook Road will restricted to right-turn in and right-turn out movements only. All left-turn movements will be prohibited. As such, traffic will not be crossing the three westbound lanes when exiting the site. It is important to note that several development/properties have right-turn in/right-turn out access drives on Lake-Cook Road, including the shopping center directly south of the subject site. In addition, to minimize the impact of the access drive on Lake-Cook Road, a separate westbound right-turn lane will be installed on Lake-Cook Road serving the access drive. Finally, the design and location of the access drive has been preliminarily approved by the Cook County Department of Transportation of Highways.

Respectfully,

Troy Paionk



Action Item : 700 E Lake Cook (Ricky Rockets) Development Improvement Agreement

Recommendation of Action

Staff recommends approval, subject to the review and approval by the Village Attorney.

SUMMARY: Staff recommends approval of the Development Improvement Agreement for the Ricky Rockets development at 700 E Lake Cook Road, subject to the receipt of the required fees and the Village Attorney review.

ATTACHMENTS:

- DIA Memo_700 E Lake Cook (Ricky Rockets) (DOCX)
- Engineer's Estimate of Probable Cost (PDF)
- Civil Plans - Ricky Rockets BG On-Site 090121 (PDF)
- Offsite Roadway Final Engineering Plans (PDF)
- Plat of Vacation (PDF)
- Plat of Subdivision (PDF)
- Cross Access Easement (PDF)
- Final Landscape Plan (PDF)
- DIA_700 E Lake Cook Road-Ricky Rockets_9-15-2021 (PDF)
- DIA Ordinance_700 E Lake Cook (DOCX)
- DIA Ordinance_700 E Lake Cook (DOCX)
- DIA_700 E Lake Cook Road-Ricky Rockets_9-15-2021 (PDF)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, September 20, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 15, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: 700 E Lake Cook Rd (Ricky Rockets) Development Improvement Agreement

700 Lake Cook, LLC has submitted a Development Improvement Agreement for the proposed Ricky Rockets Development, located at 700 E Lake Cook Road (the old BMO Harris building site). This development consists of a combined gas station/quick service restaurant and carwash. The approval of the Development Improvement Agreement is contingent on the zoning approval of this item, which is also being considered this evening.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site in addition to the building addition. Typical items include the stormwater management, parking lot, and all of the utilities such as water main and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.



**ENGINEER'S OPINION OF PROBABLE COST
RICKY ROCKETS
BUFFALO GROVE, IL
7/12/2021**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - SESC AND STABILIZATION					
1	Silt Fence (Non-Wire Back)	2510	LF	\$2.75	\$6,900.00
2	Concrete Washout	1	EACH	\$2,000.00	\$2,000.00
3	Construction Entrance	1	LUMP SUM	\$3,000.00	\$3,000.00
4	Landscaping	1	LUMP SUM	\$30,000.00	\$30,000.00
5	Temporary Seeding	3.3	ACRE	\$2,500.00	\$8,250.00
6	Seeding Class I	1.6	ACRE	\$4,800.00	\$7,680.00
7	Erosion Control Blanket (NAG DS-75)	5000	SY	\$1.50	\$7,500.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$65,330.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
A. SANITARY SEWER IMPROVEMENTS					
1	6" PVC Sanitary Sewer - SDR 26	425	LF	\$24.00	\$10,200.00
2	8" PVC Sanitary Sewer - 0'-12' Depth	530	LF	\$34.00	\$18,020.00
3	6" PVC Cleanout	2	EACH	\$650.00	\$1,300.00
4	4' Diameter Manhole - 0'-8'	9	EACH	\$2,500.00	\$22,500.00
5	Connection to Existing Manhole	1	EACH	\$1,500.00	\$1,500.00
6	Grease Trap	2	EACH	\$4,000.00	\$8,000.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$61,520.00
B. WATER MAIN IMPROVEMENTS					
1	6" DI Water Main	130	LF	\$30.00	\$3,900.00
2	8" DI Water Main	560	LF	\$40.00	\$22,400.00
3	8" Valve & Vault, STD 4' Dia. w/FR & Lid	3	EACH	\$3,400.00	\$10,200.00
4	Fire Hydrant with Auxiliary Valve	3	EACH	\$4,000.00	\$12,000.00
5	Dry Connection	2	EACH	\$1,800.00	\$3,600.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$52,100.00
C. STORM SEWER IMPROVEMENTS					
1	6" PVC Storm Sewer Pipe	160	LF	\$24.00	\$3,840.00
2	8" PVC Storm Sewer Pipe	690	LF	\$28.00	\$19,320.00
3	12" RCP Storm Sewer Pipe	380	LF	\$27.00	\$10,260.00
4	15" RCP Storm Sewer Pipe	410	LF	\$30.00	\$12,300.00
5	18" RCP Storm Sewer Pipe	430	LF	\$33.00	\$14,190.00
6	24" RCP Storm Sewer Pipe	400	LF	\$42.00	\$16,800.00
7	30" RCP Storm Sewer Pipe	310	LF	\$59.00	\$18,290.00
8	Precast Concrete Flared End Section w/Grate 30"	1	EACH	\$2,800.00	\$2,800.00
9	8" Cleanout	6	EACH	\$600.00	\$3,600.00
10	2'-0" Diameter Inlet	7	EACH	\$1,200.00	\$8,400.00
11	Storm Manhole	18	EACH	\$2,000.00	\$36,000.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$145,800.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$259,420.00



**ENGINEER'S OPINION OF PROBABLE COST
RICKY ROCKETS
BUFFALO GROVE, IL
7/12/2021**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					
1	Hot-Mix Asphalt Binder Course, N50 - 2"	1520	SY	\$9.00	\$13,680
2	Aggregate Base Course - 10"	1520	SY	\$8.00	\$12,160
3	Hot-Mix Asphalt Binder Course, N50 - 4"	7400	SY	\$16.00	\$118,400
4	Aggregate Base Course - 12"	7400	SY	\$12.00	\$88,800
5	PCC Pavement (Regular Duty)	960	SY	\$45.00	\$43,200
6	PCC Pavement (Heavy Duty)	340	SY	\$55.00	\$18,700
7	Aggregate Base Course - 6"	1300	SY	\$5.00	\$6,500
8	Hot-Mix Asphalt Surface Course, N50 - 2"	8920	SY	\$11.00	\$98,120
9	Concrete Curb Type B-6.12	4200	LF	\$14.00	\$58,800
10	PCC Sidewalk (5") with base	10400	SF	\$4.75	\$49,400
11	Street Lights	16	EACH	\$3,500.00	\$56,000
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					\$563,760
TOTAL SCHEDULES I-III					\$888,510
CONTINGENCY (10%) PER VILLAGE					\$88,851
LETTER OF CREDIT INCREASE (8%) PER VILLAGE					\$71,081
GRAND TOTAL					\$1,048,442

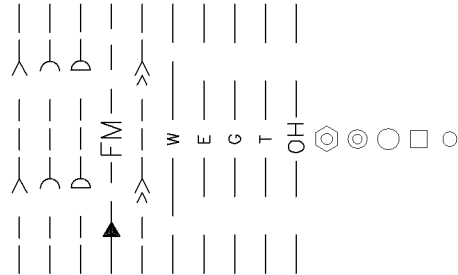
Prepared By: Manhard Consulting, Ltd.
700 Springer Drive
Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.

STANDARD SYMBOLS

06-01-16

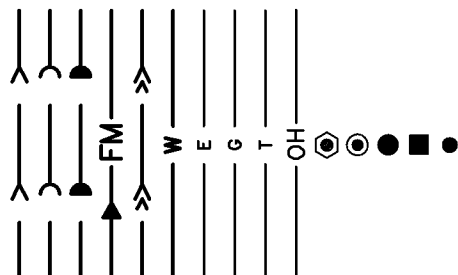
EXISTING



STORM SEWER
SANITARY SEWER
COMBINED SEWER
FORCE MAIN
DRAIN TILE
WATER MAIN
ELECTRIC
GAS
TELEPHONE
OVERHEAD WRES
SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
STORM INLET
CLEANOUT

HAY BALES
RIP RAP
VALVE IN VAULT
VALVE IN BOX
FIRE HYDRANT
BUFFALO BOX

PROPOSED



STORM SEWER
SANITARY SEWER
COMBINED SEWER
FORCE MAIN
DRAIN TILE
WATER MAIN
ELECTRIC
GAS
TELEPHONE
OVERHEAD WRES
SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
STORM INLET
CLEANOUT

HAY BALES
RIP RAP
VALVE IN VAULT
VALVE IN BOX
FIRE HYDRANT
BUFFALO BOX

SITE BENCHMARK NO. 1
CROSS CUT IN CURB

RAD=480.00'
ARC=127.01' 127.06'(R)
CHD=126.64' 126.69'(R)
CB=S 32°43'15" W

COMED SWITCHGEAR
AND ATO TBR
COMED SWITCHGEAR
TO REMAIN

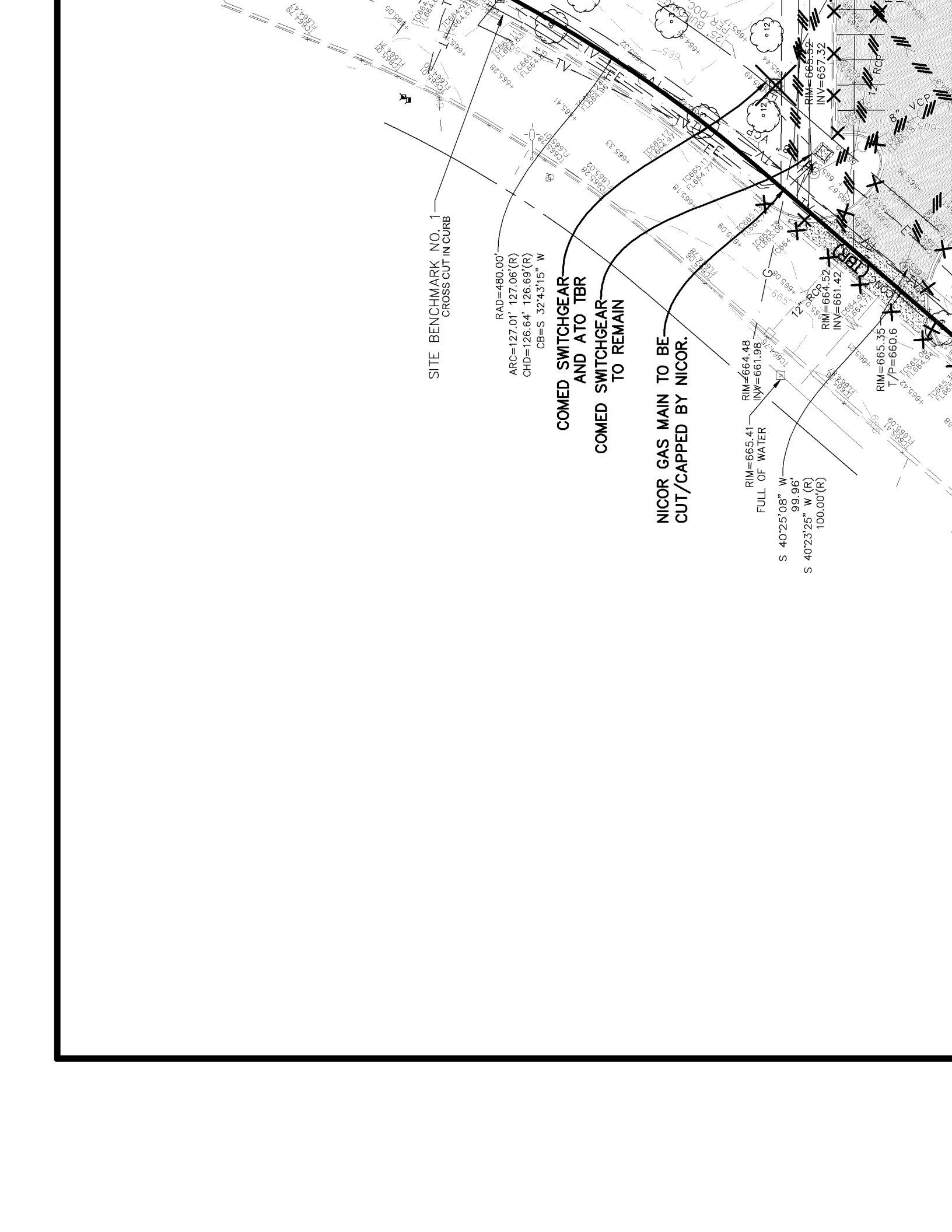
NICOR GAS MAIN TO BE
CUT/CAPPED BY NICOR.

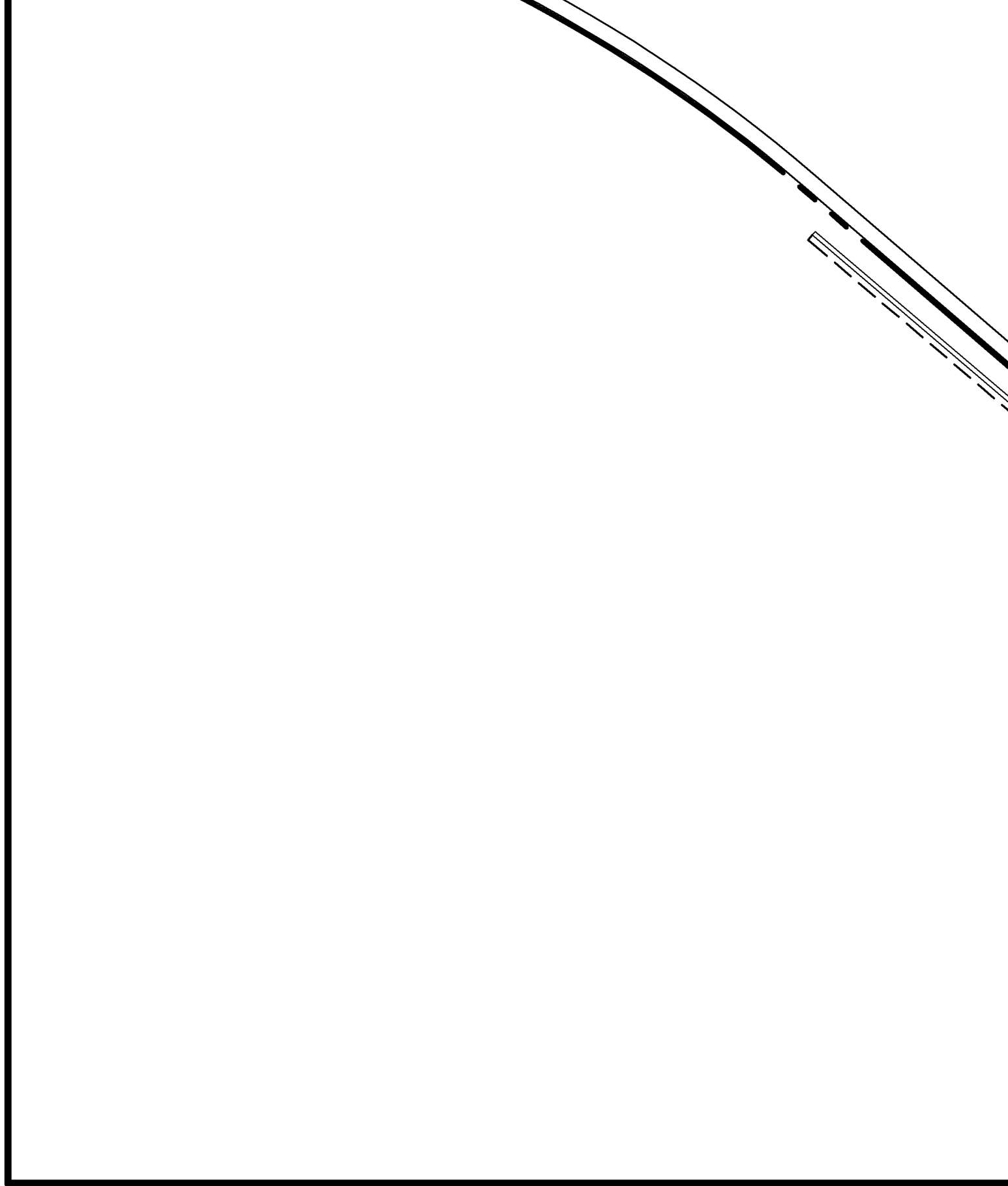
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FULL OF WATER
INW=661.98

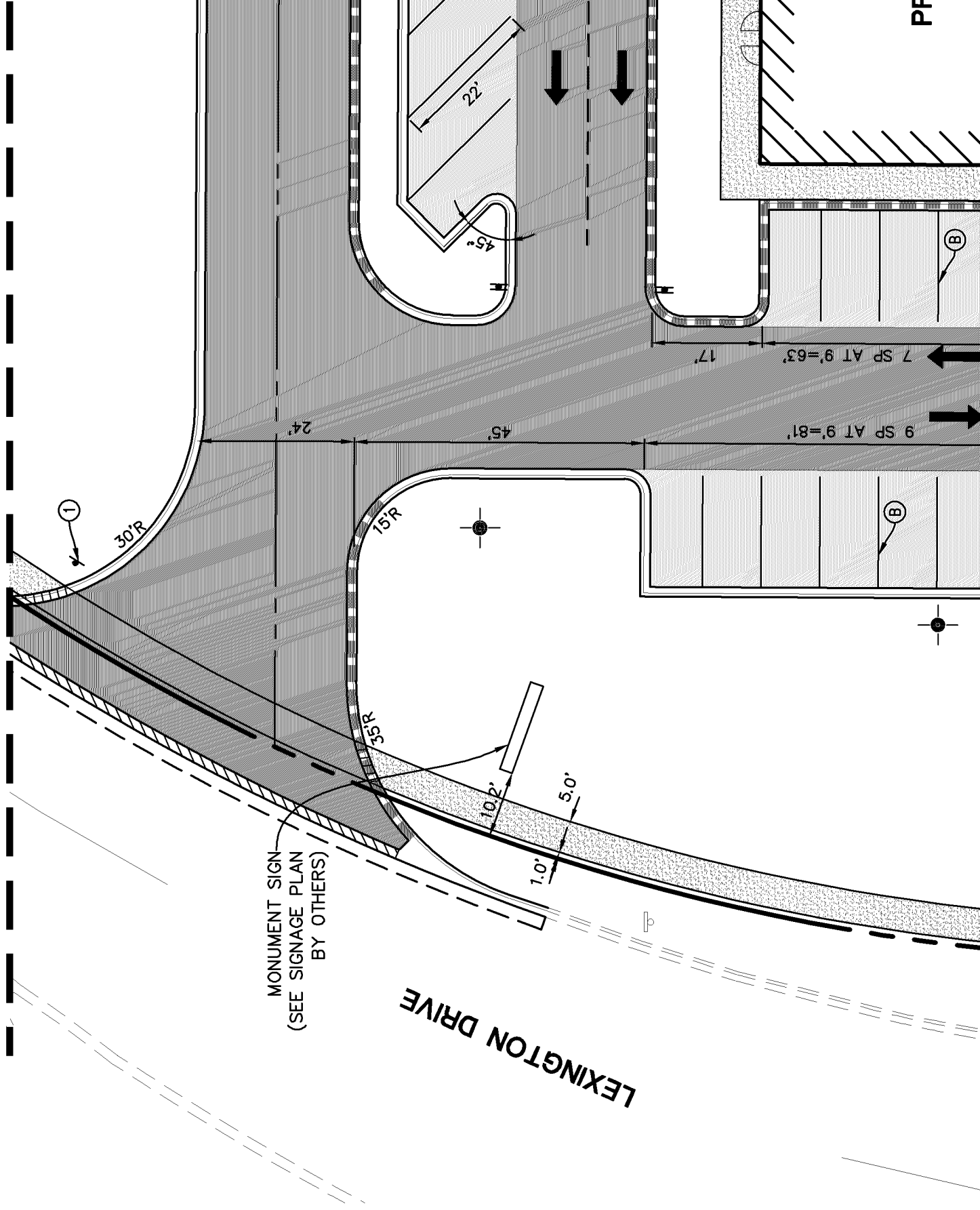
S 40°25'08" W 99.96'
S 40°23'25" W (R) 100.00'(R)

RIM=664.52
INV=657.32

RIM=665.35
T/P=660.6







CONNECT AT
EX. SAN-MH

RIM=665.52
INV=657.32

RIM=664.48
INV=661.98

RIM=665.41
FULL OF WATER

42'-15" ST
AT 2.16%

RIM=665.35
T/P=660.6

RIM=664.52
INV=661.42

72" RCP

MH-8

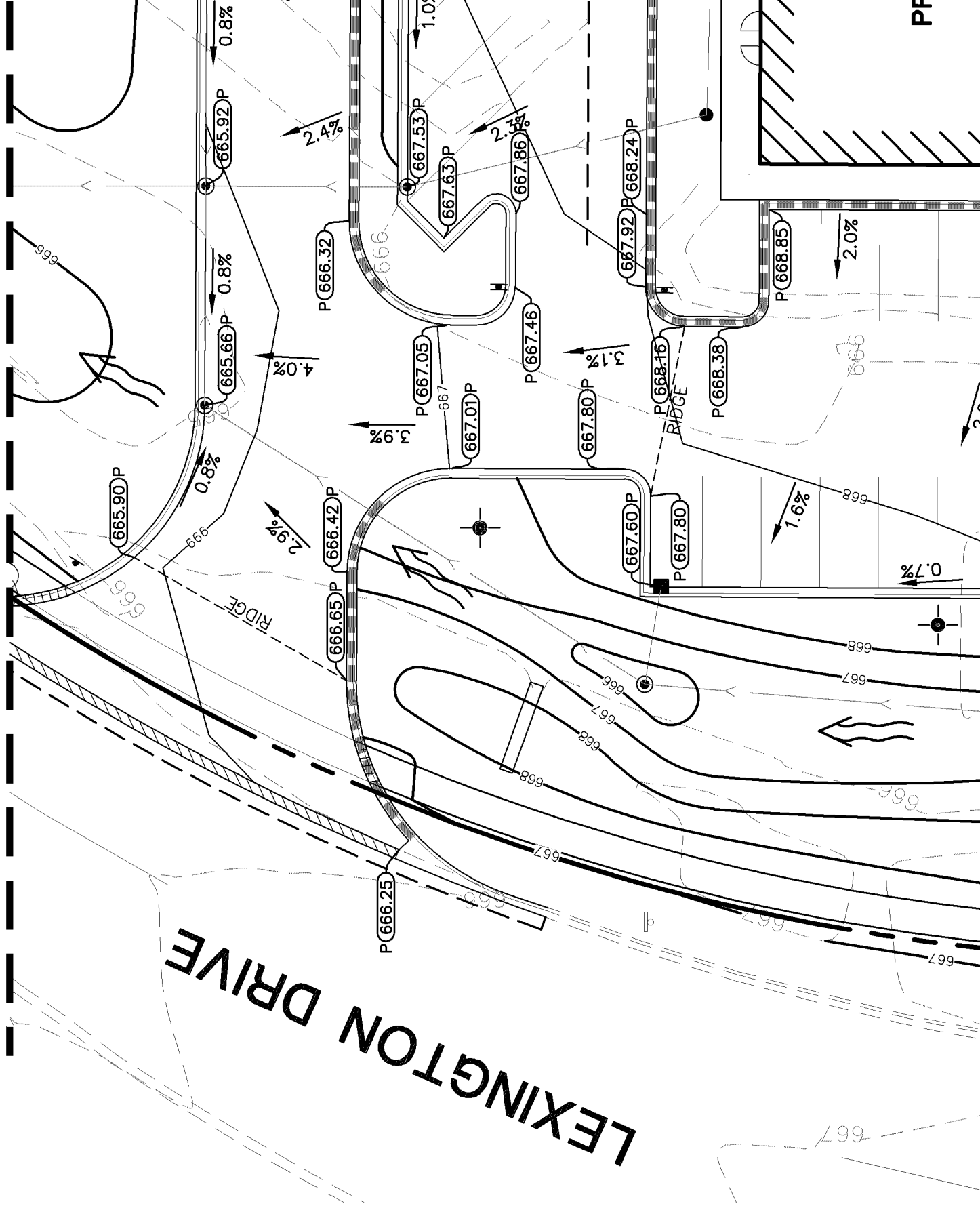
665.59
659.56
660.50
659.56

63'-30" S
AT 0.25%

MH-7

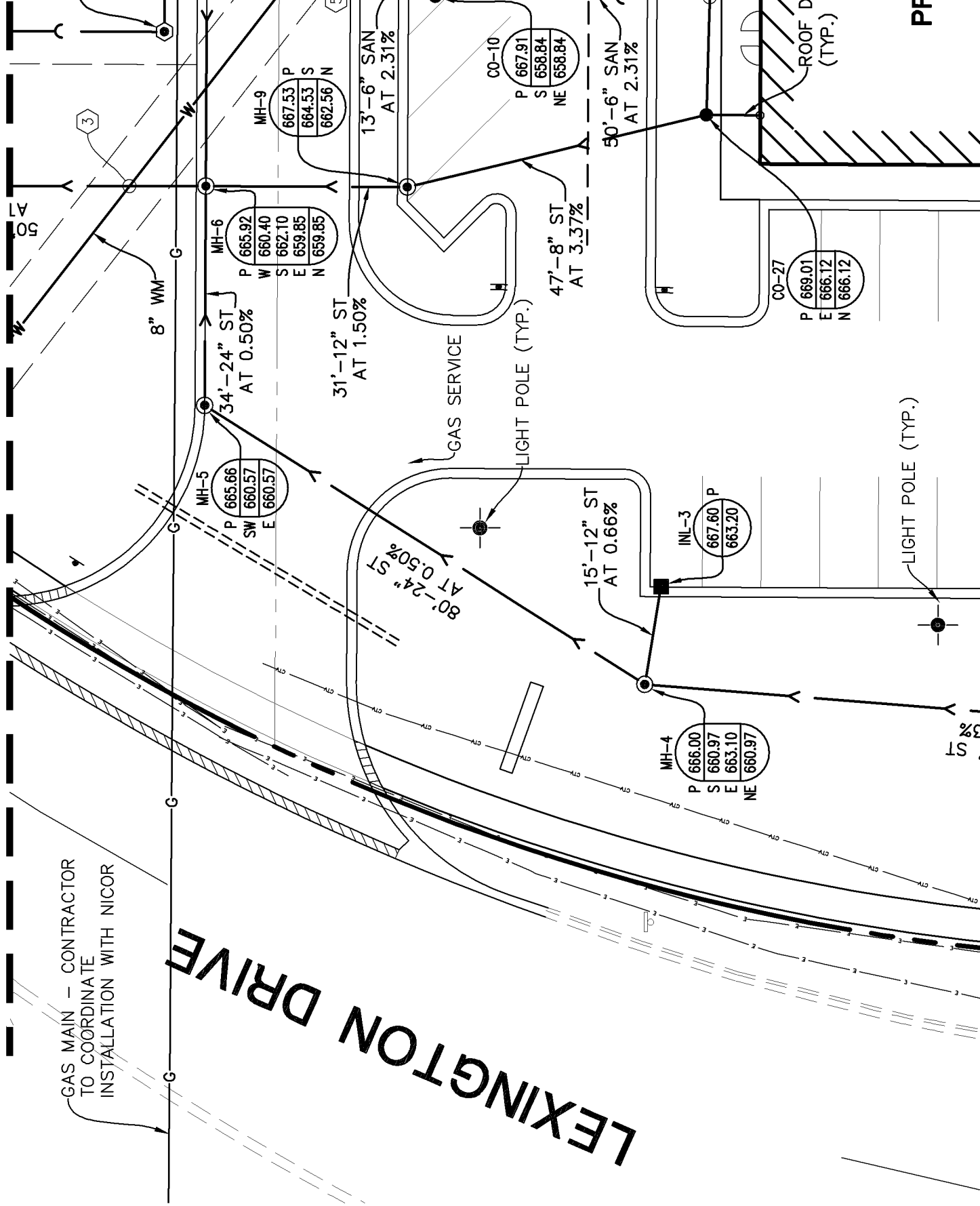
DRY
CONNECTION

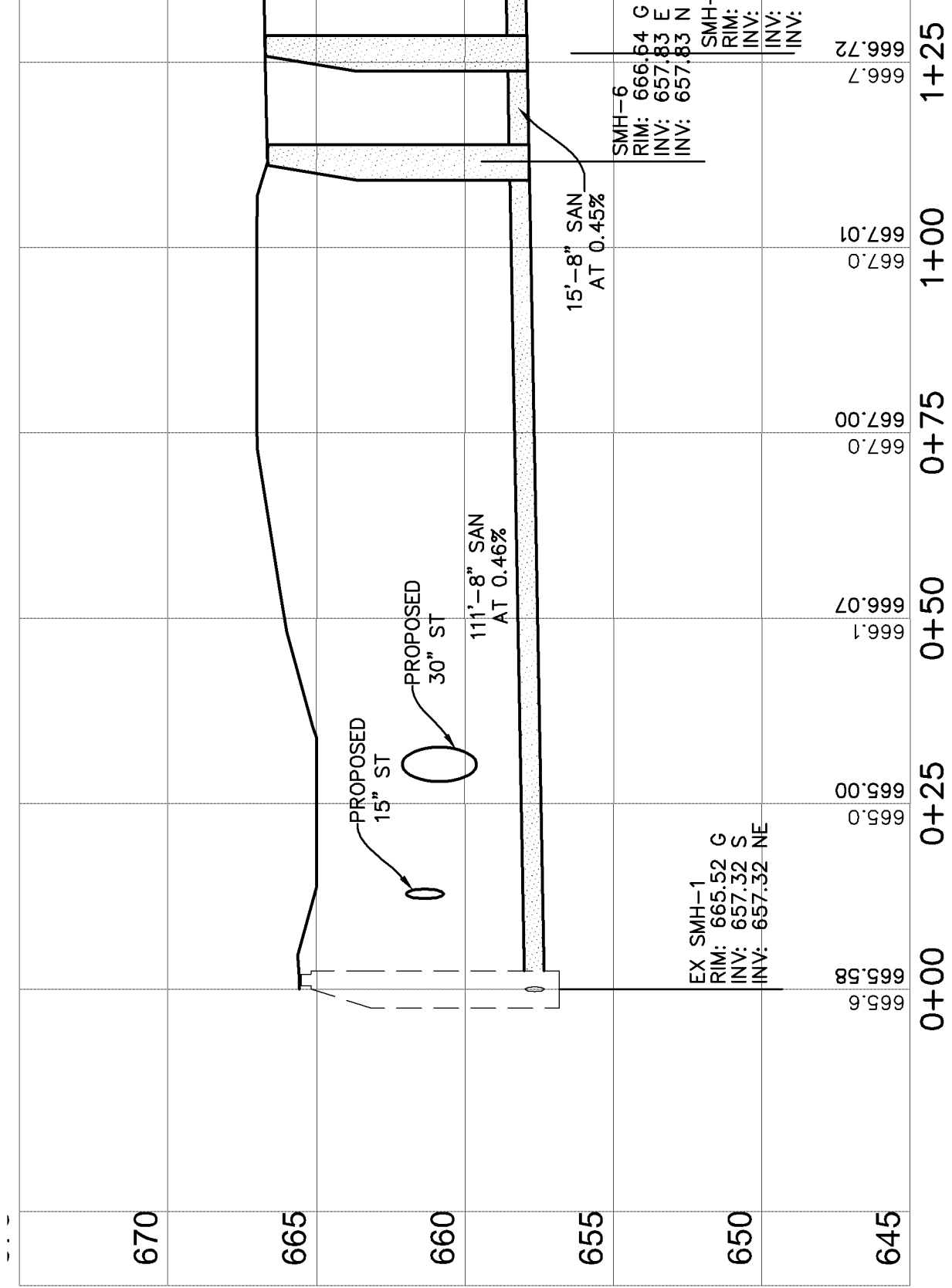
LEXINGTON DRIVE



GAS MAIN - CONTRACTOR
TO COORDINATE
INSTALLATION WITH NICOR

LEXINGTON DRIVE





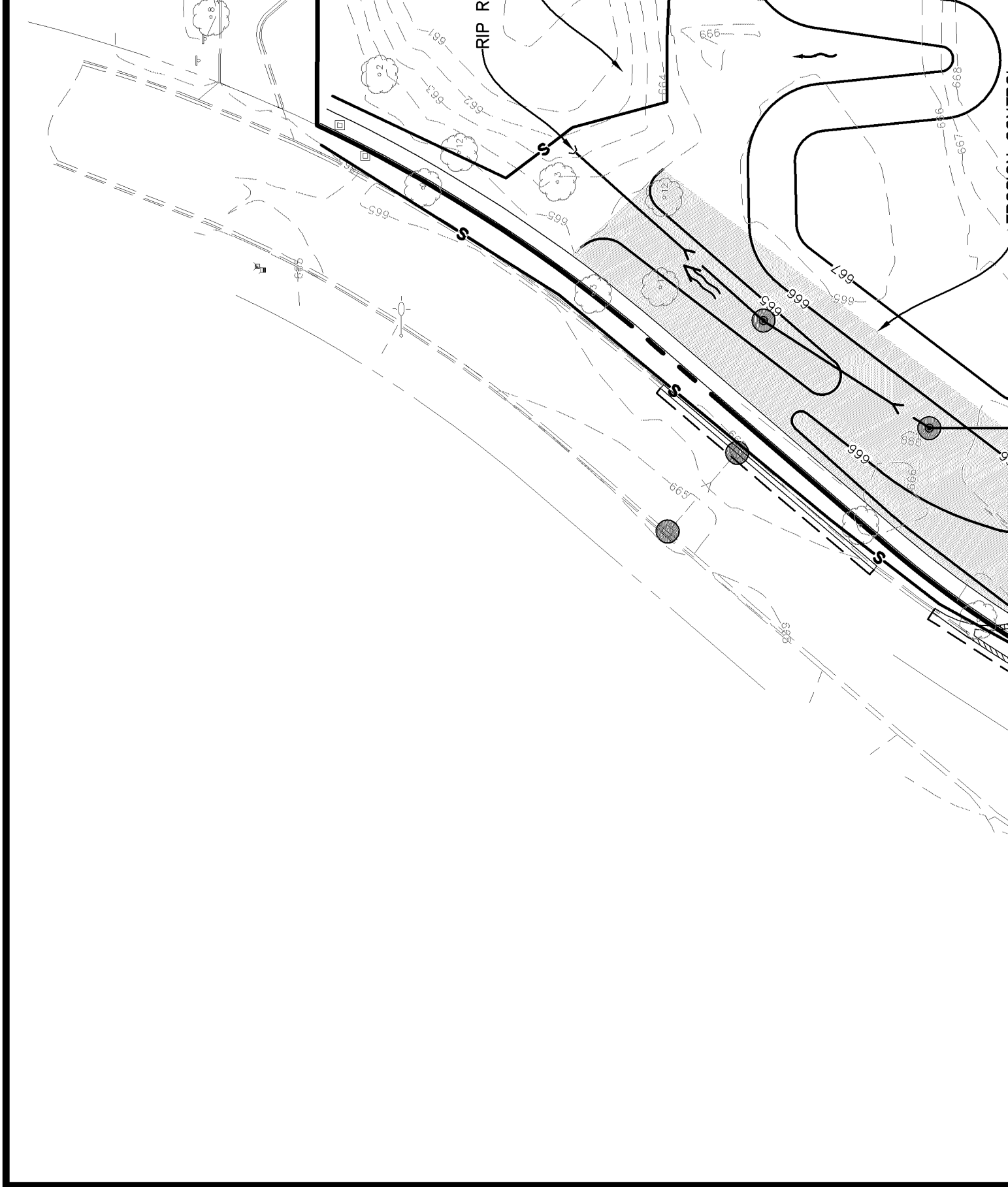
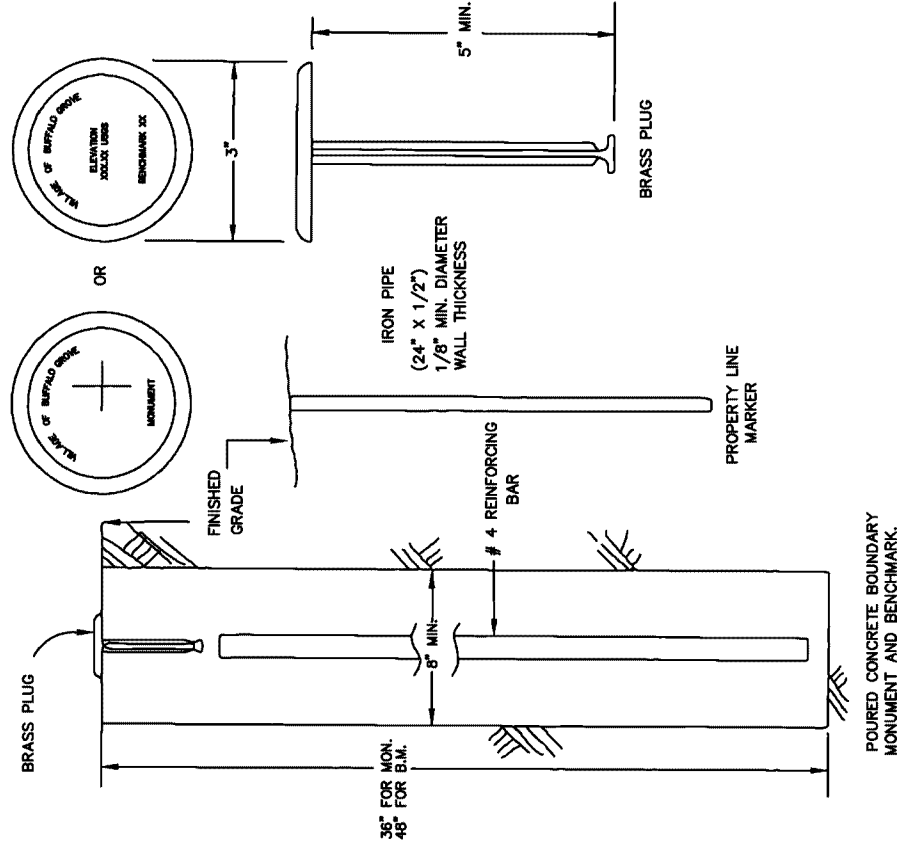


EXHIBIT NO. 101

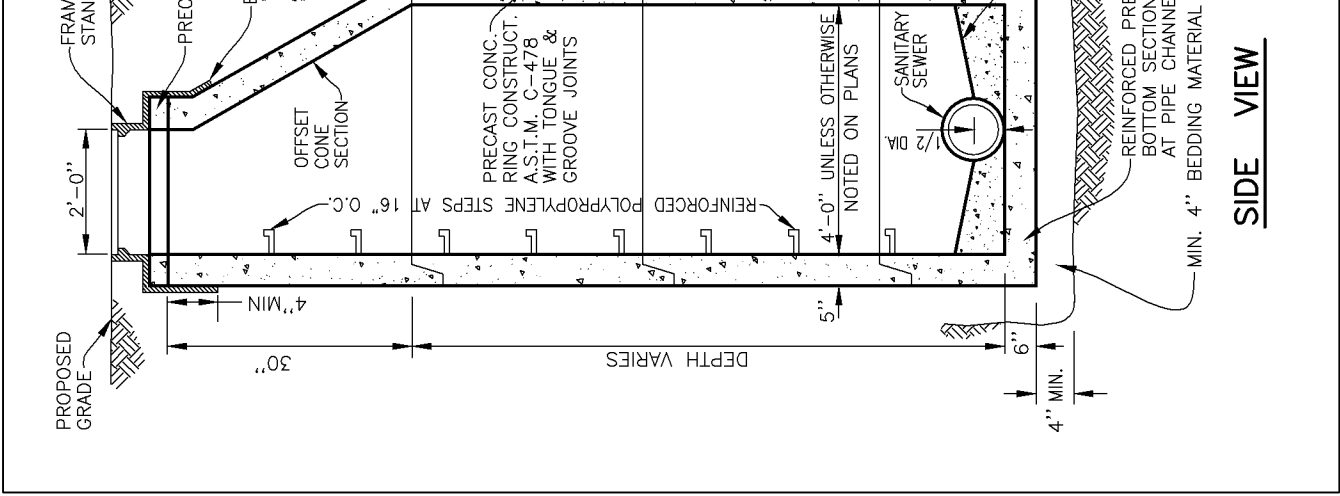
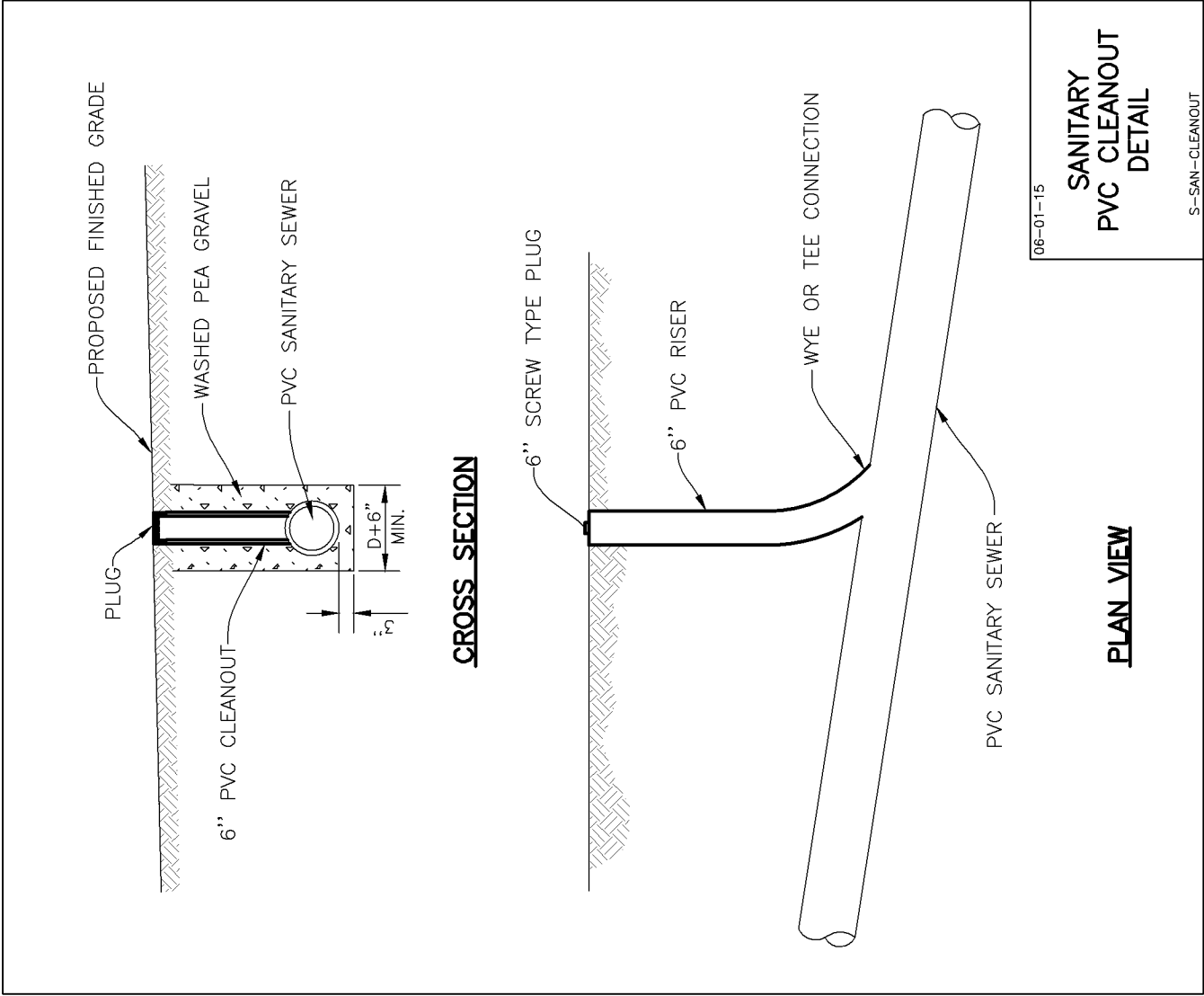


PROPERTY LINE MARKER, BOUNDARY MONUMENT, AND BENCHMARK DETAIL

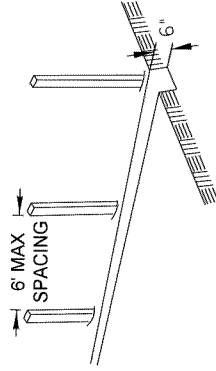
EXHIBIT MATERIAL

Water Distribution Material Specifications:

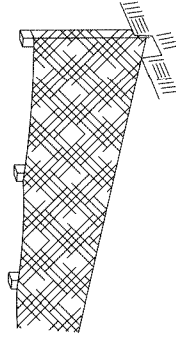
Water main pipe	Ductile Iron Pipe Class 52, Pipe AWWA C153, J X-Lam conform bends allowed. /
Valves	American Flow inch to fourteen C504, Clow AW
Valve Vault	All structures s mechanically co ASTM C-923, 1 permitted by Vi valve vaults sh connections and have a sixty inc centers with val
Castings	Neenah No. R-1
Fire Hydrant	Waterous Pacer above ground, w and one half inc National Standard break line flange mechanical or pu hydrants shall be
Fire hydrant extension	Fire hydrant ext stainless steel tri
Hydrant Valve Box \ Valve boxes	Hydrant Valve E stabilizer require
Service Pipe	Copper tube, tw Ductile iron, lar Service upgrade clamp. Ford mo
Corporation Stop	Mueller H1 5000 larger shall use 1
Curb Stop	Copper service, counter clockwi C111.
Curb box	Copper service, Valve Box sectio Vault section ab
Copper to Copper Fittings	Mueller Compan sweat joint or co
Pressure Connections	Ford FTSS style valve four inch r



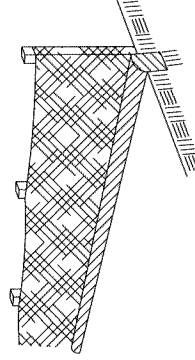
1. SET POSTS AND EXCAVATE OR SLIT-TRENCH A 6-INCH DEEP TRENCH UPSLOPE ALONG THE LINE OF POSTS



2. ATTACH GEOTEXTILE FILTER FABRIC TO EACH POST WITH A MINIMUM OF 3 (THREE) FASTENERS PER POST AND EXTEND FABRIC TO THE BOTTOM OF THE TRENCH



3. BACKFILL AND COMPACT THE EXCAVATED MATERIALS



Requirements	Test Methods	Wire Backed Supported Silt Fence ^a	Unsupported Silt Fence	
			Geotextile Elongation $\geq 50\%$ ^b	Geotextile Elongation $< 50\%$ ^b
Maximum Post Spacing		4 feet	4 feet	6 feet
Grab Strength	ASTM D 4632			
	Machine direction	90 lbs	124 lbs	124 lbs
Permittivity ^c	X-Machine direction	90 lbs	100 lbs	100lbs
		0.05 sec ⁻¹	0.05 sec ⁻¹	0.05 sec ⁻¹
Apparent Opening Size	ASTM D 4491			
	ASTM D 4751	0.024in	maximum average roll value	
Ultraviolet stability (retained strength)	ASTM D 4355		70% after 500 hours of exposure	

* NOTE: OPTIONAL
- MIN. 30" HEIGHT
- MIN. 14 GAUGE WIRE
- MIN. 6 HORIZ. WIRE
- MIN. 6" VERTICAL

REVISIONS
ORIG by LCSMC
Update Text

POST: 1.2" X HARD 2.6" X NO.2 OR U, T, L STEEL MIN. V

CO SPOIL

FABRIC E INT

MANHARD CONSULTING, LTD. STANDARD SPECIFICATIONS

GENERAL CONDITIONS

CONTRACTOR acknowledges and agrees that the use and reliance of these Plans and Specifications is sufficient consideration for CONTRACTOR'S covenants stated herein.

DEFINITION OF TERMS

- a. "CLIENT" shall mean HEIDNER PROPERTIES INC., which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare Civil Engineering PLANS and SPECIFICATIONS.
- b. "ENGINEER" shall mean Manhard Consulting, Ltd., a Civil Engineering consultant on the subject project.
- c. "PLANS and SPECIFICATIONS" shall mean the Civil Engineering PLANS and SPECIFICATIONS prepared by the ENGINEER, which may be a part of the contract documents for the subject project.
- d. "CONTRACTOR" shall mean any person or entity performing any work described in the PLANS and SPECIFICATIONS.
- e. "JURISDICTIONAL GOVERNMENTAL ENTITY" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project.

INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the PLANS and SPECIFICATIONS is to set forth certain requirements of performance, type of equipment and structures, and standards of materials and construction. They may also identify labor and materials, equipment and transportation necessary for the proper execution of the work but are not intended to be infinitely determined so as to include minor items obviously required as part of the work. The PLANS and SPECIFICATIONS require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omissions of specific references to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the SPECIFICATIONS shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

INTERPRETATION OF PLANS AND SPECIFICATIONS

- a. The CLIENT and/or CONTRACTOR shall promptly report any errors or ambiguities in the PLANS and SPECIFICATIONS to the ENGINEER. Questions as to meaning of PLANS and SPECIFICATIONS shall be interpreted by the ENGINEER, whose decision shall be final and binding on all parties concerned.
- b. The ENGINEER will provide the CLIENT with such information as may be required to show revised or additional details of construction.
- c. Should any discrepancies or conflicts on the PLANS or SPECIFICATIONS be discovered either prior to or after award of the contract, the ENGINEER's attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the CLIENT nor the CONTRACTOR may take advantage of any error or omissions in the PLANS and SPECIFICATIONS. The ENGINEER will provide information when errors or omissions are discovered.

GOVERNING BODIES

All works herein proposed shall be completed in accordance with all requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these SPECIFICATIONS. If a discrepancy is noted between the PLANS and SPECIFICATIONS and requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, the CLIENT and/or the CONTRACTOR shall immediately notify the ENGINEER in writing.

LOCATION OF UNDERGROUND FACILITIES AND UTILITIES

When the PLANS and SPECIFICATIONS include information pertaining to the location of existing underground facilities and utilities (including but not limited to water mains, sanitary sewers, storm sewers, electric, telephone, gas and cable TV lines), such information represents only the opinion of the ENGINEER as to the approximate location and elevation of such facilities and utilities. At the locations wherein detailed positions of these facilities and utilities become necessary to the new construction, including all points of connection, the CONTRACTOR shall furnish all labor and tools to verify or definitely establish the horizontal location, elevation, size and material (if appropriate) of the facilities and utilities. The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to construction if any discrepancies in existing utility information or conflicts with existing utilities exist. The ENGINEER assumes no responsibility whatever with respect to the sufficiency or accuracy of the information shown on the PLANS and SPECIFICATIONS relative to the location of underground facilities and utilities, nor the manner in which they are removed or adjusted.

It shall be the CONTRACTOR's responsibility prior to construction, to notify all Utility Companies of the intent to begin construction and to verify the actual location of all such facilities and utilities. The CONTRACTOR shall also obtain from the respective Utility Companies the working schedules for removing or adjusting these facilities.

UNSUITABLE SOILS

CONTRACTOR shall maintain pedestrian and vehicular access with the facility manager

CONTRACTOR may limit excavation on any of the surface

Any existing wells encountered the Illinois Water Well Code permits required by JURI

Any existing septic tanks JURISDICTIONAL GOVERNMENT by the CONTRACTOR.

Voids left by any item removed CONTRACTOR.

The CONTRACTOR shall maintain any material containing a County, State and Federal

CONTRACTOR shall develop control procedures prior to JURISDICTIONAL GOVERN

The CONTRACTOR shall maintain sewer and water utilities

The locations of all existing CONTRACTOR and are responsible for their accuracy. Prior to the conditions and proceed with

The CONTRACTOR is responsible for system to remain such that

The parking lot shall be closed for work to be performed.

II.EARTHWORK

STANDARDS

This work shall be completed Transportation, State of

SOIL BORING DATA

Copies of results of soil borings available by the CLIENT

ENGINEER makes no representation given in the

Further, the ENGINEER does not indicated. Neither does the

required to make its own

EARTHWORK CALCULATIONS

The CONTRACTOR understands only and are provided with

has performed his own calculations volumes. The ENGINEER varying field conditions,

CLEARING, GRUBBING AND

The site shall be cleared of damage.

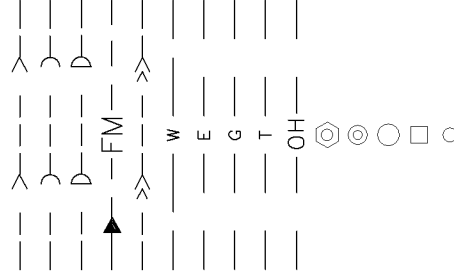
TOPSOIL STORAGE

FAK

STANDARD SYMBOLS

05-01-15

EXISTING



795 20

STORM SEWER
SANITARY SEWER
COMBINED SEWER
FORCEMAIN
DRAIN TILE
WATER MAIN
ELECTRIC
GAS
TELEPHONE
OVERHEAD WIRES
SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
STORM INLET
CLEANOUT

HAY BALES

RIP RAP

VALVE IN VAULT

VALVE IN BOX

FIRE HYDRANT

BUFFALO BOX

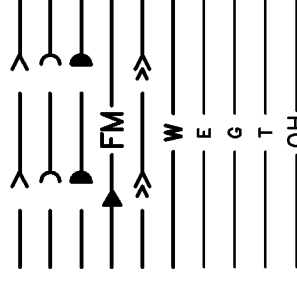
FLARED END SECTION

STREET LIGHT

SUMMIT / LOW POINT

BIM EVALUATION

PROPOSED



795.25

MANHARD CONSULTING, LTD. STANDARD SPECIFICATIONS

GENERAL CONDITIONS

CONTRACTOR acknowledges and agrees that the use and reliance of these Plans and Specifications is sufficient consideration for CONTRACTOR'S covenants stated herein.

DEFINITION OF TERMS

- a. "CLIENT" shall mean _____, which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare Civil Engineering PLANS and SPECIFICATIONS.
- b. "ENGINEER" shall mean Manhard Consulting, Ltd., a Civil Engineering consultant on the subject project.
- c. "PLANS and SPECIFICATIONS" shall mean the Civil Engineering PLANS and SPECIFICATIONS prepared by the ENGINEER, which may be a part of the contract documents for the subject project.
- d. "CONTRACTOR" shall mean any person or entity performing any work described in the PLANS and SPECIFICATIONS.
- e. "JURISDICTIONAL GOVERNMENTAL ENTITY" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project.

INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the PLANS and SPECIFICATIONS is to set forth certain requirements of performance, type of equipment and structures, and standards of materials and construction. They may also identify labor and materials, equipment and transportation necessary for the proper execution of the work but are not intended to be infinitely determined so as to include minor items obviously required as part of the work. The PLANS and SPECIFICATIONS require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omissions of specific references to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the SPECIFICATIONS shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

INTERPRETATION OF PLANS AND SPECIFICATIONS

- a. The CLIENT and/or CONTRACTOR shall promptly report any errors or ambiguities in the PLANS and SPECIFICATIONS to the ENGINEER. Questions as to meaning of PLANS and SPECIFICATIONS shall be interpreted by the ENGINEER, whose decision shall be final and binding on all parties concerned.
- b. The ENGINEER will provide the CLIENT with such information as may be required to show revised or additional details of construction.
- c. Should any discrepancies or conflicts on the PLANS or SPECIFICATIONS be discovered either prior to or after award of the contract, the ENGINEER's attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the CLIENT nor the CONTRACTOR may take advantage of any error or omissions in the PLANS and SPECIFICATIONS. The ENGINEER will provide information when errors or omissions are discovered.

GOVERNING BODIES

All works herein proposed shall be completed in accordance with all requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these SPECIFICATIONS. If a discrepancy is noted between the PLANS and SPECIFICATIONS and requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, the CLIENT and/or the CONTRACTOR shall immediately notify the ENGINEER in writing.

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It shall be the CONTRACTOR's responsibility prior to construction, to notify all Utility Companies of the intent to begin construction and to verify

I. DEMOLITION

The CONTRACTOR shall coordinate with the utility company concerning prior removal and/or relocation activities with the contract documents. Except for Prior to demolition occurring, all erosion All existing utility lines and conduits located drives, on-site roads, parking lots or sidewalks, utility lines located under landscape are The CONTRACTOR is responsible for structures, pads, walls, flumes, foundations can be constructed. All demolition work undercut to suitable material and brought The CONTRACTOR is responsible for Electrical, telephone, cable, water, fiber utility company.

CONTRACTOR must protect the public Continuous access shall be maintained All fire access lanes within the project The CONTRACTOR shall coordinate with improvements and to ensure adequate CONTRACTOR shall be responsible for associated with water main shut offs with

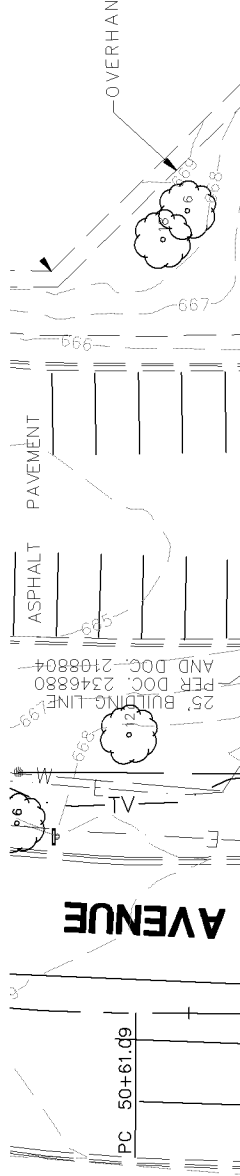
CONTRACTOR shall maintain all existing and safe pedestrian and vehicular traffic and utility interruptions with the facility CONTRACTOR may limit saw-cut and damage is incurred on any of the surro

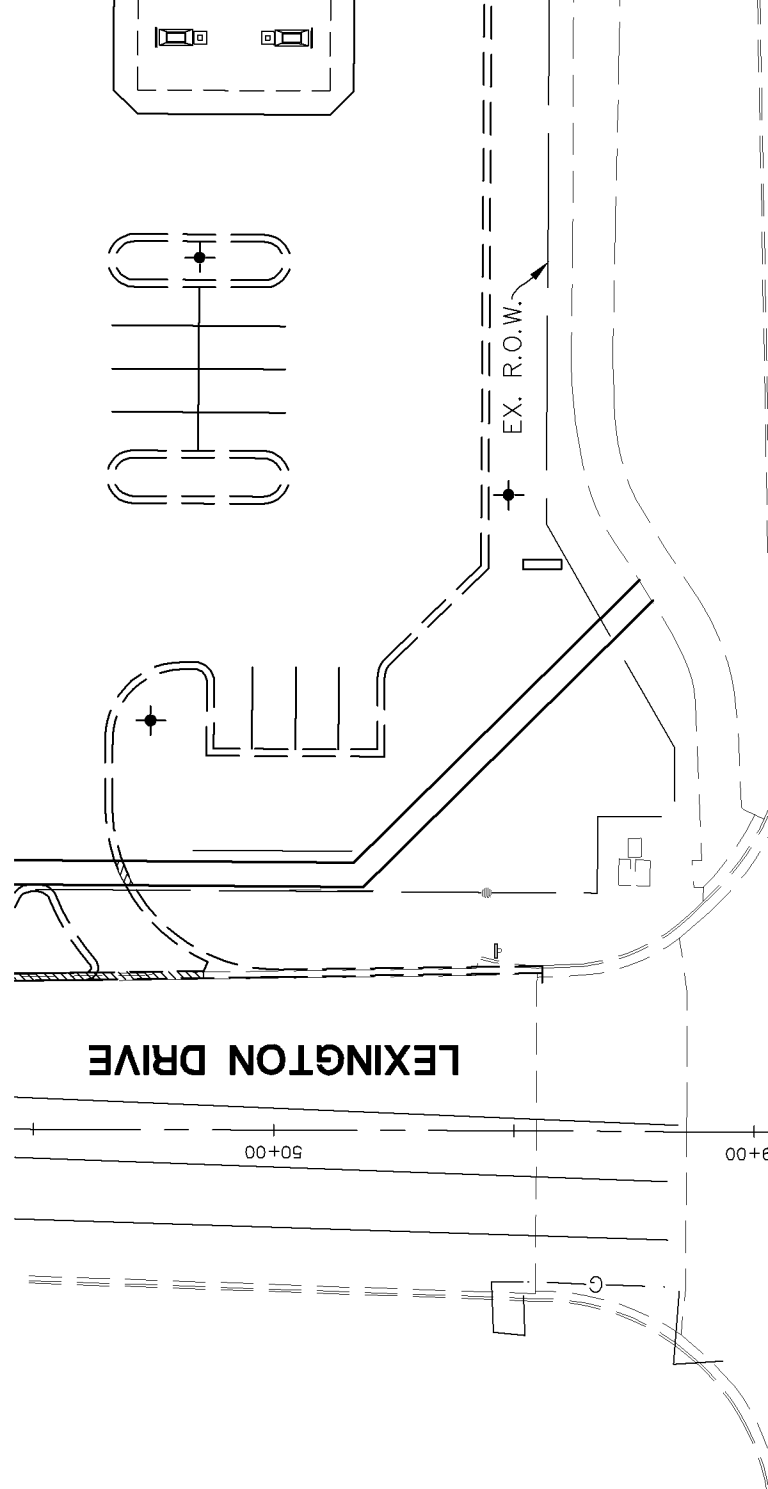
Any existing wells encountered shall be (latest edition) of the Illinois Water Well responsible for obtaining all permits req

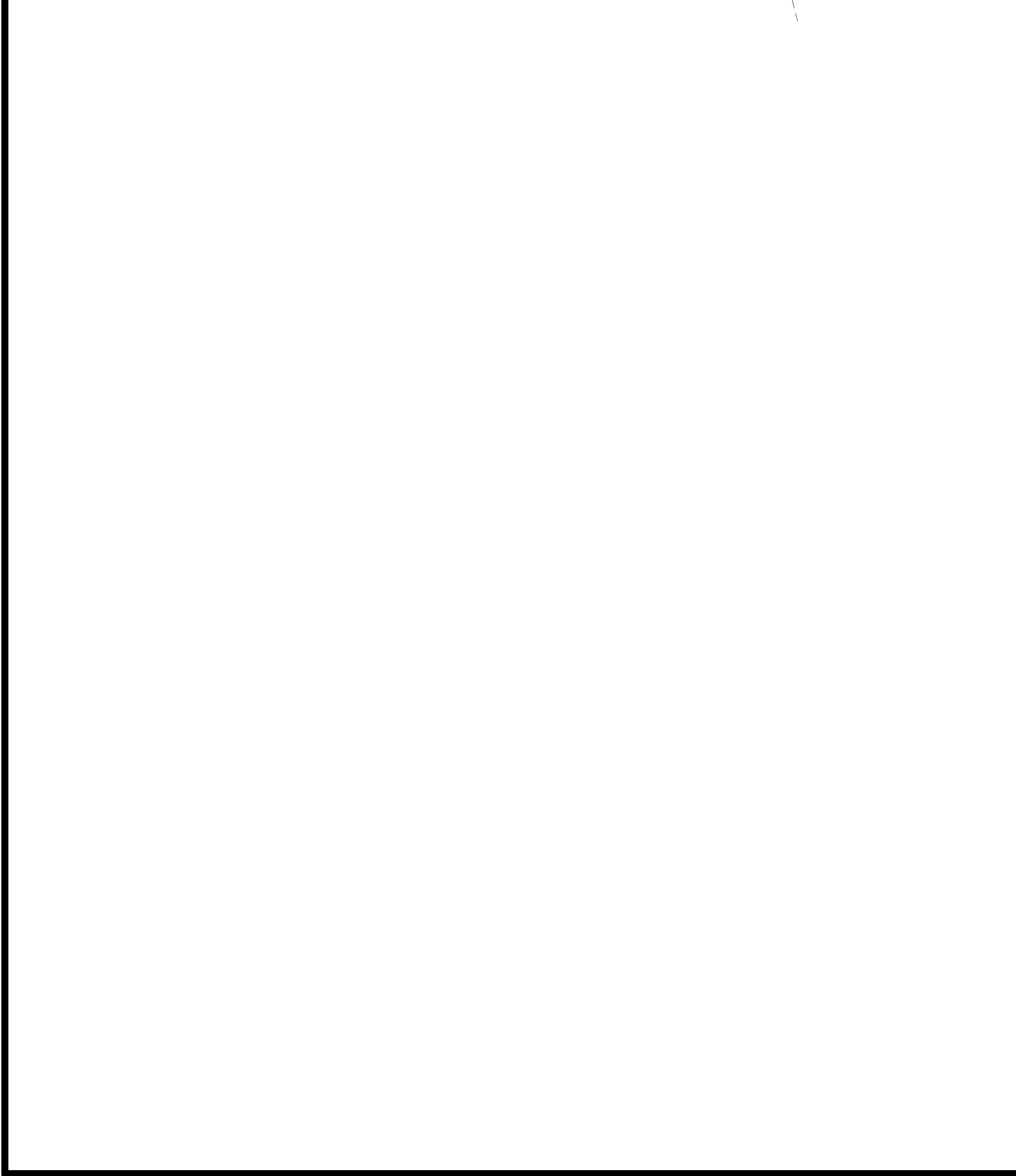
Any existing septic tanks and grease traps accordance with JURISDICTIONAL GO from the site and disposed of by the CC Voids left by any item removed under a by the CONTRACTOR.

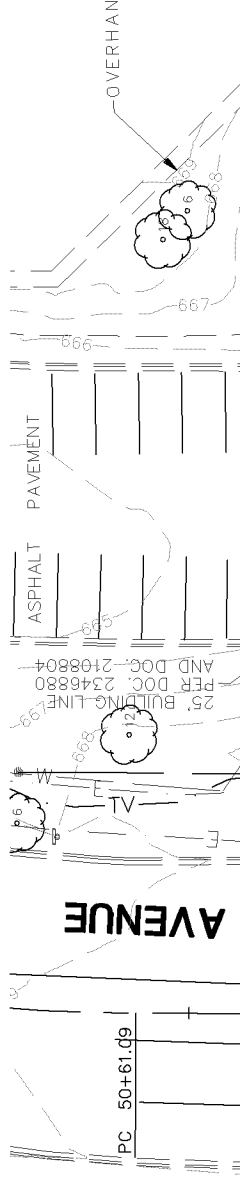
The CONTRACTOR shall be responsible Any material containing asbestos found accordance with County, State and Fed CONTRACTOR shall develop and impl of dust control procedures prior to dem satisfaction of the JURISDICTIONAL G

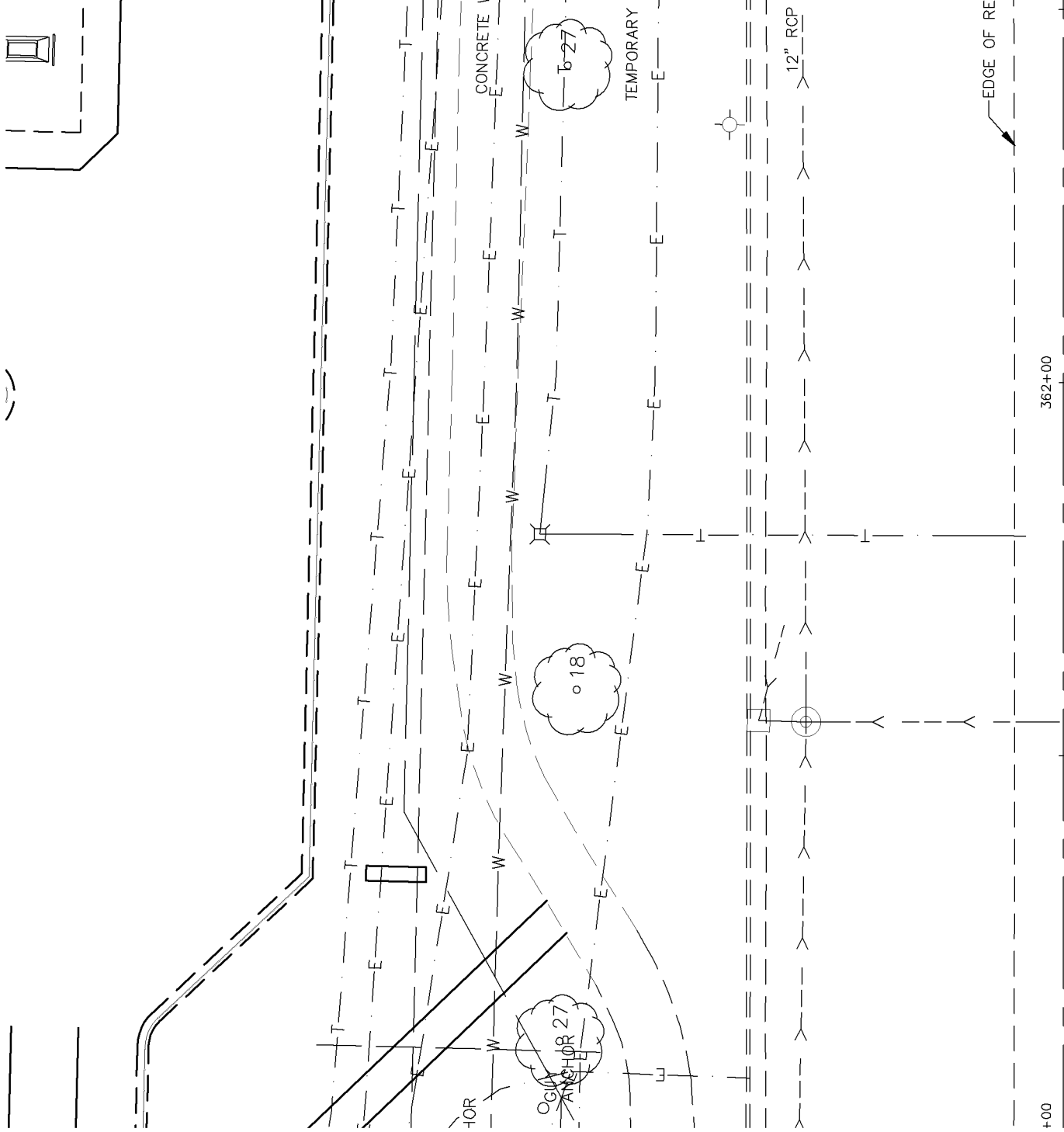
The CONTRACTOR shall coordinate al sanitary sewer and water utilities as new The locations of all existing utilities sho CONTRACTOR and are not to be inter responsibility for their accuracy. Prior to utilities and shall verify existing conditio







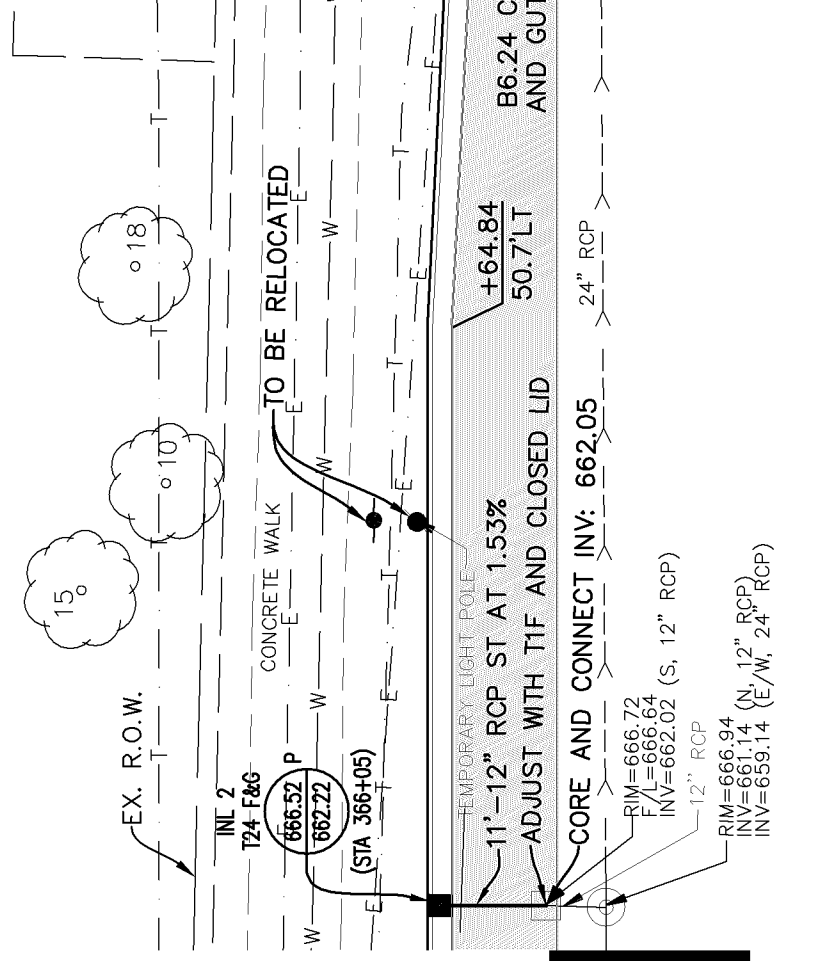


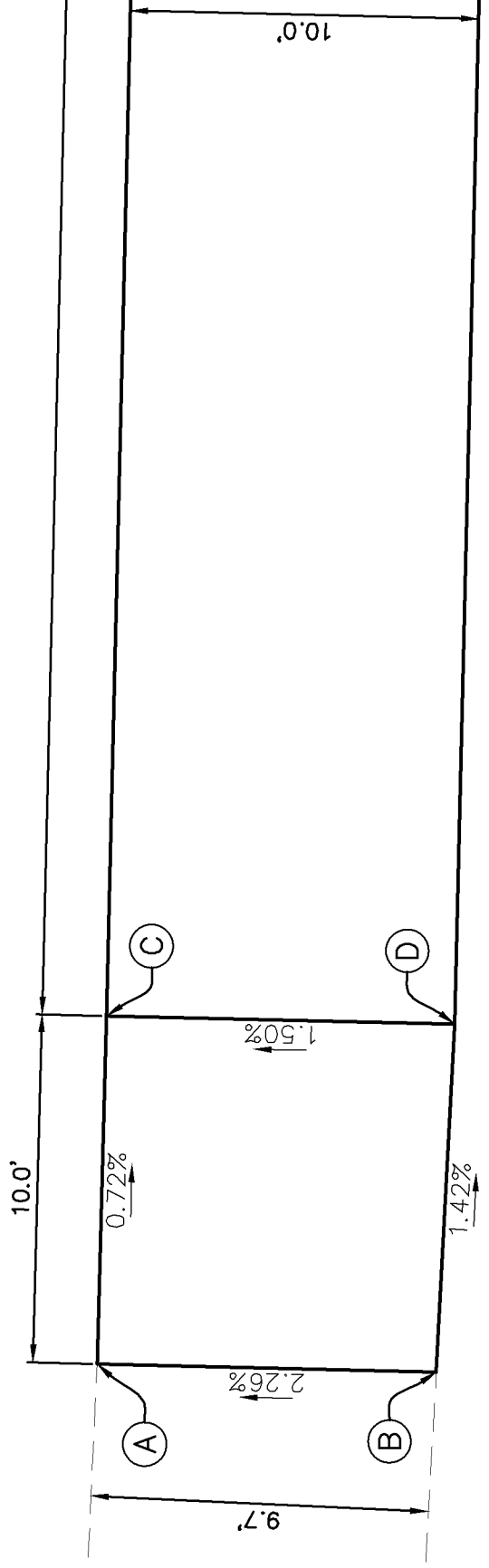


ROAD

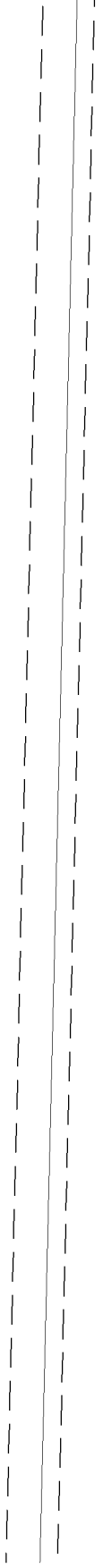
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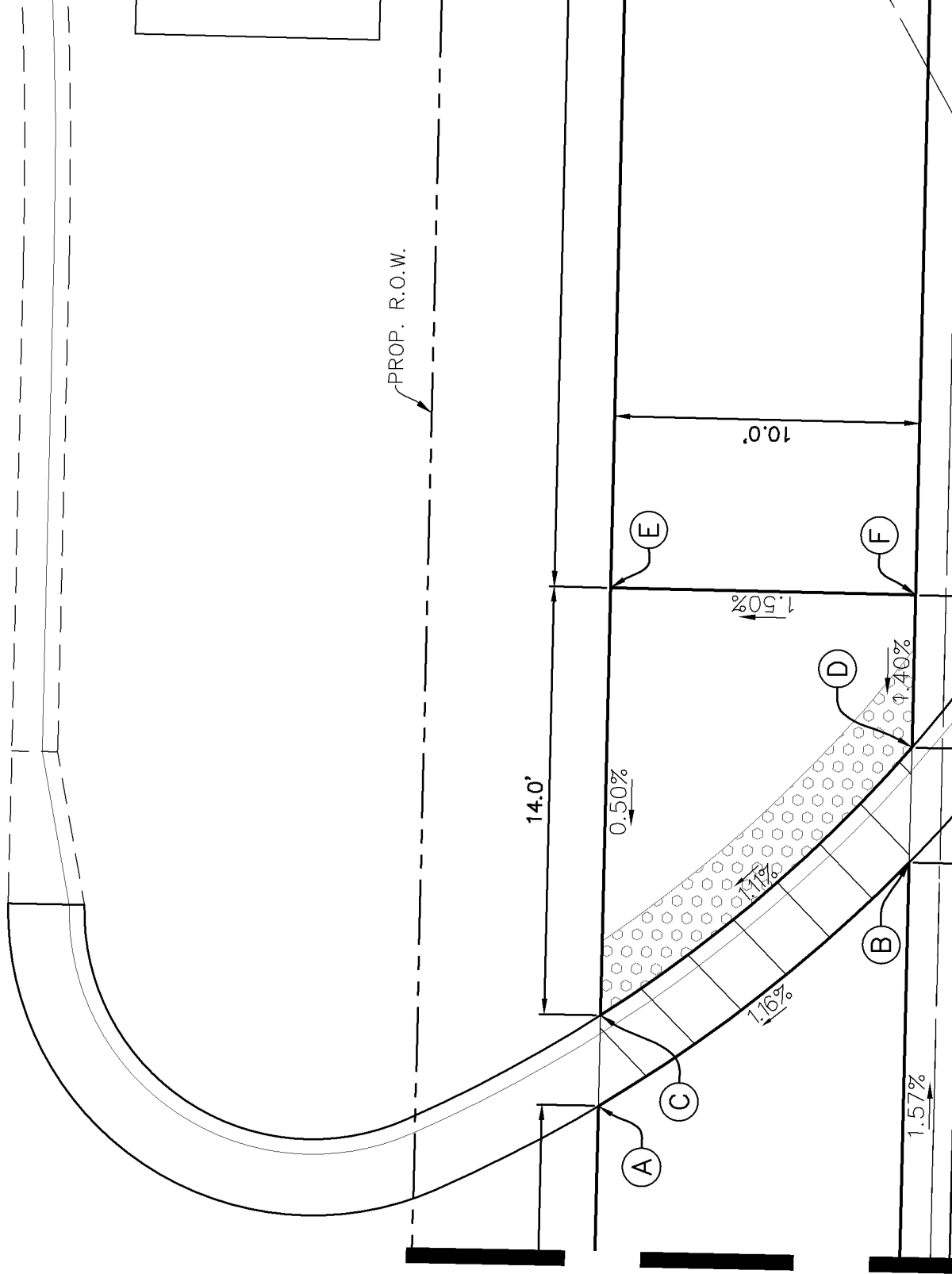


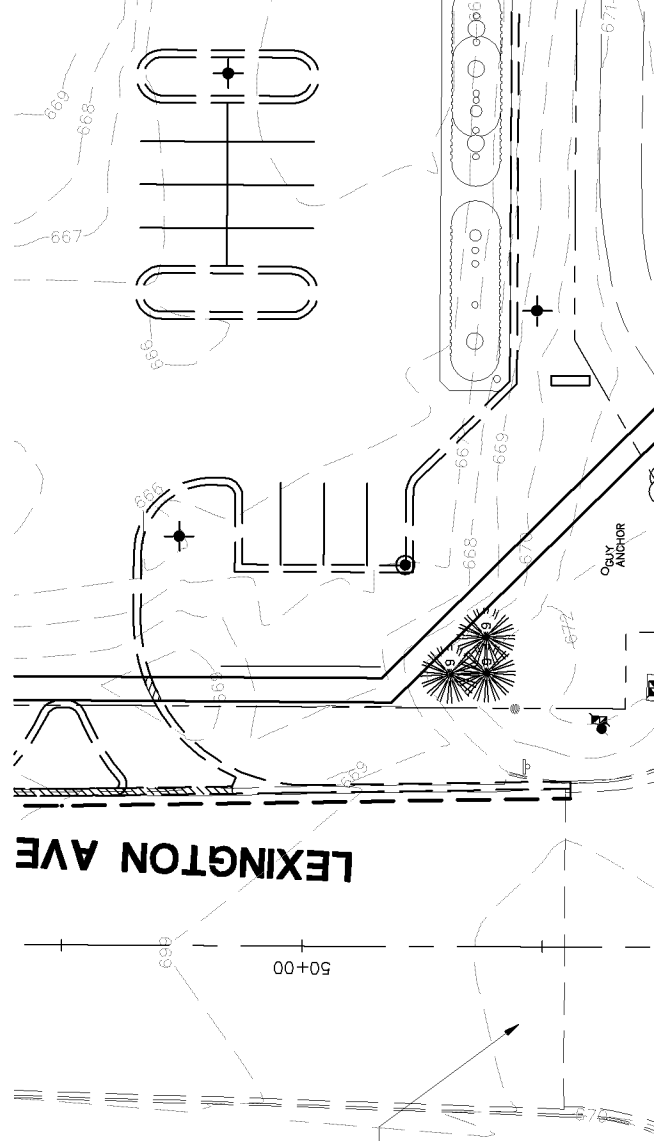


EX. R.O.W.



LAKE COOK ROAD
SEE SHEET 10





LEXINGTON AVE

S. LINE WEST 1/2 OF THE SW 1/4 OF SEC-34-43-11

50+00

ANCHOR

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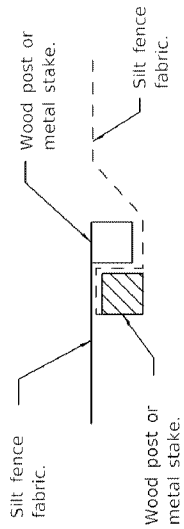
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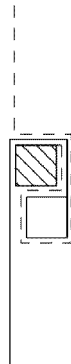
826

827



Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

STEP 1

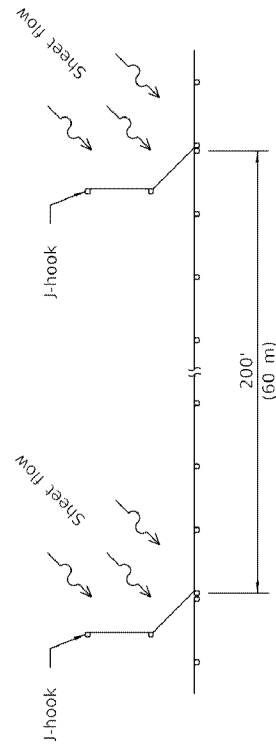


Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.

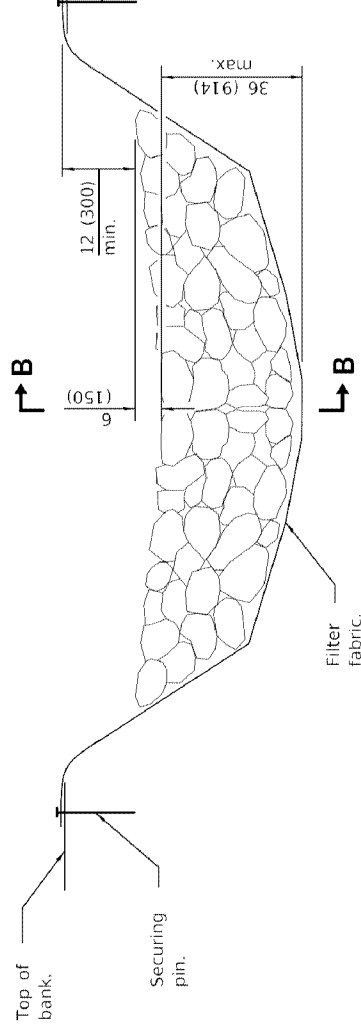
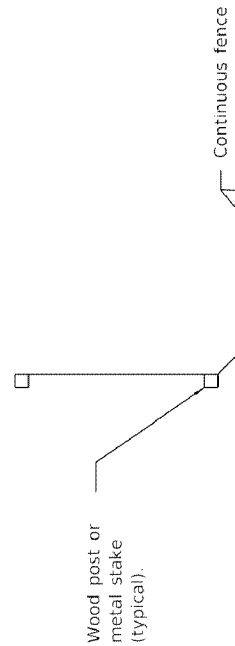
STEP 2

ATTACHING TWO SILT FILTER FENCES

(Not applicable for J-hooks)

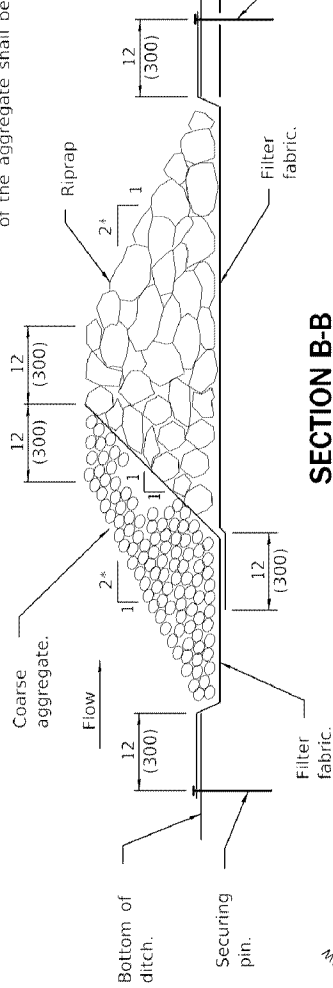


SILT FILTER J-HOOK PLACEMENT



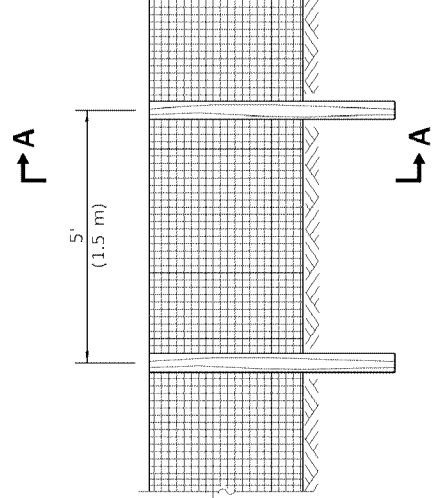
ELEVATION

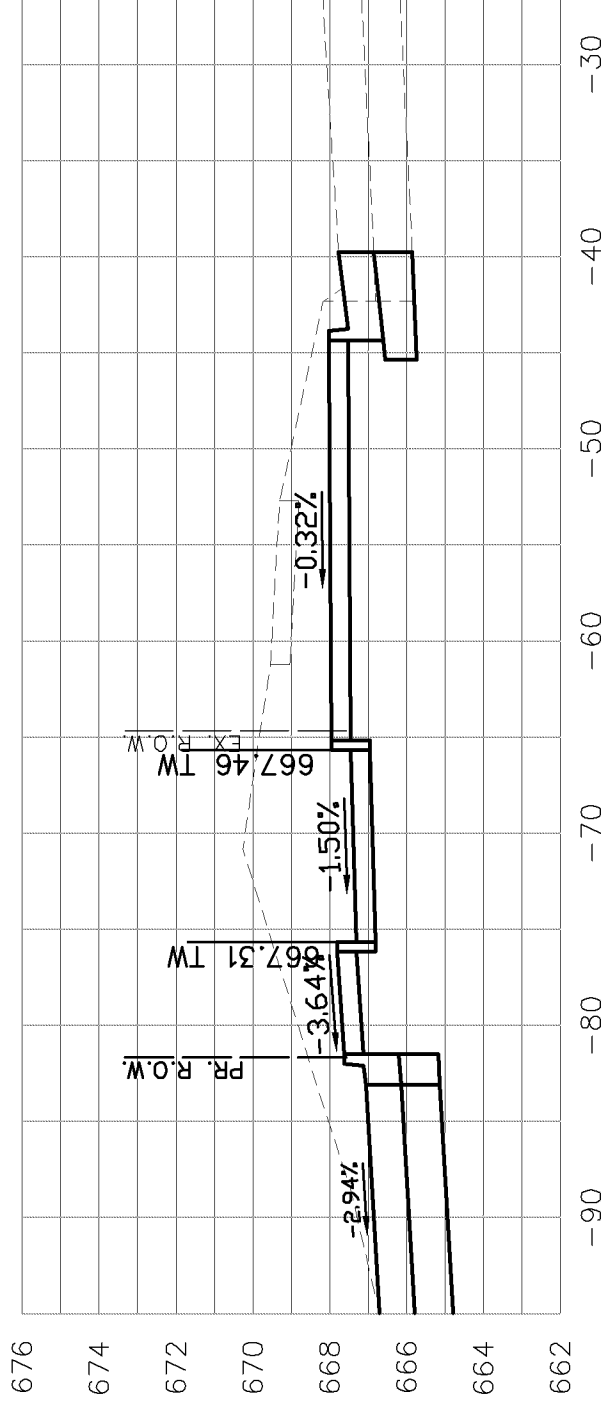
* When the ditch check is clear zone and the road traffic, the traffic approach of the aggregate shall be

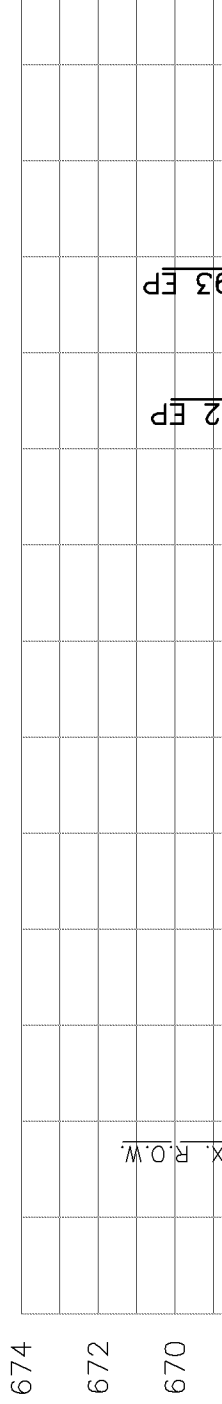
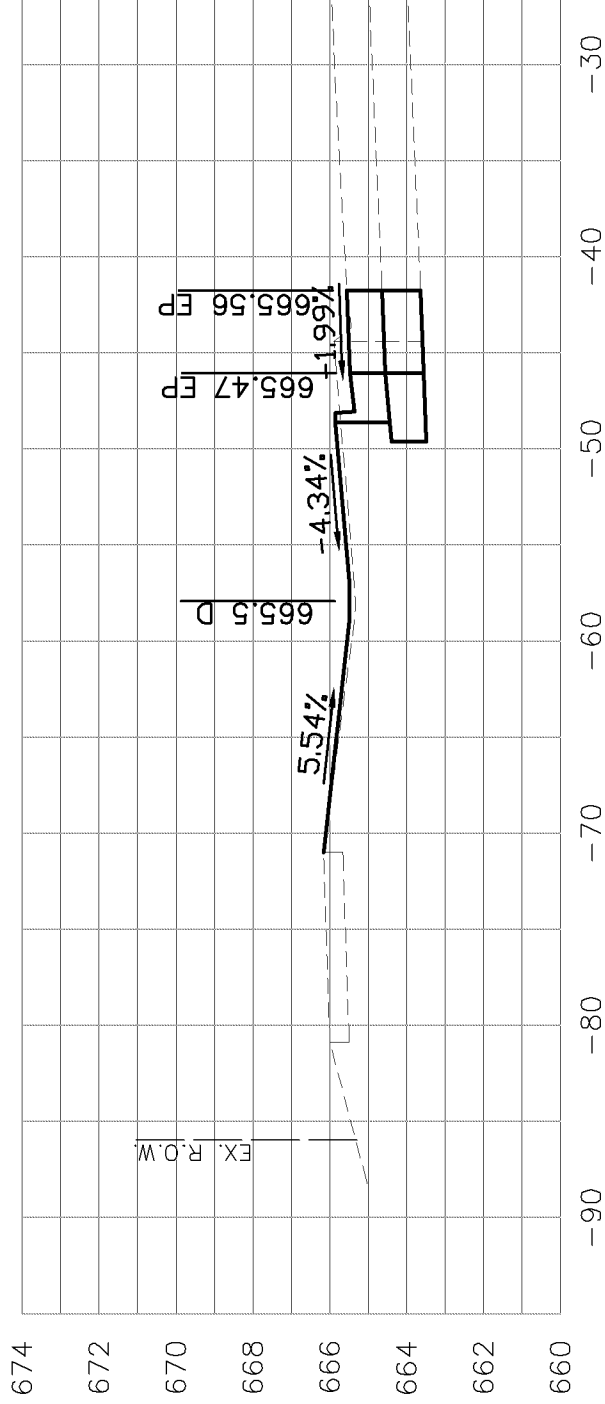


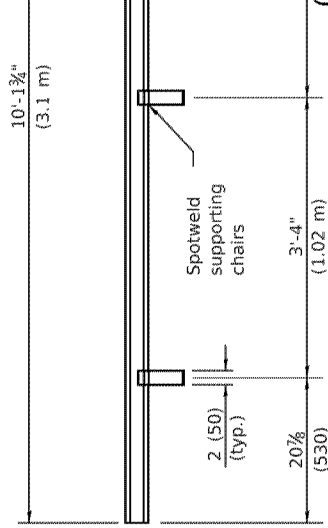
SECTION B-B

AGGREGATE DITCH CHECK

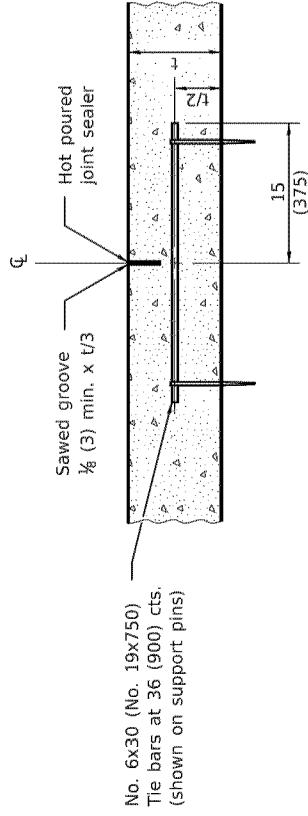




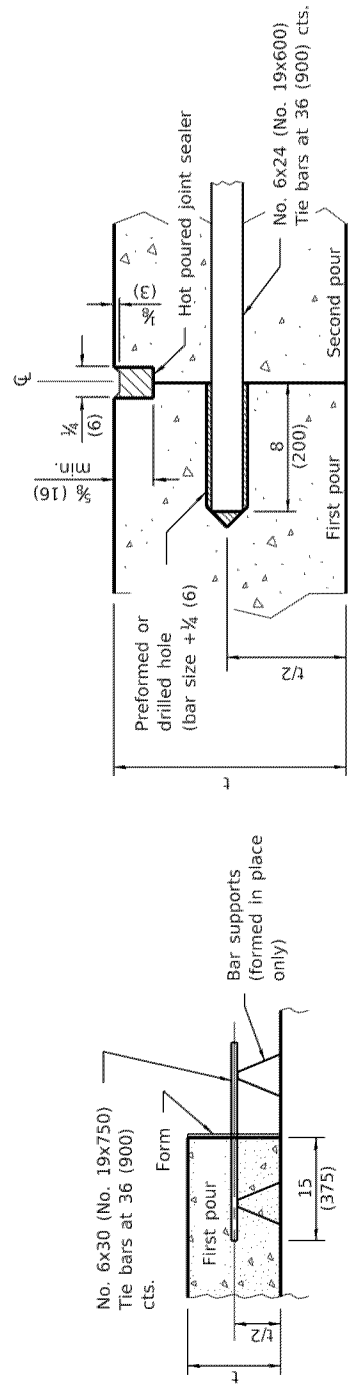




TYPE C METAL JOINT



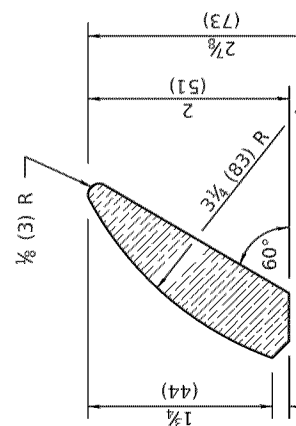
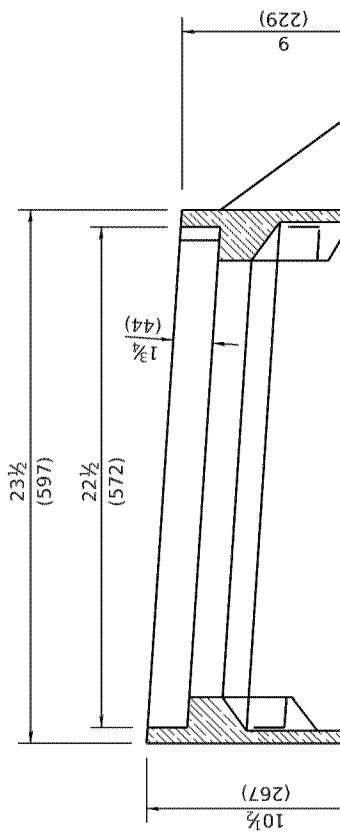
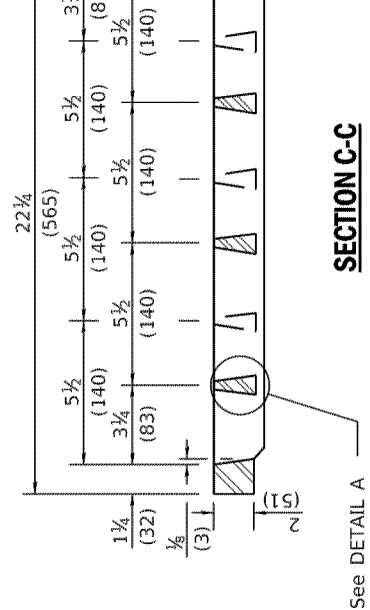
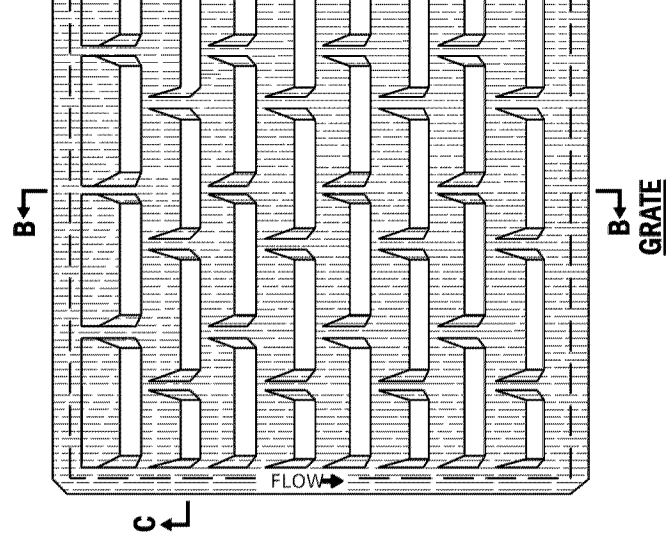
LONGITUDINAL SAWED JOINT

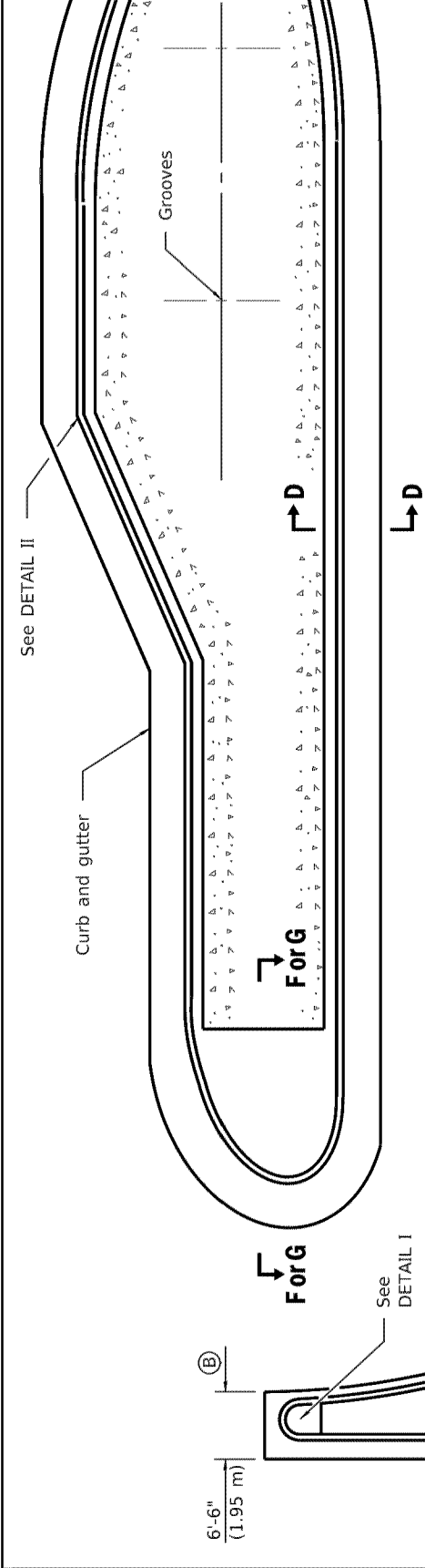


LONGITUDINAL KEYED JOINT

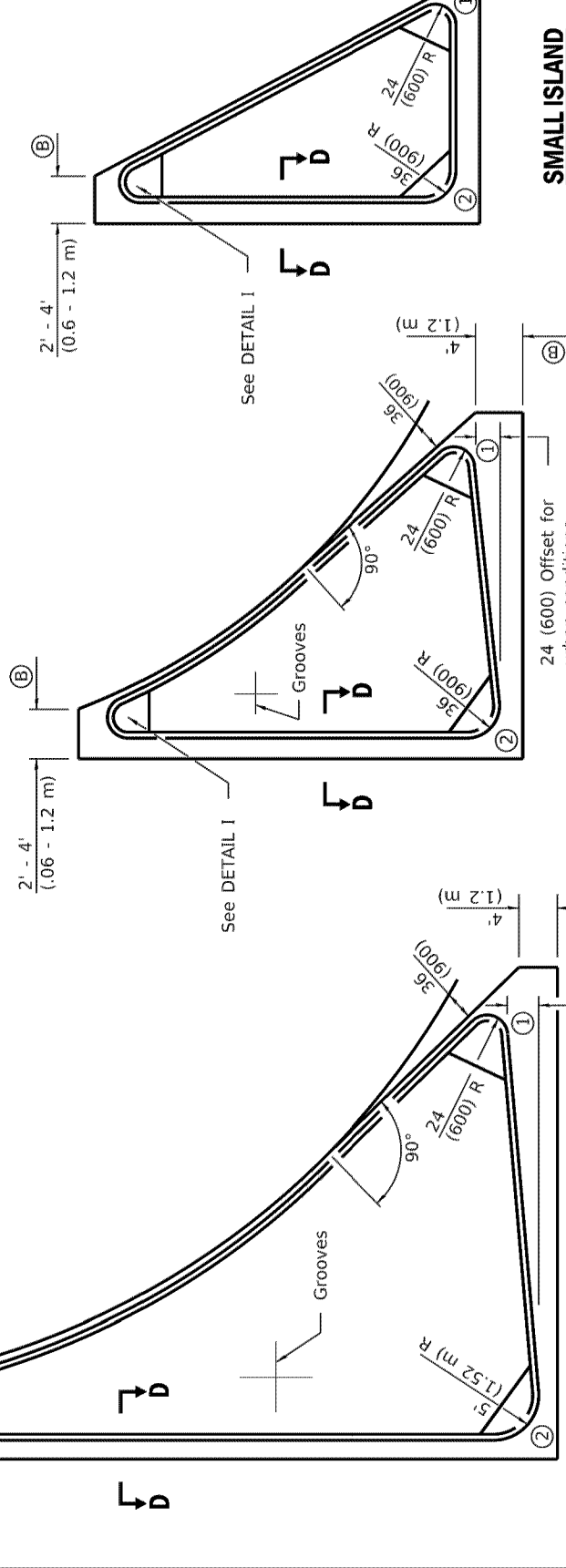
* 8 (203) min. pavement thickness for keyed joints.

LONGITUDINAL CONSTRUCTION JOINT





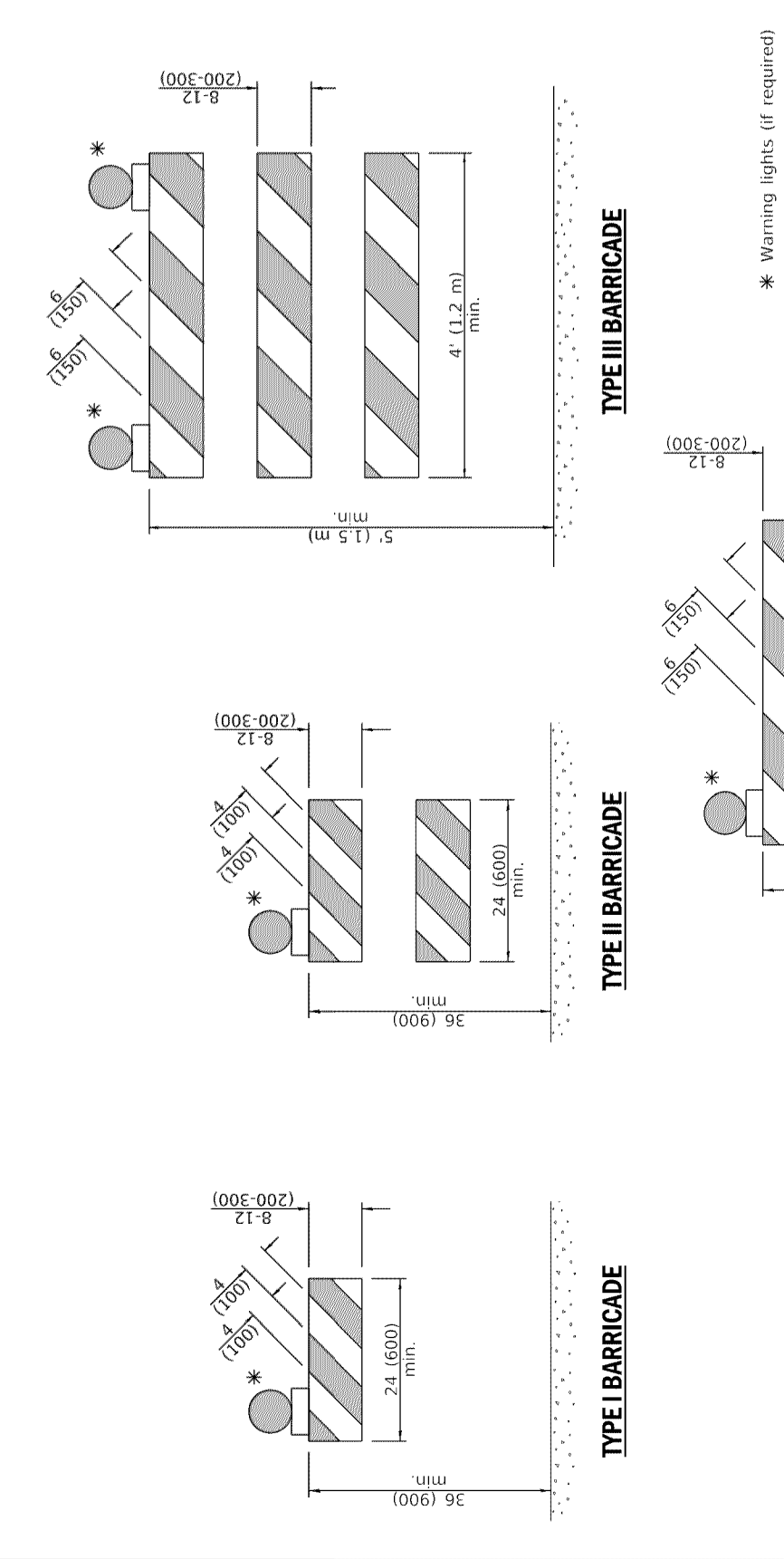
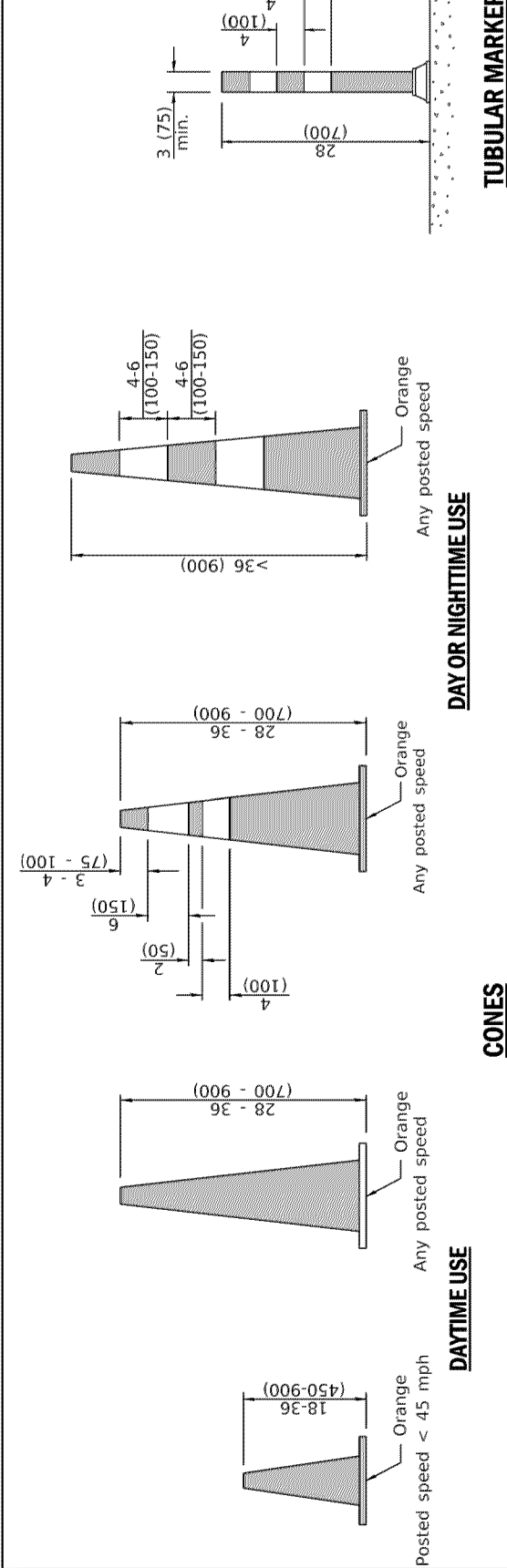
TYPICAL PLAN OF MEDIAN ISLAND
(SEE SHEET 2 FOR DETAILS OF RAMPED NOSES)



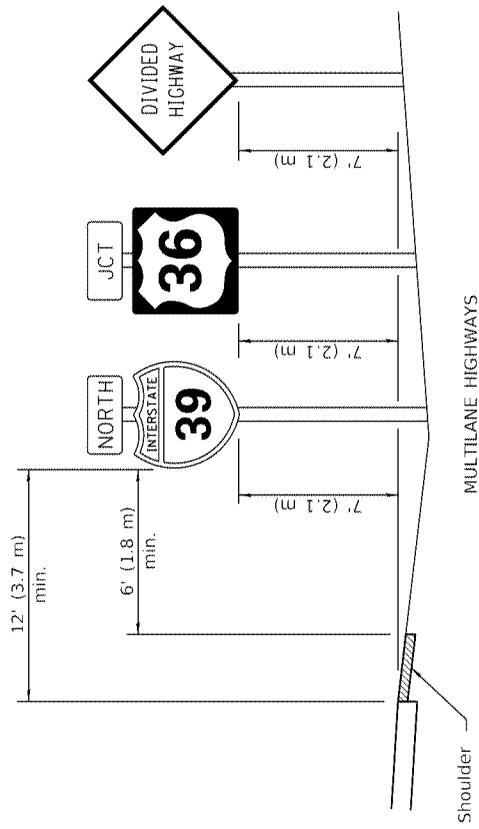
TYPICAL PLANS OF CORNER ISLANDS
(SEE SHEET 2 FOR DETAILS OF RAMPED NOSES)

TYPICAL PLANS OF CORNER ISLANDS
(SEE SHEET 2 FOR DETAILS OF RAMPED NOSES)

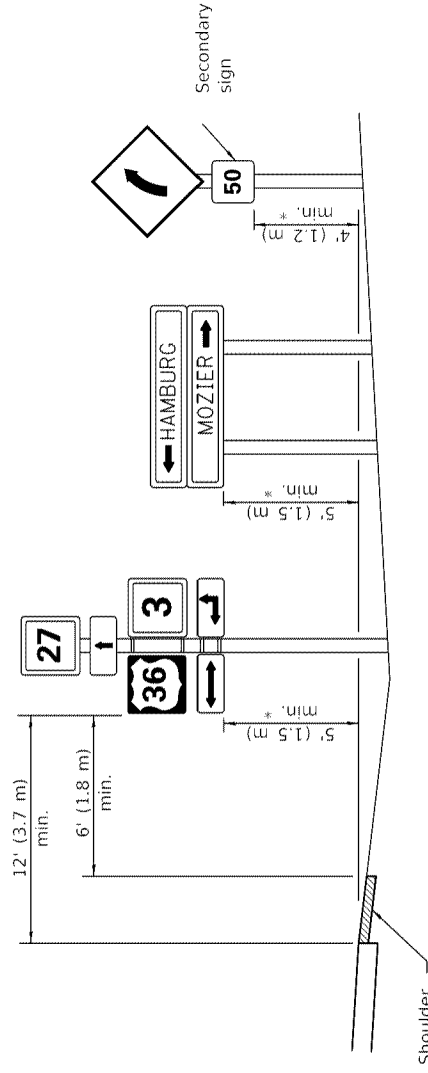




* Warning lights (if required)

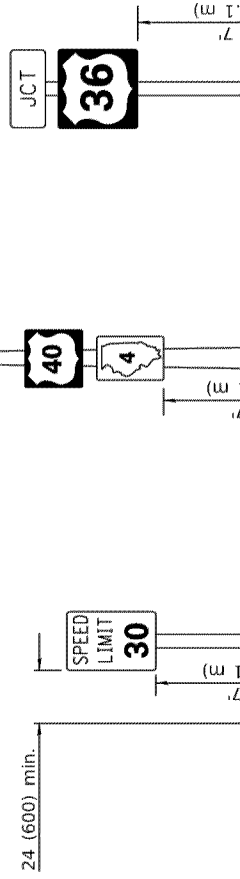


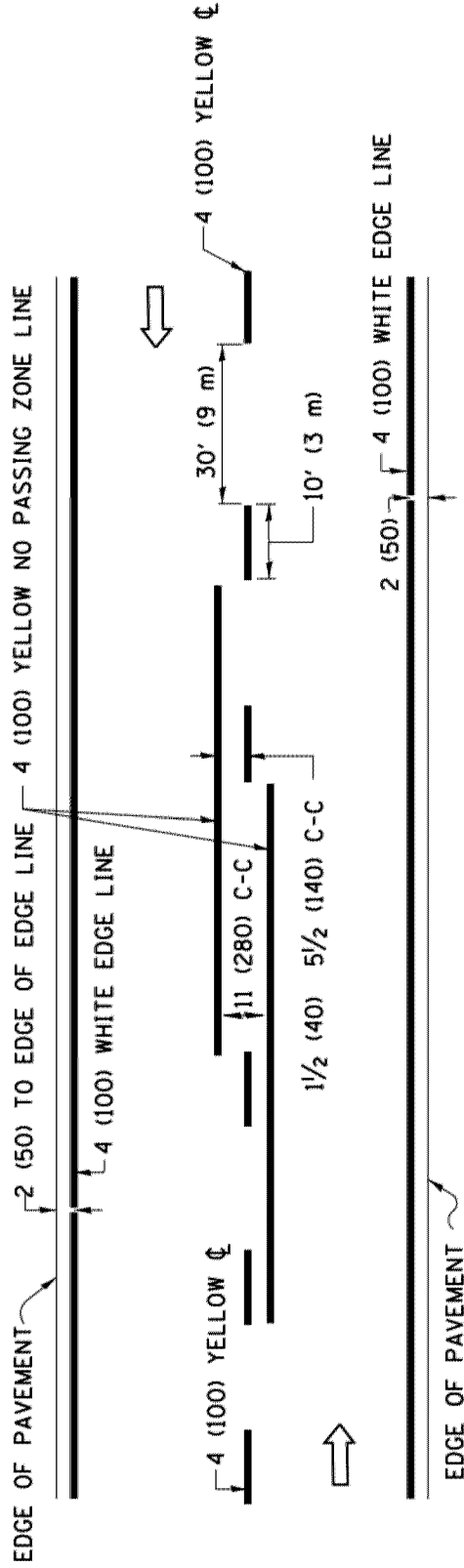
MULTILANE HIGHWAYS



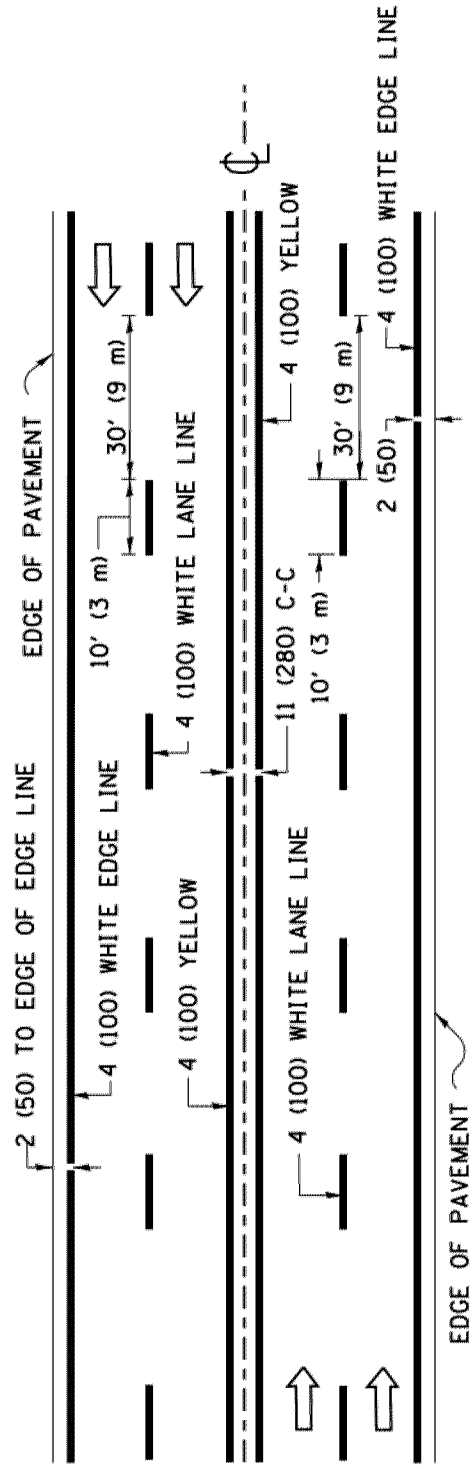
* In any area where parking is likely to occur or where there are obstructions to view or where signs are located over sidewalks, the height shall be at least 7' (2.1 m).

TWO LANE RURAL HIGHWAYS

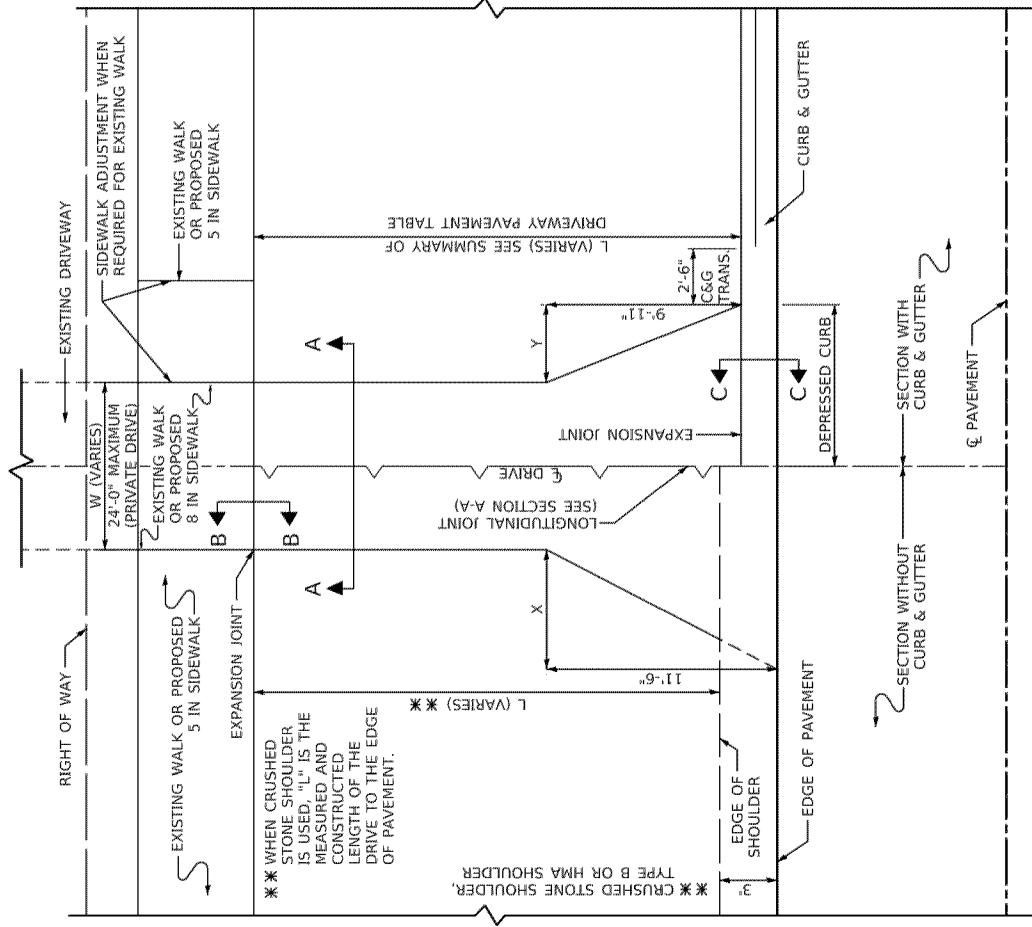
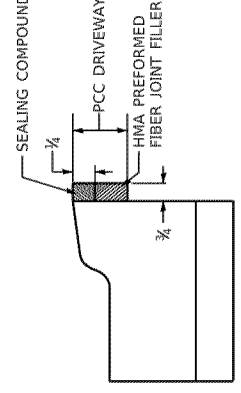
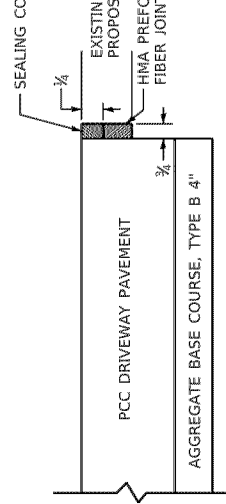
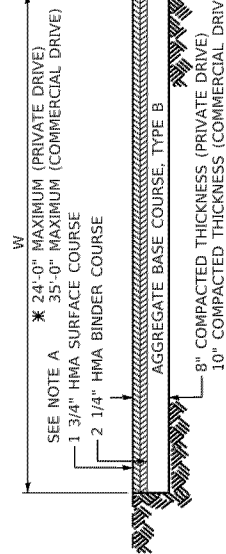
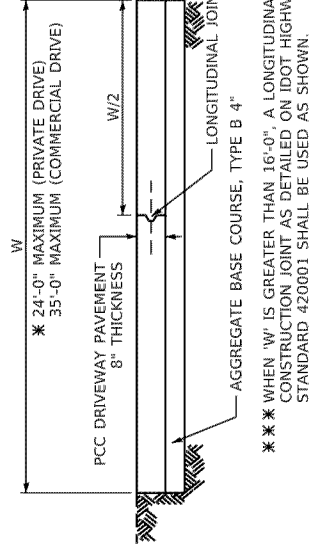




2-LANE ROADWAY



MULTI-LANE UNDIVIDED

[illegible]

**SPECIAL PROVISION
FOR
DETECTABLE WARNINGS (SPECIAL), CAST IRON**

Effective: 10/01/18 (Modification of IDOT D1 Special Provision for Detectable Warnings (Special) in City of Chicago)
Revised: n/a

Description:

Work under this item shall consist of installing cast iron detectable warning tiles as shown in plans. Work shall be performed according to Section 424 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, except as modified.

Materials:

Detectable warning tiles shall be cast iron, of uniform quality, and free of surface defects. Detectable warnings shall meet requirements of ASTM A 48 Class 30 or better.

The dome size and spacing of the cast iron detectable warnings shall meet all requirements of sections R305.1.1 and R305.1.2 of PROWAG.

The color of the detectable warning tiles is to be approved by the Engineer unless otherwise specified in the plans and comply with the requirements of section R305.1.3 of PROWAG.

If a concrete border is required for installation of the cast iron detectable warnings, it shall comply with section R305.2 of PROWAG.

Responsibility of the Contractor:

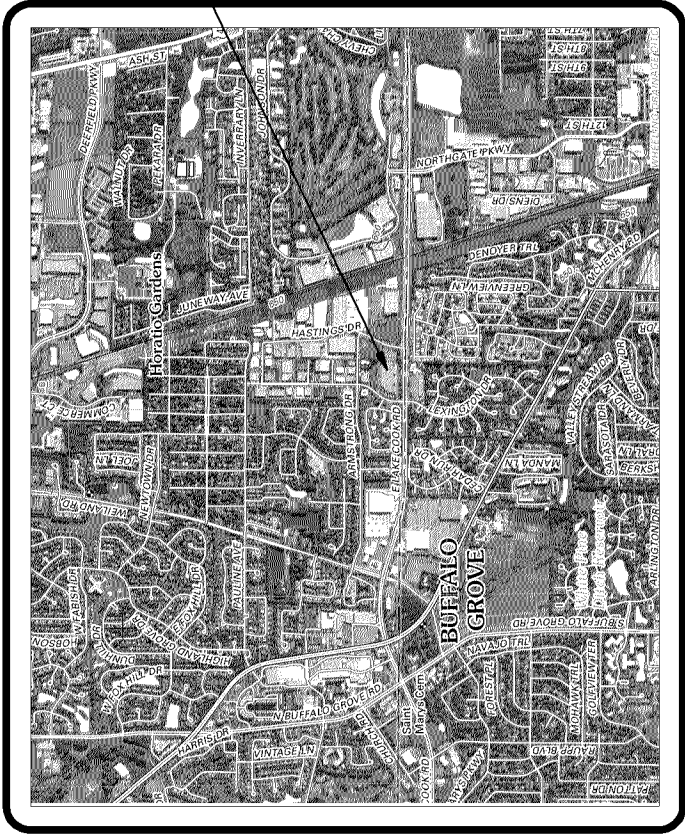
The contractor shall verify all dimensions with the product manufacturer. If using radial tiles, the contractor shall verify that the radius of the detectable warnings supplied by the manufacturer matches that of the curb radius.

The contractor shall ensure that the supplied detectable warnings allow placement of the tiles of domes that are aligned parallel with the path of travel. Where detectable warnings are used, dome orientation is not significant.

The contractor shall ensure a maximum vertical transition of 1/4" between the edge of the detectable warnings and adjacent concrete.

Measurement and Payment:

SITE

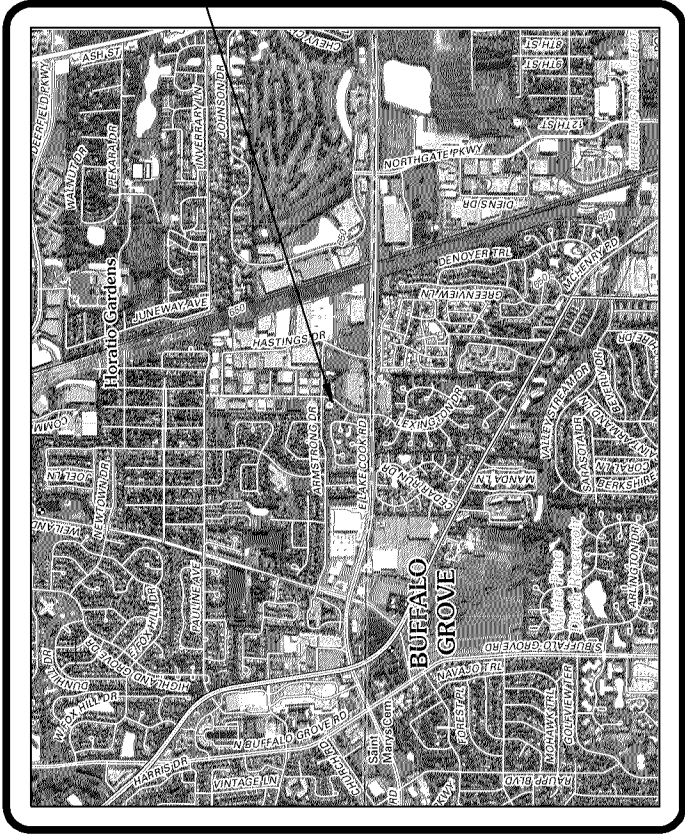


VICINITY MAP



GRAPHIC SCALE - FEET

SITE



VICINITY MAP



40 0 40 80

GRAPHIC SCALE - FEET

BASIS OF BEARING

HELD RECORD BEARING ALONG THE NORTH LINE OF LOT 1

STORM WATER INFRASTRUCTURE MAINTENANCE PROVISIONS

THE OWNER OF LOT 1 SHALL BE RESPONSIBLE FOR INSPECTION AND MAINTENANCE OF THE CONTECH CDS (STORMWATER QUALITY) STRUCTURE LOCATED IMMEDIATELY SOUTH OF THE LOT 1 AUTO FUELING CANOPY. THE LOT 1 OWNER SHALL FOLLOW CONTECH MANUFACTURER RECOMMENDATIONS REGARDING INSPECTION AND MAINTENANCE SCHEDULE. THIS INCLUDES THE FOLLOWING STEPS:

- PERFORMING VISUAL INSPECTIONS OF THE STRUCTURE TWO (2) TIMES PER YEAR (SPRING AND FALL).
- CLEANING STRUCTURE WHEN 75% CAPACITY OF SUMP IS FILLED WITH SEDIMENT

SHEET 2 OF 2

OWNER AND NOTARY CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____ ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ALSO, THIS IS TO CERTIFY THAT TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, THE SUBDIVISION LIES IN THE FOLLOWING SCHOOL DISTRICTS:

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____ A.D., 20_____.

BY: _____

TITLE: _____

ATTEST.

ENGINEER'S SURFA

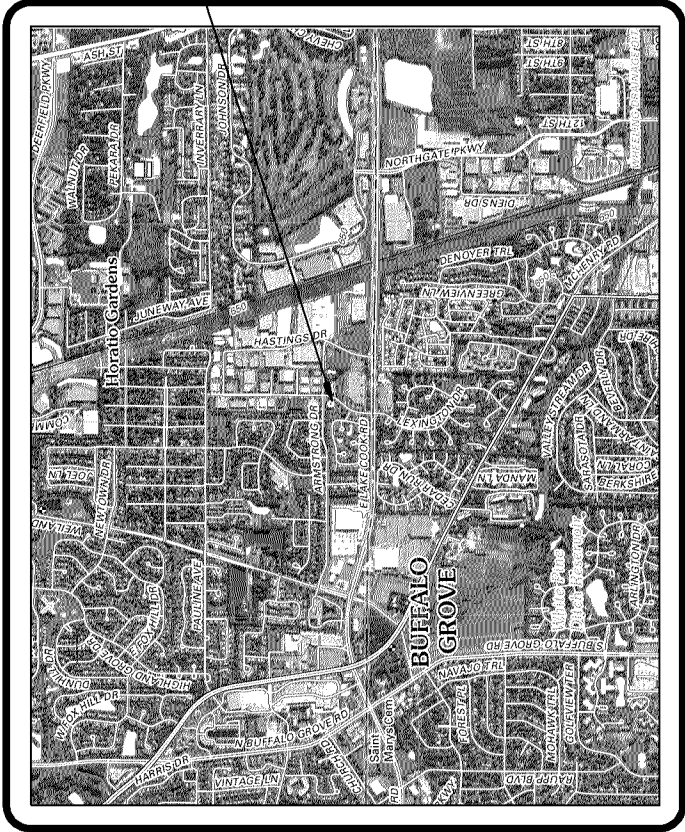
STATE OF ILLINOIS)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT I, A REGISTERED PROFESSIONAL ENGINEER, OF MY KNOWLEDGE AND BELIEF, CONSTRUCTION OF SUCH SUBDRAINAGE WILL BE CHANGED, A DIVERSION OF SUCH SURFACE HAS THE RIGHT TO USE, AND THE PROPERTY OF ADJOINING LAND TO THE ADJOINING PROPERTY

DATED THIS _____ DAY OF _____

BY: _____

SITE



VICINITY MAP



40 0 40 80

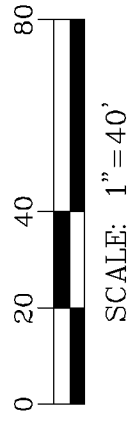
GRAPHIC SCALE - FEET

BASIS OF BEARING

HELD RECORD BEARING ALONG THE NORTH LINE OF LOT 1

ACCESS EASEMENT PROVISIONS

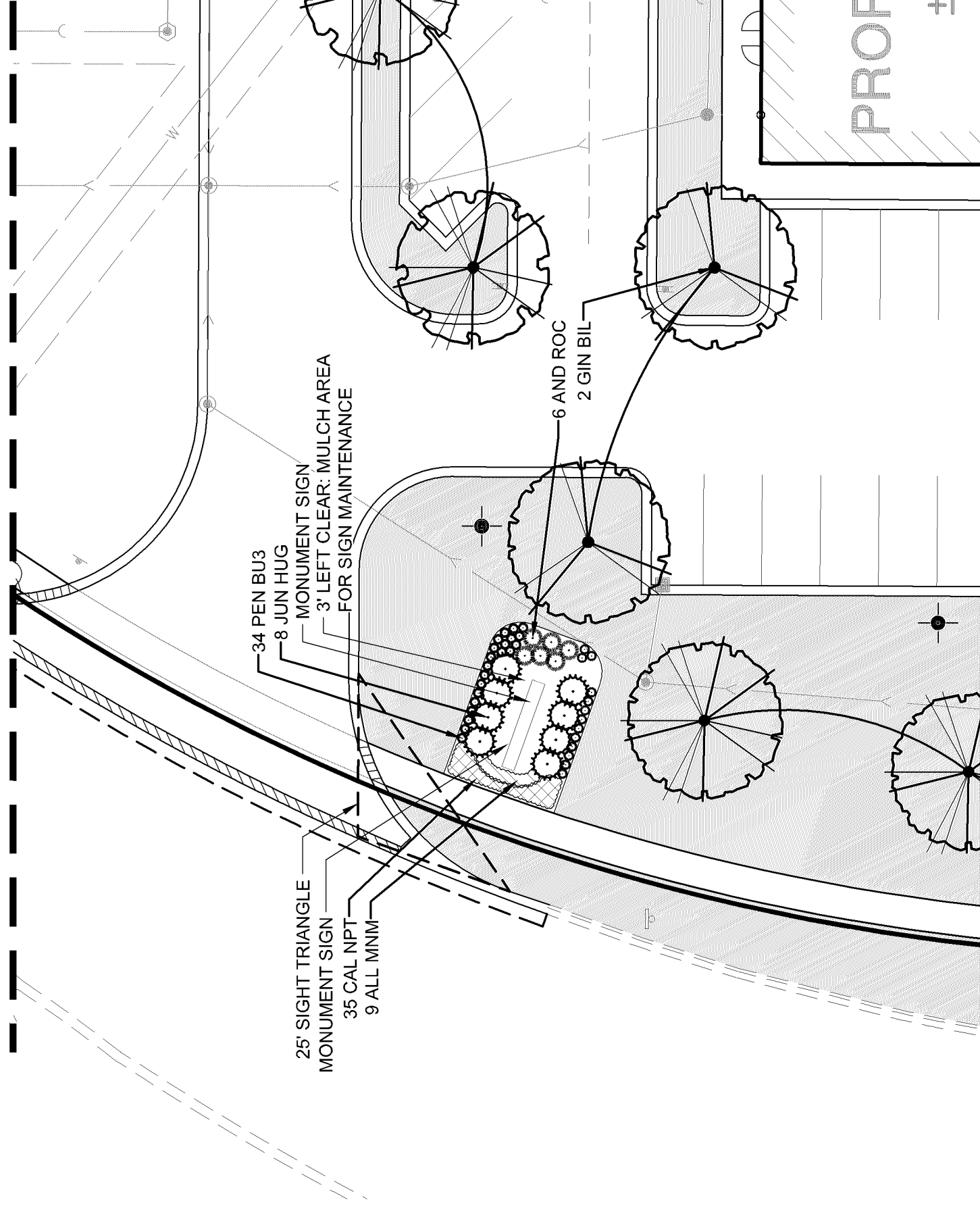
A PERMANENT, NON-EXCLUSIVE ACCESS EASEMENT IS HEREBY GRANTED FOR ENTRANCE, INGRESS, EGRESS, AND PASSAGEWAY FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER, THROUGH AND ACROSS ANY AND ALL DRIVEWAYS, ROADWAYS, ACCESS POINTS AS DEPICTED HEREON AND REFERENCE AS "ACCESS EASEMENT" TO PROVIDE FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS BETWEEN ALL PORTIONS OF THE PROPERTY AND THE ADJACENT PROPERTY TO AND FROM ALL ABUTTING STREETS OR RIGHTS OF WAY FURNISHING ACCESS TO THE PROPERTY AND ADJACENT PROPERTY INCLUDING ALL SIDEWALKS, WALKWAYS, AND PEDWAYS (COLLECTIVELY, THE "ACCESS EASEMENT"). THE ACCESS EASEMENT SHALL BE FOR THE PURPOSE OF ACCESSING THE PROPERTIES FOR THE CONDUCT OF BUSINESS THEREUPON AND SHALL IN NO EVENT INCLUDE RIGHTS OR PARKING FOR DELIVERY OR TRUCK PARKING, EMPLOYEE OR CUSTOMER PARKING, OR OVERNIGHT PARKING

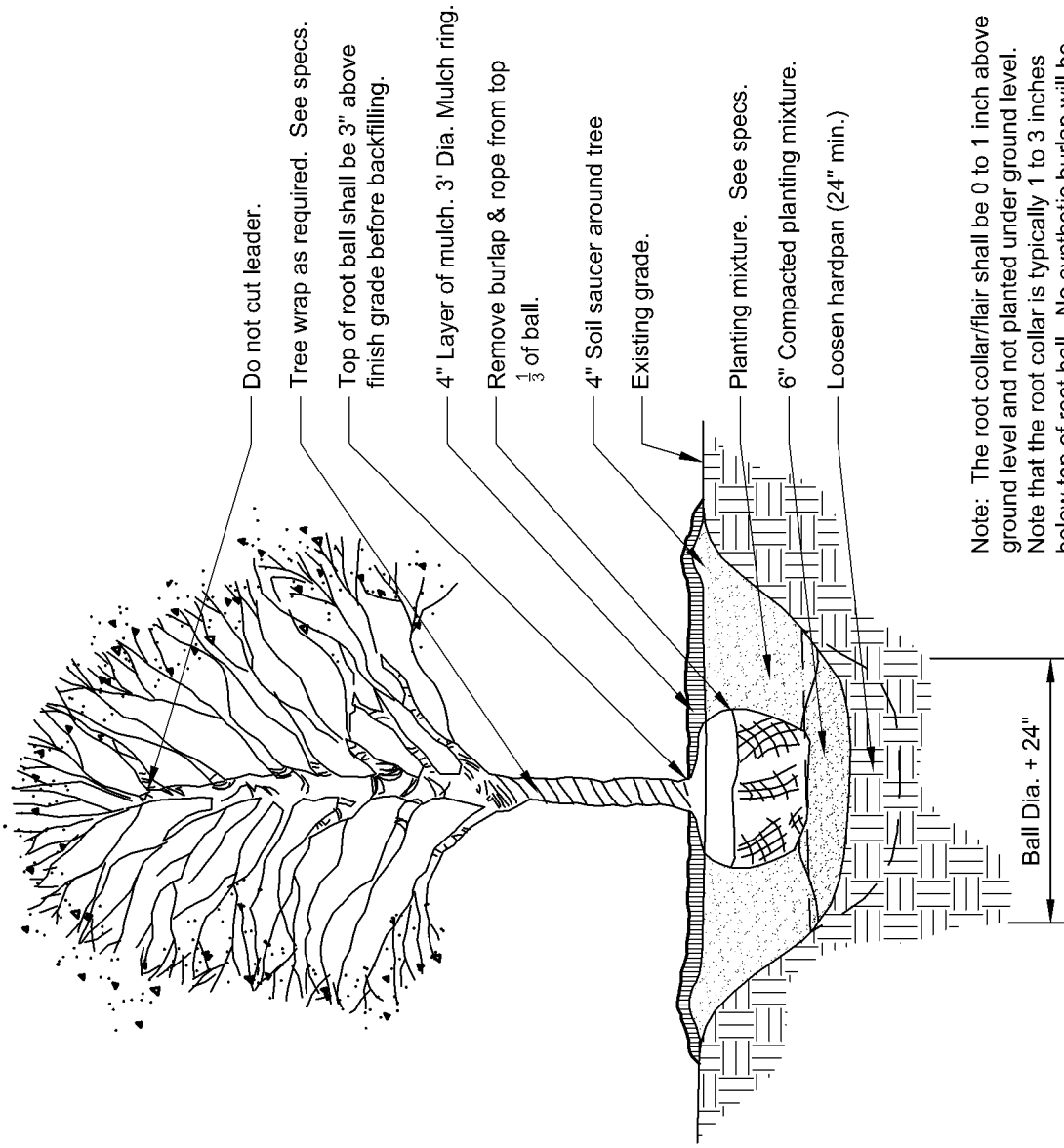


SCALE: 1"=40'

REF

PROF





DECIDUOUS TREE PLANTING

1

1/4" = 1'-0"

32 9343.33-20

2

CC

1/4" =

8"

Typ.

GENERAL PLANTING SPECIFICATIONS:

PART 1 - GENERAL

1-01 DESCRIPTION:

- A. Provide trees, shrubs, perennials and groundcovers as shown and specified. This work includes:
1. Spreading of topsoil or soil preparation
 2. Trees, shrubs, perennials and groundcovers
 3. Planting mixes
 4. Mulch and planting accessories
 5. Fertilizer and herbicide
 6. Maintenance
 7. Warranty of plant material
- B. The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his/her representative.

1-02 QUALITY ASSURANCE:

- A. Comply with site work requirements
- B. Plant names indicated must comply with 'Standardized Plant Names' as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties which are not listed should conform with those generally accepted by the nursery trade. Stock should be legibly tagged.
- C. All plant materials shall conform to the 'American Standards for Nursery Stock' (ASNS), latest edition, published by the American Association of Nurserymen, Washington, D.C.
- D. All plant material shall be grown and supplied within a 50 mile radius of the project for a minimum of two full growing seasons.
- E. Adhere to sizing requirements as listed in the plant list and/or bid form for the project. A plant shall be measured in its natural standing position.
- F. Stock that is furnished shall be at least the minimum size shown. With permission of the landscape architect, substitution from the specified plant list will be accepted only when a suitable substitute is available.

PART

2-01 PL

A. Plants:
vigorous
injuries
forms c
open p
1. E t
c t
t t

2. C r
l l
v v

3. N /

4. E t
c c

5. s p
t t
t t
r r

2-02 AC

Ricky Rockets
(700 E. Lake Cook Road)
 Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 20th day of September, 2021 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and 700 Lake Cook, LLC, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by Manhard Consulting, who are registered professional engineers (the "Site Plan"), which Plans were approved by the Village pursuant to Ordinance No. _____ and (ii) additional plans and specifications prepared by Luckett and Farley dated 8/12/2021 and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the "Improvements"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Village's Development Ordinance). All utility lines and services to be installed in the street shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto. No later than three (3) business days following the execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of One Million Thirty Eight Thousand and 00/100 Dollars (\$1,038,000.00), as further described in Paragraph 9 herein (the "Letter of Credit").

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

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

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

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

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time limits shown on the Plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer. If work is not completed within the time prescribed herein, the Village shall have the right to call upon the Letter of Credit, in accordance with its terms, for the purpose of completing the Improvements. Upon completion of the Improvements herein provided for, as evidenced by the certificate or certificates of the Village President and Board of Trustees, the Village shall be deemed to have accepted said Improvements, and thereupon, the Letter of Credit shall automatically be reduced to serve as security for the obligations of the Developer as set forth in Paragraph 7 hereof. The Developer shall cause its consulting engineers to correct drawings to show work as actually constructed and said engineers shall turn over high quality Mylar reproducible copies thereof to the Village to become the Village's property prior to acceptance of the Improvements by the President and Board of Trustees.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence. The obligation of the Developer hereunder shall be secured by the Letter of Credit as further described in Paragraph 9 hereof.

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

been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9.A. The obligations of the Developer hereunder as to the deposit of security for the completion of the Improvements and the one year maintenance of said Improvements after acceptance by the Village (Paragraph 7) shall be satisfied upon delivery to the Village of a Letter of Credit in favor of the Village in a form acceptable to the Village, in the amount set forth in Paragraph 2 above. The Letter of Credit shall be made subject to this Agreement. The Developer hereby waives its option pursuant to 30 ILCS 550/3 and 65 ILCS 5/11-39-3 to utilize any type of security other than a Letter of Credit.

B. In addition to the terms, conditions, and covenants of the Letter of Credit, the Village hereby agrees to draw funds or to call said performance guarantee under such security solely for the purpose of payment for labor and materials supplied or to be supplied, by engineers, contractors, or subcontractors, to, or for the benefit of the Developer or the Village, as the case may be, under the provisions of this Agreement and the said Improvements for which payment is being made shall have been completed, or will be completed, in substantial accordance with the Plans.

C. The Village further hereby agrees that to the extent that the Developer causes the commitments of this Agreement to be completed, the outstanding liability of the issuer of the Letter of Credit shall during the course of construction of the Improvements, approximate the cost of completing all Improvements and paying unpaid contract balances for the completion of the Improvements referred to in this Agreement.

Until all required tests have been submitted and approved by the Village for each of the construction elements including, but not limited to, earthwork, street pavements, parking area pavements, sanitary sewers and water mains (as applicable), a minimum of that portion of the surety for each element shall be subject to complete retention. All Improvements are subject to a minimum fifteen (15%) percent retention until final acceptance by the Village.

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount equal to fifteen (15%) percent of the total amount of the Letter of Credit, or an amount equal to fifteen (15%) percent of the cost estimate of the individual Improvement(s) shall be retained in the Letter of Credit

for a period of one-year beyond formal acceptance by the Village of the Improvement(s).

E. As a portion of the security amount specified in Paragraph 2, the Developer shall maintain a cash deposit with the Village Clerk in the amount of Ten Thousand Four Hundred Forty-Five Dollars (\$10,445.00). If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is deemed a danger to public health or safety by the Village of Buffalo Grove due to the actions of the Developer or his failure to act; and after written notice of this condition, the Developer fails to immediately remedy the condition; then the Village may take action to remedy the situation and charge any expenses which results from the action to remedy the situation to the cash deposit. Upon notification that the cash deposit has been drawn upon, the Developer shall immediately deposit sufficient funds to maintain the deposit in the amount of Ten Thousand Four Hundred Forty-Five Dollars (\$10,445.00). If the Developer has not made the additional deposit required to maintain the total cash deposit within three (3) days from the date he received notice that such additional deposit was required, it is agreed that the Village may issue a Stop Work Order or also may revoke all permits which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period has lapsed. The deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within five (5) days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the deposit may be drawn upon immediately following notice to the Developer and his failure to immediately remedy the situation. After termination of the one-year maintenance period and upon receipt by the Village Clerk of a written request for release of the deposit, the Village will either notify the Developer that the Improvements are not in a proper condition for final release of the deposit, or shall release the deposit within fifteen (15) days.

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the Developer hereby agrees that no reduction shall occur in the outstanding liability of the issuer there under, except on the written approval of the Village; however, in all events, the Village shall permit such Letter of Credit to expire, either by its terms, or by return of such Letter of Credit to the Developer, upon the

expiration of one-(1) year from the acceptance of the Improvements referred to herein by the Village. To the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

10. Any Letter of Credit shall provide that the issuer thereof shall not cancel or otherwise terminate said security without a written notice being given to the Village between thirty-(30) days and forty-five (45) days in advance of termination or cancellation.

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

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

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is provided this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the cash deposit described in Paragraph 9E.

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

14. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other, except for the Village's obligation to return the Letter of Credit and cash deposit to Developer or otherwise notify the issuer of the

Letter of Credit of the expiration of the Letter of Credit. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one year maintenance period is referred to herein as the "Term".

15. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Preliminary Plan or Annexation Approval Ordinance No. dated _____, and the obligations contained therein.

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

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

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

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

700 Lake Cook, LLC
5277 Trillium Boulevard
Hoffman Estates, IL 60192

By: 
 Name: Mike MacKinnon
 Title: Authorized Signatory

Ricky Rockets
(700 E. Lake Cook Road)
 (Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION:

LOT 1 IN BUFFALO GROVE COMMERCE CENTER UNIT 1B, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1985 AS DOCUMENT 27453081 IN COOK COUNTY ILLINOIS AND ON APRIL 3, 1985 AS DOCUMENT 2346880 IN LAKE COUNTY, ILLINOIS AS DOCUMENT 27438081 EXCEPT THOSE PARCELS THEREOF CONVEYED TO THE VILLAGE OF BUFFALO GROVE IN THE WARRANTY DEED RECORDED DECEMBER 28, 2006 AS DOCUMENT NO.0636241031, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 03 MINUTES 22 SECONDS WEST ALONG THE WEST LINE THEREOF, 15.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 15.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 22 SECONDS EAST ALONG A LINE 16.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE, 16.00 FEET TO THE POINT OF BEGINNING, FALLING ENTIRELY WITHIN COOK COUNTY;

ALSO

EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 30.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59 DEGREES 46 MINUTES 14 SECONDS EAST, 53.63 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE OF 27.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 230.37 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 41 SECONDS EAST, 34.24 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 10.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 77.05 FEET; THENCE NORTH 59 DEGREES 45 MINUTES 26 SECONDS EAST, 33.75 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 27.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 193.91 FEET TO AN EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 29 MINUTES 06 SECONDS WEST ALONG SAID EASTERLY LINE 27.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 606.31 FEET TO THE POINT OF BEGINNING, FALLING ENTIRELY WITHIN COOK COUNTY

KNOWN AS: **700 E LAKE COOK RD, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 1534310011

AREA = 333,761 SQ. FT. OR 7.662 ACRES

Ricky Rockets
(700 E. Lake Cook Road)
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

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

Ricky Rockets
(700 E. Lake Cook Road)
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering Plans prepared by: Manhard Consulting

Entitled: "PROPOSED IMPROVEMENTS FOR RICKY ROCKETS"

Consisting of: 13 sheets, last revised 9-1-2021

Final Architectural Plans prepared by: Luckett & Farley

Entitled: "RICKY ROCKETS C-STORE AND RETAIL"

Consisting of: 30 sheets, last revised 9-3-2021

Final Landscaping Plans prepared by: Manhard Consulting

Entitled: "PROPOSED IMPROVEMENTS FOR RICKY ROCKETS – LANDSCAPE PLAN"

Consisting of: 4 sheets, last revised 7-26-2021

(see following pages)

Ricky Rockets
(700 E. Lake Cook Road)
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

ORDINANCE 2021- _____

**AN ORDINANCE AUTHORIZING A
DEVELOPMENT IMPROVEMENT AGREEMENT WITH 700 E LAKE COOK, LLC**

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

WHEREAS, the Village seeks to enter into a Development Improvement Agreement (DIA) with 700 E Lake Cook, LLC for site improvements associated with the proposed Ricky Rockets development at 700 E. Lake Cook Road,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

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

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: DIA Ordinance_700 E Lake Cook (700 E Lake Cook (Ricky Rockets) Development Improvement Agreement)