



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
July 17, 2023 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - May 15, 2023 7:30 PM
B. Village Board - Regular Meeting - Jun 19, 2023 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1357 (Trustee Pike) (Staff Contact: Brett Robinson)

4. Village President's Report

- A. Proclamation Honoring Zill Khan for His Dedicated Service on the Planning and Zoning Commission (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

5. Village Manager's Report

- A. Fire Up! Food Truck Festival Recap (Trustee Cesario) (Staff Contact: Mike Baker)

6. Special Business

- A. Public Hearing- Proposed 2023 Buffalo Grove Dundee Road TIF District (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

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. R-2023-19 A Resolution Amending the Village of Buffalo Grove Illinois Freedom of Information Act Directory (Clerk Sirabian) (Staff Contact: Jessie Brown)

SUMMARY: The FOIA Directory has been simplified to a more concise and efficient format to provide needed updates and to minimize duplication.

- B. R-2023-20 Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Jessie Brown)

SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: October 17, 2022; November 7, 2022; January 3, 2023; February 6, 2023; March 6, 2023; April 3, 2023.

- C. O-2023-86 Ordinance Authorizing Payment to Lake County for Connection Fees for the New Public Works Facility Located at 1650 Leider Lane, Buffalo Grove, IL. (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: In accordance with Lake County's Sewer Service Agreement with the Village of Buffalo Grove, staff recommends the Village Board authorize payment to Lake County for Sanitary Sewer Connection Fees in an amount of \$56,525.00.
- D. O-2023-88 Ordinance Authorizing a Prairie Grove Park Development Improvement Agreement (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends approval of the Development Improvement Agreement for Prairie Grove Park located between Olive Hill Drive and Hoffmann Drive subject to the receipt of the letter of credit, required fees, and Village Attorney review.
- E. O-2023-89 Ordinance Amending Chapter 5.20 - Liquor Controls: Class B - Guzman Y Gomez Restaurants, LLC (President Smith) (Staff Contact: Jessie Brown)
- SUMMARY: A Class B liquor license is reserved for Guzman y Gomez Restaurants, LLC at 120 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before October 16, 2023.
- F. O-2023-90 Ordinance Authorizing Execution of a Certificate of Initial Acceptance and Approval for Ricky Rockets Development Improvements (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Attached is the Certificate of Initial Acceptance for the Ricky Rockets development improvements located at 700 E Lake Cook Rd. Staff recommends approval to begin the one year maintenance period on July 17, 2023 pending Village Attorney review.
- G. O-2023-91 Ordinance Amending Chapter 10 of the Village of Buffalo Grove Municipal Code (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: An Ordinance proposing updated or new traffic ordinances due to the completion of the Ricky Rockets development project.
- H. O-2023-92 Ordinance Authorizing an Engineering Services Agreement with Chastain & Associates LLC (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends approval of the Chastain & Associates LLC time & material contract for development review services for an initial limit not to exceed \$50,000.
- I. O-2023-93 Ordinance Authorizing an Intergovernmental Agreement with the Buffalo Grove Park District Relating to the Pedestrian Bridge Over Route 83 Painting Project (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: The Buffalo Grove Park District and Village staff are proposing to enter into an Inter-Governmental Agreement for the costs and responsibilities of the Pedestrian Bridge Over Route 83 Painting Project.
- J. O-2023-94 Ordinance Authorizing the Purchase of One 2023 Chevrolet Silverado 1500 Pickup Truck from Castle AutoPlex (Trustee Pike) (Staff Contact: Jim Warnstedt)
- SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2023 Chevrolet Silverado 1500 from Castle AutoPlex, in an amount not to exceed \$46,480.26.

9. Ordinances and Resolutions

- A. O-2023-95 Ordinance Authorization the Execution of a Contract with Martam Construction, Inc for Quiet Zone Modifications (Trustee Stein) (Staff Contact: Kyle Johnson)
- B. R-2023-21 Resolution Approving the Revised 2023 Pay Ranges for Village of Buffalo Grove Employees (Trustee Ottenheimer) (Staff Contact: Arthur Malinowski)

10. Unfinished Business

11. New Business

12. Public Comment

Public Comment is limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village Board business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

- A. Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting. (President Smith) (Staff Contact: Evan Michel)
- B. Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06. (Clerk Sirabian) (Staff Contact: Jessie Brown)

14. Adjournment

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

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

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT
VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY, MAY 15, 2023**

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; Art Malinowski, Director of Human Resources; Evan Michel, Management Analyst; Brett Robinson, Director of Purchasing; Nicole Woods, Community Development Manager; Jim Warnstedt, Assistant Director of Public Works.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Smith, to approve the minutes of the April 17, 2023, Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the May 1, 2023, Special Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Johnson, seconded by Ottenheimer, to approve the minutes of the May 1, 2023, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1355

Mr. Black read Warrant #1355. Moved by Johnson, seconded by Ottenheimer, to approve Warrant #1355 in the amount of \$4,636,582.68 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2023-11 – CANVASS OF VOTES

Mr. Brankin reviewed the proposed resolution, details of which are contained in the Village Board Meeting Agenda Item Overview prepared by Jessie Brown.

Minutes Acceptance: Minutes of May 15, 2023 7:30 PM (Approval of Minutes)

Moved by Ottenheimer, seconded by Stein, to pass Resolution No. 2023-11, accepting the Canvass of Votes from the April 4, 2023, Consolidated Election as it relates to the office of Village Trustee and Village President. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Before stepping down from the dais, President Sussman made a statement summarizing her years of service to the Village of Buffalo Grove and thanking everyone who made this service possible and contributing to making the Village of Buffalo Grove a premier community.

OATH OF OFFICE

Judge Charles Johnson of the Nineteenth Judicial Circuit Court of Lake County noted that he is honored to be in attendance this evening and wished those taking office a successful term in serving their constituents. Judge Johnson then administered the **Oath of Office** to Village President Eric Smith, after which he administered the Oath of Office to Trustee Weidenfeld, Trustee Pike and Trustee Cesario.

Roll call indicated the following Board members present: President Smith, Trustees Johnson, Cesario, Ottenheimer, Stein, Pike and Weidenfeld.

President Smith read a Proclamation recognizing Beverly Sussman's exceptional service, dedication and commitment to the Village of Buffalo Grove, presenting the Proclamation to Beverly Sussman as she was congratulated by the audience and the Board.

PRESIDENT PRO TEM

President Smith noted that a President Pro Tem needs to be chosen. Typically, the Trustee with the longest tenure as Trustee is designated to be President Pro Tem. Since there are currently two Trustees with equal length of tenure serving on the Board, a drawing must be held to determine the position of President Pro Tem. Trustees Ottenheimer and Stein each drew a number, and it was determined that Trustee Stein will be the next President Pro Tem of the Village of Buffalo Grove.

Moved by Johnson, seconded by Ottenheimer, to ratify the designation of Trustee Stein as President Pro Tem. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2023-12 – VILLAGE OFFICERS

Moved by Stein, seconded by Weidenfeld, to pass Resolution No. 2023-12 ratifying Appointment of Village Officers.

The following Village Officers are ratified and said individuals are fully appointed in their respective positions:

- Village Manager – Dane Bragg
- Village Attorney – Patrick T. Brankin
- Deputy Village Clerk – Jessie Brown
- Village Treasurer – Chris Black

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE BOARD PORTFOLIOS

Mr. Bragg summarized the new format for the assignment of Village Board Portfolios, which have been aligned with the Strategic Plan Focus areas.

BOARD, COMMISSION & COMMITTEE MEMBERS

Moved by Ottenheimer, seconded by Johnson, to approve President Smith's appointments to the Village's Boards, Commissions, and Committees. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

President Smith thanked all of our volunteers and noted that we appreciate their efforts, and we could not do what we do without them. President Smith also noted that volunteers are always needed and urged residents to join our outstanding group of volunteers.

VILLAGE PRESIDENT'S REPORT

Mr. Bragg introduced Ryan Risinger, the soon-to-be retired Executive Director of the Buffalo Grove Park District and noted that he has been privileged to work with Mr. Risinger over the years. Mr. Bragg then read a **Proclamation Recognizing Ryan Risinger's Enduring Impact on the Village of Buffalo Grove** and wished him a wonderful retirement.

As he was congratulated by the audience and the Board, Mr. Risinger thanked the Board for the honor and reflected on the privilege and honor that it has been to work with the Buffalo Grove Park District.

President Smith read a **Proclamation Declaring June 2, 2023, as National Gun Violence Awareness Day** in the Village of Buffalo Grove, in order to raise awareness about gun violence and honor the lives of Americans taken by gun violence.

VILLAGE MANAGER'S REPORT

Mr. Bragg congratulated the new Village Board.

REPORTS FROM TRUSTEES

There were no reports from Trustees tonight.

CONSENT AGENDA

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

Resolution No. 2023-13 - SWANCC

Motion to pass Resolution No. 2023-13, approving the appointment of Eric Smith, Village President, to the Board of Directors of the Solid Waste Agency of Northern Cook County.

Resolution No. 2023-14 – Village Bank Accounts

Motion to pass Resolution No. 2023-14, authorizing Village President Smith as Authorized Signer on Village bank accounts.

Proclamation – National Emergency Services Week

Motion to approve a Proclamation recognizing May 21-27, 2023, as National Emergency Services Week in the Village of Buffalo Grove.

Proclamation – National Public Works Week

Motion to approve a Proclamation recognizing May 21-27, 2023, as National Public Works Week in the Village of Buffalo Grove.

Ordinance No. 2023-62 – Liquor Controls

Motion to pass Ordinance No. 2023-62, amending Chapter 5.20, Liquor Controls. The Class E liquor license issued to Buffalo Grove Cherry Incorporated (d/b/a Corned Beef Factory) at 700 East Lake Cook Road 105-106 is hereby rescinded. The business will not be moving forward with opening a Buffalo Grove location.

Ordinance No. 2023-63 – Sign Variations

Motion to pass Ordinance No. 2023-63, approving sign variations at 50 W. Dundee Road. Flynn Restaurant Group is seeking sign variations to replace three wall signs and three canopy signs at the Taco Bell located at 50 W. Dundee Road. The proposed signs exceed the number of permitted canopy and wall signs allowed.

Ordinance No. 2023-64 – 1425 Busch Parkway

Motion to pass Ordinance No. 2023-64, approving a Recreational Use in the I District at 1425 Busch Parkway. A Special Use for a recreational use in the Village's Industrial District at 1425 Busch Parkway for a children's indoor playground and activity is being requested by 2 Hours of Freedom, Inc.

Ordinance No. 2023-65 – Engineering Services

Motion to pass Ordinance No. 2023-65, authorizing an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. time and material contract for development review services for an initial limit not to exceed \$50,000.00.

Ordinance No. 2023-66 – McKim & Creed

Motion to pass Ordinance No. 2023-66, authorizing a Sewer Flow Monitoring Agreement with McKim & Creed for maintenance and analytics through sewer sensors in an amount not to exceed \$86,162.50.

Ordinance No. 2023-67 – Intergovernmental Agreement

Motion to pass Ordinance No. 2023-67, authorizing an Intergovernmental Agreement with the Village of Wheeling relating to the maintenance and ownership responsibilities of the Lake Cook Road Project. As this work includes modifications to Village-owned infrastructure, an agreement is required.

Ordinance No. 2023-68 – Truck Purchase

Motion to pass Ordinance No. 2023-68, authorizing the purchase of one 2022 Ford F-350 Service Body Crane Truck from Kunes Ford.

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

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

NAYS: 0 – None

Motion declared carried.

Minutes Acceptance: Minutes of May 15, 2023 7:30 PM (Approval of Minutes)

ORDINANCE NO. 2023-69 – PLOW TRUCK PURCHASE

Moved by Pike, seconded by Weidenfeld, to pass Ordinance No. 2023-69, authorizing the purchase of three 2024 F-750 Plow Trucks from Bonnell Industries in an amount not to exceed \$761,885.43.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in the memo from Bryan Beitzel to Mr. Bragg dated May 8, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-70 – DUMP TRUCK PURCHASE

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2023-70, authorizing the purchase of two 2022 Chevrolet 4500 Dump Trucks from Ray Chevrolet in an amount not to exceed \$205,119.52.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in the memo from Josh Wallace to Mr. Bragg dated May 5, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-72 – FISCAL YEAR 2022 BUDGET

Moved by Pike, seconded by Ottenheimer, to pass Ordinance No. 2023-72, amending Fiscal Year 2022 Budget for the Village of Buffalo Grove.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo of May 9, 2023, to Mr. Bragg. The Budget amendments proposed modify the budget document approved by the Village Board. The budget amendments proposed do not affect the integrity of the budget as it is still balanced.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-73 – TIF DISTRICT

Moved by Stein, seconded by Johnson, pass Ordinance No. 2023-73, establishing a Public Hearing date of July 17, 2023, at 7:30 P.M. for the proposed 2023 Buffalo Grove Dundee Road TIF District.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo of May 10, 2023, to Mr. Bragg from Chris Stilling.

It was noted that this does not approve a TIF District, but merely sets a date for the hearing.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-74 – BUFFALO GROVE FF/PM CONTRACT

Moved by Ottenheimer, seconded by Pike, to pass Ordinance No. 2023-74, approving a contract between the Village and Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF, AFL-CIO, CLC for the period May 1, 2023-April 30, 2025.

Mr. Malinowski reviewed the proposed ordinance, details of which are contained in the Agreement contained in Board packets. Mr. Malinowski commended the Association for the professionalism and cooperation exhibited throughout the negotiations.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-75 – METROPOLITAN ALLIANE OF POLICE

Moved by Ottenheimer, seconded by Weidenfeld, to pass Ordinance No. 2023-75, approving a Side Letter of Agreement between the Village of Buffalo Grove and the Metropolitan Alliance of Police.

Mr. Malinowski reviewed the proposed ordinance, details of which are contained in the Agreement contained in Board packets. The proposed side letter amendment provides for a 3.5% increase for police patrol officers represented by the Metropolitan Alliance of Police for the period of January 1, 2023, through December 31, 2023, and is consistent with funds programmed in the Village's 2023 budget.

It was noted that both unions have very collaborative relationships with the Village and the Board, and our residents are extremely proud of both of our first responding departments, and everyone involved was thanked for their efforts in putting these agreements together.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2023-15 – 2023 PAY RANGES

Moved by Ottenheimer, seconded by Johnson, to pass Resolution No. 2023-15, approving the Revised 2023 Pay Ranges for Village of Buffalo Grove employees.

Mr. Malinowski reviewed the proposed pay ranges, which are contained in Board packets.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2023-16 – WJN GOLF

Moved by Cesario, seconded by Johnson, to pass Resolution No. 2023-16, authorizing the Village Manager to execute a First Amendment to the lease with WJN Golf, LLC located at 401 Half Day Road.

Mr. Stilling reviewed the proposed resolution, details of which are contained in his memo to Mr. Bragg of May 11, 2023, after which he answered questions from the Board.

Minutes Acceptance: Minutes of May 15, 2023 7:30 PM (Approval of Minutes)

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

PUBLIC WORKS FACILITY

Moved by Stein, seconded by Ottenheimer, for the rejection of Public Works Facility Bids, Waive Bids, and Authorization to negotiate contracts.

Mr. Warnstedt reviewed the proposal, details of which are contained in his memo of May 11, 2023, to Mr. Bragg.

Mr. Brankin confirmed that the Village does have the authority to proceed in this manner.

Trustee Stein amended the motion to include that it is in the best interest of the Village to proceed in this manner. Trustee Ottenheimer seconded the amendment.

Upon roll call, Trustees voted as follows on the amended motion:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

President Smith reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda.

Former President Hartstein congratulated the incoming Village Board, and commended former President Sussman for all she has done for Buffalo Grove.

A resident reported on a recent event attended by President Smith called Guru Vandana, which is a teacher appreciation event to let all of the teachers in our school districts know how valuable they are to our community.

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:40 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF July 2023

Village President

Minutes Acceptance: Minutes of May 15, 2023 7:30 PM (Approval of Minutes)

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, MONDAY, JUNE 19, 2023**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; Art Malinowski, Director of Human Resources; Chris Black, Director of Finance; Christine Berman, Deputy Director of Finance; Nicole Woods, Director of Community Development; Tom Wisniewski, Buyer; Kyle Johnson, Assistant Director of Public Works; Jim Warnstedt, Assistant Director of Public Works; Brett Robinson, Administrative Services Director; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; Police Chief Budds and Deputy Police Chief Rodriguez.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the June 5, 2023 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1356

Ms. Berman read Warrant #1356. Moved by Pike, seconded by Johnson, to approve Warrant #1356 in the amount of \$5,867,996.03 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

President Smith acknowledged **Juneteenth**, a day of great importance, signifying the emancipation of enslaved African Americans in the United States. We come together not only to recall our nation's shared history, but also to acknowledge the work that remains in the pursuit of justice, equality, and freedom for all. Our Village is a tapestry of diverse experiences, and our unity in commemorating Juneteenth reflects our collective strength and commitment to justice and equality. As we recall our history, let's remember that the pursuit of freedom is an ongoing journey. Buffalo Grove embodies the true meaning of community. Our diversity is our strength, and the richness of our shared experiences fuels our ability to grow and learn from each other.

President Smith read a Proclamation declaring June 2023 as **Pride Month**, recognizing the Village of Buffalo Grove's Lesbian, Gay, Bisexual, Transgender and Questioning residents, and encouraging all community members to eliminate prejudice wherever it exists and to celebrate our great diversity by celebrating our LGBTQ friends and neighbors. Carolyn Pinta thanked the Village for their support in this project.

President Smith appointed Kevin Richards to the position of Vice Chairperson of the **Planning & Zoning Commission** and Sujat Saxena as a member of the Planning & Zoning Commission. President Smith thanked both gentlemen stepping up to serve and noted that he is excited to see the work that they accomplish.

Moved by Ottenheimer, seconded by Stein, to concur with President Smith's appointments. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

Mr. Black noted that, in accordance with State Statute, Buffalo Grove's audit was completed and submitted to the State of Illinois Comptroller's Office. The financial audit is presented in the form of the Annual Comprehensive Financial Report. The purpose of the **Annual Comprehensive Financial Report** is to provide accurate and meaningful information concerning the Village's financial condition and performance. Independent auditors have verified the principles generally accepted in the United States of America.

Monica Adamski, Lauterbach and Amen, reviewed their findings of the audit.

Moved by Stein, seconded by Pike, to accept the 2022 Audit and Management Letter. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

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

Past President of Rotary Brett Robinson summarized the purpose of the Rotary Club and explained how the Firefighter/Paramedic of the Year is chosen. This year's recipient, Firefighter/Paramedic Kevin Gatto, a member of the Buffalo Grove Fire Department since 1993, was cited for being a "go-to employee" who is "quick to lend a hand." This award is given to those who display a strong work ethic, values, integrity, and commitment to the residents of Buffalo Grove and the Fire Department. During the difficult pandemic years, Kevin stepped up to serve as an Acting Lieutenant without hesitation. In recognition of this award, Buffalo Grove Rotary will donate \$250.00 in Kevin's name to the Rotary International Foundation and \$250.00 to Project Fire Buddies, Kevin's choice of charity.

FF/PM Gatto noted that he is privileged to be a part of the Buffalo Grove Fire Department and enjoys coming to work every day, as he was presented with his award and congratulated by the audience and the Board.

Chief Budds introduced Buffalo Grove's new **Canine Officer**, Mac, and reviewed Mac's credentials, as well as the responsibilities of the Canine Officer and his handler, Officer Shannon McMillon.

Chief Budds then administered the Oath of Office to Mac and assigned him Badge 202-K, after which Mac signed his Oath, and was given an official police doughnut.

Officer McMillon recognized TOPS for training our K9 since 1996, and Jody Page from Page's Healthy Paws for donating all of K9 Mac's food.

Chief Budds introduced Sergeant Tony Turano, who noted that the Buffalo Grove Police Department **Coloring Contest** was brought back this year after a hiatus. Sergeant Turano presented a brief background on the program and then recognized this year's winners, each of whom came forward for a photo op and were presented with a \$25 gift certificate as they were congratulated by the audience and the Board.

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

CONSENT AGENDA

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

Quiet Zone

Motion to approve Rejection of Quiet Zone Bid, Waive Bids, and Authorization to Negotiate Contract. Based upon the review of the bid, staff recommends the Village Board find that it is in the best interests of the Village of Buffalo Grove to reject the Quiet Zone bid, waive bids, and provide authorization to negotiate with Contractors to provide a cost savings.

BGGC Pumphouse

Motion to approve Authorization to Waive Bids and Negotiate for BGGC Pumphouse Improvements. Staff requests authorization to waive bids and negotiate for the Buffalo Grove Golf Course irrigation pumphouse improvements.

Resolution No. 2023-17 – Mitigation Plan

Motion to pass Resolution No. 2023-17, adoption of the 2022 Lake County All Natural Hazards Mitigation Plan.

Ordinance No. 2023-71 – Intergovernmental Agreement

Motion to pass Ordinance No. 2023-71, authorizing an Intergovernmental Agreement with the Village of Wheeling relating a Study of Buffalo Creek. The Village of Wheeling and Buffalo Grove staff are proposing to enter into an Intergovernmental Agreement for a study of Buffalo Creek from the Buffalo Creek Reservoir to the Des Plaines River.

Ordinance No. 2023-76 – Communications Equipment

Motion to pass Ordinance No. 2023-76 authorizing Execution of an Agreement with Red Center for Installation of Communications Equipment at Fire Station 27.

Ordinance No. 2023-77 – Power Rodding

Motion to pass Ordinance No. 2023-77, authorization for a Change Order to the National Power Rodding Contract. Staff recommends that the Village Board authorize the Village Manager to expend an additional \$35,914.00 with National Power Rodding Corporation for additional sewer lining services for a total amount not to exceed \$239,135.63.

Ordinance No. 2023-78 – I.M.P.

Motion to pass Ordinance No. 2023-78, I.M.P. Soil and Construction Material Testing. Staff recommends approval of the Soil and Material Consultants material testing contract for all Village funded Capital Improvement construction for 2023 through 2027.

Ordinance No. 2023-79 – 1401 McHenry Road

Motion to pass Ordinance No. 2023-79 for a Special Use for a Childcare Center at 1401 McHenry Road. Staff recommends that the Village Board adopt an Ordinance granting approval of a Special Use for a Child Care Center at 1401 McHenry Road, Suite 124.

Ordinance No. 2023-80 – Ground Sign

Motion to pass Ordinance No. 2023-80, granting a Sign Variation for a Ground Sign at the Grove Shopping Center at 59-197 McHenry Road. The Grove Shopping Center is seeking modernize their existing ground sign by adding multi-tenant copy at 59-197 McHenry Road.

Ordinance No. 2023-81 – St. Mary Church

Motion to pass Ordinance No. 2023-81, granting Sign Variations for a Ground Sign at St. Mary's Church at 10 Buffalo Grove Road. Staff recommends that the Village Board adopt an Ordinance granting approval of two variations to Title 14 (Sign Code) Section 14.16 to exceed the maximum number of ground signs allowed and to exceed the maximum size allowed at 10 Buffalo Grove Road.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-82 – BRIDGE PAINTING

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2023-82, authorizing execution of a Contract with Era Valdivia Contractors, Inc. for bridge painting services in an amount not to exceed \$183,700.00, pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated June 14, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2023-18 – GovITC CONSORTIUM

Moved by Cesario, seconded by Weidenfeld, to pass Resolution No. 2023-18, dissolving the GovITC Consortium.

Mr. Robinson reviewed the proposed resolution, details of which are contained in his memo of June 15, 2023, to Mr. Bragg, after which he answered questions from the Board. This memo also covers both of the next two upcoming proposed ordinances.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-83 – IT SERVICE PROVIDER

Moved by Cesario, seconded by Johnson, to pass Ordinance No. 2023-83, authorizing the Village Manager to execute an agreement with InterDev LLC, for IT Support Services, pending review and approval by the Village Attorney. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-84 – IGA LINCOLNSHIRE

Moved by Cesario, seconded by Ottenheimer, to pass Ordinance No. 2023-84, authorizing the Village Manager to execute an Intergovernmental Agreement with Lincolnshire for purposes of sharing an IT service provider to reduce contract costs, pending review and approval by the Village Attorney. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-85 – PUBLIC WORKS FACILITY

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2023-85, authorizing an Amendment to the Frederick Quinn Corporation Contract establishing a Guaranteed Maximum Price of \$17,967,980.00 for Construction Improvements to the new Public Works facility.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in his memo of June 15, 2023, to Mr. Bragg.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Johnson seconded by Ottenheimer, to move to Executive Session to discuss: **Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06, and Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting, and Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity, and Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board adjourned to Executive Session from 8:29 P.M. until 9:42 P.M.

Minutes Acceptance: Minutes of Jun 19, 2023 7:30 PM (Approval of Minutes)

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The Regular Meeting was adjourned at 9:43 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF July 2023

Village President

Minutes Acceptance: Minutes of Jun 19, 2023 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1357****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1357- \$4,607,048.37

ATTACHMENTS:

- Warrant 1357 SUMMARY (PDF)

Trustee Liaison
Pike

Staff Contact
Brett Robinson, Finance

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE WARRANT #1357
17-Jul-23

General Fund:	779,504.61
Parking Lot Fund:	0.00
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	107,144.69
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	205,620.83
Capital Projects-Vehicles/Equipment:	286,673.02
Capital Projects-Streets:	242,115.00
Retiree Health Savings (RHS):	908.58
Water Fund:	457,019.40
Buffalo Grove Golf Fund:	22,435.59
Arboretum Golf Fund:	38,084.13
Refuse Service Fund:	78,893.00
Information Technology Internal Service Fund:	169,195.70
Central Garage Internal Service Fund:	50,570.02
Building Maintenance Internal Service Fund:	76,988.54
	<u>2,515,153.11</u>
PAYROLL PERIOD ENDING 6/18/2023	1,046,887.88
PAYROLL PERIOD ENDING 7/02/2023	1,045,007.38
	2,091,895.26
TOTAL WARRANT #1357	<u><u>4,607,048.37</u></u>

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

 Village Clerk

 Village President

Attachment: Warrant 1357 SUMMARY (Approval of Warrant #1357)



**Information Item : Proclamation Honoring Zill Khan for His
Dedicated Service on the Planning and Zoning Commission**

Recommendation of Action

Staff recommends proclamation.

A proclamation recognizing Zill Khan for his years of public service and for his commitment to making the Village of Buffalo Grove a strong and more vibrant community.

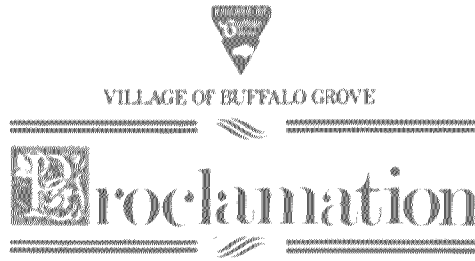
ATTACHMENTS:

- Zill Khan Proc (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, July 17, 2023



Village of Buffalo Grove

A PROCLAMATION HONORING ZILL KHAN FOR HIS DEDICATED SERVICE ON THE PLANNING AND ZONING COMMISSION

WHEREAS, Zill Khan, a longtime resident of Buffalo Grove, provided twenty-two years of dedicated service to the Village's Planning and Zoning Commission as well as Civic Involvement and Recognition Commission; and

WHEREAS; Zill Khan served as a dedicated member of the Buffalo Grove Plan Commission and the Planning and Zoning Commission for more than two decades, including serving as the Secretary for the Plan Commission for twelve years and the Vice-Chair of the Planning and Zoning Commission for the past ten years,

WHEREAS; Zill Khan's service to the Planning and Zoning Commission has been invaluable, and he has played a key role in shaping the future of the Village, contributed many notable recommendations to the Village Board on a variety of projects, and has played a key role in shaping the future of the Village; and

WHEREAS, Zill Khan studied Civil Engineering and earned a Master of Science degree in Geotechnical Engineer from Memorial University of Newfoundland, and worked as a General Engineer for the US Department of Housing and Urban Development and the Village Engineer for the Village of Woodridge. Zill Khan has utilized his years of professional engineering expertise through his continual service to the Planning and Zoning Commission; and

WHEREAS, Zill Khan and his wife Roohi Khan lived in Buffalo Grove since 1994 and raised two daughters, Yasmeen and Nisa, in the community; and

NOW THEREFORE, BE IT RESOLVED that I, Eric Smith, President of the Village of Buffalo Grove, recognize Zill Khan for his years of public service and for his commitment to making the Village of Buffalo Grove a strong and more vibrant community. He will be remembered by all for his dedication to the community.

Passed this 17th day of July, 2023.

Eric N. Smith, Village President

Attachment: Zill Khan Proc (Zill Khan Proclamation)



Information Item : Fire Up! Food Truck Festival Recap

Recommendation of Action

Staff recommends presentation.

Firefighter/Paramedic David Zabilka will present a recap of the Fire Up! Food Truck Festival which supported the efforts of Project Fire Buddies.

Trustee Liaison

Cesario

Staff Contact

Mike Baker, Fire

Monday, July 17, 2023	
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Action Item : Public Hearing- Proposed 2023 Buffalo Grove Dundee Road TIF District

Recommendation of Action

Staff recommends that Village Board open the public hearing and take testimony regarding the proposed TIF. Once all public comments have been received, the Village Board may close the hearing. Pursuant to the TIF Act, the Village Board must wait at least 14 days from the close of the Public Hearing before introducing or taking action on the Ordinances establishing the 2023 Buffalo Grove Dundee Road TIF District. Said Ordinances are currently scheduled for consideration at the August 21, 2023 Village Board meeting.

On May 15, 2023, the Village Board approved an Ordinance 2023-073 setting the public hearing date for the proposed TIF on July 17, 2023 at 7:30PM. Prior to the public hearing, the TIF Act also requires that the Village hold a Joint Review Board (JRB) meeting with all affected taxing bodies. The JRB meeting was held on June 20, 2023 and the JRB voted unanimously to approve Resolution 2023-01 recommending approval of the proposed 2023 Buffalo Grove Dundee Road TIF District. More information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo Dundee 7.17.23 (DOCX)
- Buffalo Grove Dundee Road TIF Plan 2023-05-4 (PDF)
- JRB Resolution and Minutes (PDF)
- Draft Ordinances (DOC)
- DH Certs (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



DATE: July 13, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Public Hearing- Proposed 2023 Buffalo Grove Dundee Road TIF District

BACKGROUND

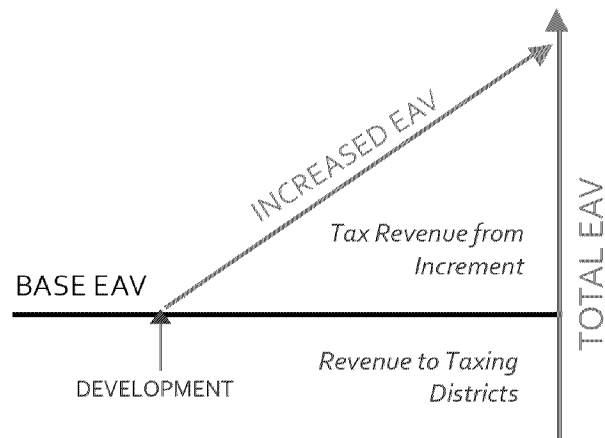
On March 20, 2023, the Village Board approved an Ordinance authorizing the completion of a Tax Increment Financing ("TIF") District for the Dundee Road area. As a follow up to the Village Board's action authorizing a Tax Increment Financing (TIF) Feasibility/ Eligibility Report (TIF Report), the Village's consultant, SB Friedman, has completed the TIF Report. The TIF report was filed with the Village Clerk's office on May 4, 2023 and is available for viewing by the public. A copy of the TIF report can also be found on the Village's website www.vbg.org/tif and is attached to this document.

On May 4, 2023, the Village Board approved Ordinance 2023-073 setting the public hearing date for the proposed TIF on July 17, 2023, at 7:30PM. Prior to the public hearing, the TIF Act also requires that the Village hold a Joint Review Board (JRB) meeting with all affected taxing bodies. The JRB meeting was held on June 20, 2023 (click [here](#) for agenda) and the JRB voted unanimously to approve Resolution 2023-01 (attached) recommending approval of the proposed 2023 Buffalo Grove Dundee Road TIF District.

STAFF SUMMARY

What Is TIF?

Tax increment finance (TIF) is a tool that generates a pool of money used for reinvestment within the TIF area. This pool of money is created by "freezing" the assessed value of a property when a TIF district is created, known as the baseline EAV. The Village, county, township, school districts, and other local governments continue to collect property taxes based upon the baseline EAV from the date when the TIF was created. Any increase in the property's assessed value which creates additional property tax revenue above the baseline EAV is deposited into the tax increment fund, which is then available for projects within the TIF district. TIF dollars can be used for public infrastructure, land assemblage, streetscape, demolition and site preparation, studies, surveys and plans, financing costs, professional services, rehabilitation or renovation of existing public or private buildings and environmental cleanup.



Why is a TIF Being Considered?

TIF funds help municipalities to make needed improvements to a specific area, like new roads, sewers, drainage improvements or provide incentives to attract private development and new businesses. TIF designation also helps existing businesses expand or improve their properties that might otherwise find more attractive options elsewhere. TIF helps to overcome the extraordinary costs that often

prevent development and private investment from occurring, including addressing flooding and environmental issues, investing in new infrastructure, and assembling properties into a single larger parcel for redevelopment.

Staff believes time is of the essence to develop a long-term strategy to spur development activity as some key sites are ready for redevelopment. Having a TIF available will ensure that the Village has the necessary economic tools in place to facilitate a public or private development project. It will also create a mechanism to fill any potential “gap” that may exist as part of a development proposal. Staff believes that given the challenges facing the Dundee Road area, future redevelopment of key sites would not occur without a TIF District.

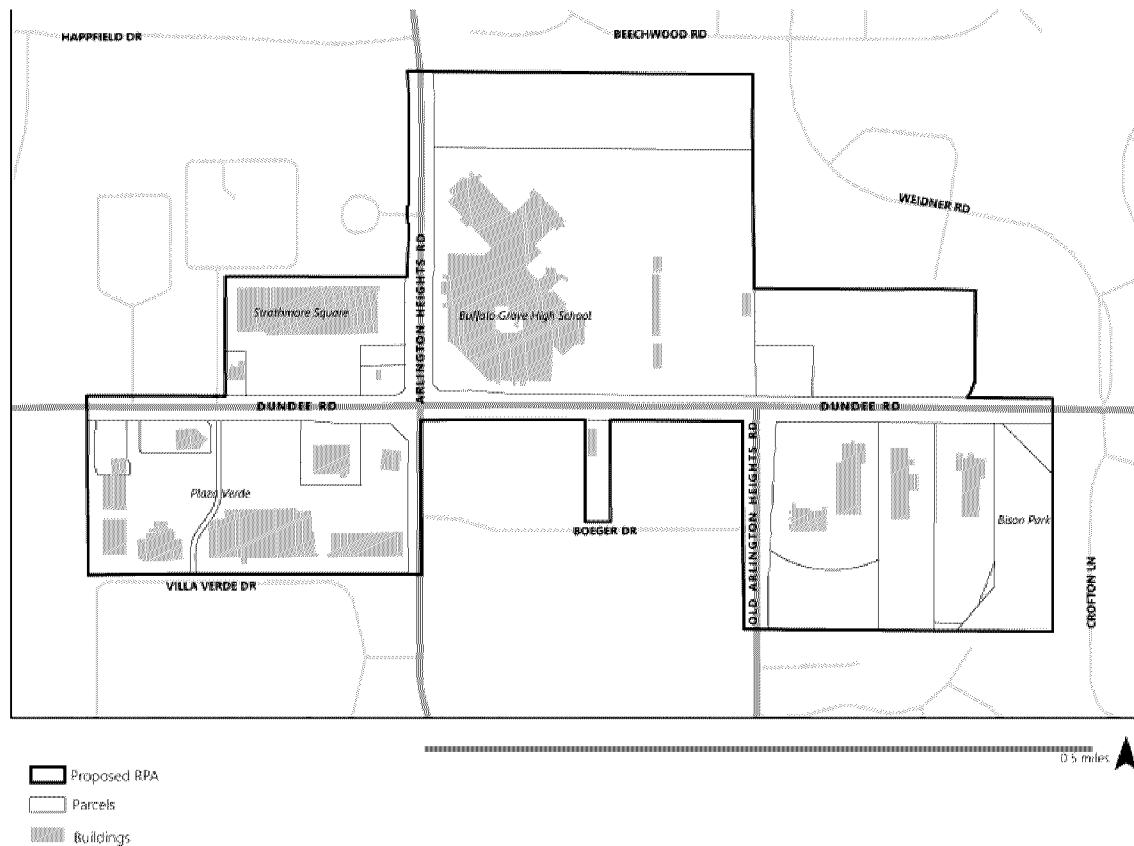
How Does a TIF Impact Property Taxes?

Tax increment financing is not a new tax. Property owners within the district continue to pay their normal property taxes throughout the life of the TIF at the same rate (by taxing district). The incremental tax revenue generated within the TIF district is reinvested back into the area in which it was collected. In this way, the TIF district stimulates the investment in property that generates the revenue the TIF district uses to incentivize reinvestment and development. At the end of the TIF district's 23-year life (or sooner if the district can be closed out early), all real estate tax revenues are again shared proportionately by the taxing bodies based on their individual tax rates.

What Properties are Being Considered?

The TIF study area below is generally located around the intersection of Dundee Road and Arlington Heights Road and includes the Plaza Verde Shopping Centers, Strathmore Shopping Center, Buffalo Grove High School and the former car dealerships.

Proposed Redevelopment Project Area (RPA) or TIF District Map



What is the Process?

The process for establishing a TIF is to first begin preliminary fieldwork to establish a preliminary boundary. Secondly, the Village needs to authorize the completion of the TIF Feasibility Study to determine if the area meets the requirements of the Tax Increment Allocation Redevelopment Act. The graphic highlights the overall process. As shown, the Village is at the seventh step of the process before a TIF District can be considered by the Village Board.



In Accordance with the Tax Increment Allocation Redevelopment Act, the Village has taken the following actions on the following dates to the establishment of the TIF District:

	Action	Date
1	Adopted an Ordinance authorizing the preparation of the Eligibility Report and TIF Plan (Ord. 2023-031)	March 20, 2023 Village Board Meeting
2	Adopted an Ordinance establishing an interested parties registry (Ord. 2023-033)	March 20, 2023 Village Board Meeting
3	Adopted an Inducement Resolution (Res. 2023-07)	March 20, 2023 Village Board Meeting
4	Published the TIF Interested Parties Registry notice in the newspaper	March 27, 2023
5	Filed the Eligibility Report and TIF Plan with the Village Clerk and made it available on the Village's website	May 4, 2023
6	Approved Ordinance 2023-073 setting July 17, 2023 as the Public Hearing Date	May 15, 2023 Village Board Meeting
7	Mailed a copy of Ordinance 2023-073, the Eligibility Report and the TIF Plan, along with a notice of the Joint Review Board meeting and the Public Hearing: - To all taxing districts (by Certified Mail, Return Receipt Requested); and - To the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, Return Receipt Requested)	May 25, 2023
8	Mailed notice relative to the availability of the Eligibility Report and TIF Plan, along with the Public Hearing Notice : - To all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area; and - To all parties who were registered on the Village's TIF Interested Parties Registry	May 25, 2023 and May 26, 2023
9	Held the Joint Review Board Meeting	June 20, 2023
10	Published notice of the Public Hearing in the newspaper multiple times (in the Daily Herald)	June 20, 2023, June 30, 2023, July 9, 2023
11	Mailed notice of the Public Hearing: - To each taxpayer of record within the Redevelopment Project Area (by Certified Mail, Return Receipt Requested); and - To each person on the Village's TIF Interested Parties Registry	May 25, 2023 July 7, 2023

OVERALL FINDINGS

The TIF Report, concludes that the proposed Dundee Road RPA is eligible for designation as a “conservation area” for improved land, per the Act.

Conservation Area Findings

To qualify for the Conservation Area classification, over 50% of buildings within the area must be 35 years old or older, and three (3) or more eligibility factors must be found to be present to a meaningful extent and reasonably distributed through the area. 2022 data from the Cook County Assessor indicated that 15 out of 20 (75%) of the primary structures in the proposed RPA are aged 35 years or older. This satisfies the requirement that 50% or more of the structures in the area have an age of 35 years or more.

Further, the following four (4) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration;
2. Inadequate Utilities;
3. Presence of Structures below Minimum Code Standards; and
4. Excessive Vacancies.

These factors are defined under the Act at 65 ILCS 5/11-74.4-3-(a) and (b). Based on the age of primary structures in the proposed RPA and the presence of four (4) eligibility factors, the proposed RPA qualifies under a “conservation area” finding (age of structures plus at least three eligibility factors).

Per the TIF Report, these conditions hinder the potential to redevelop the proposed RPA and capitalize on its unique attributes. The proposed RPA will benefit from a strategy that addresses the challenges of aged structures, inadequate utility infrastructure, deterioration, and excessive vacancies to facilitate the overall improvement of its physical condition.

Budget/Projected Development Costs

Pursuant to the TIF Act, the Village is required to establish an estimated budget within the TIF Report, which defines an upper expenditure limit that may be funded using tax increment revenues. SB Friedman has developed an estimated limit of development costs of \$75M. The budget for the TIF District was developed based on the development scenarios and recommendations established within the Village’s 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to that plan, as well as inflationary growth in incremental property taxes over the life of the district. Market conditions and timing of projects could have an impact on the overall budget. Ultimately, the Village Board will have control on the spending and overall budget. It is important to note that as a companion request to the proposed TIF, staff will be requesting an amendment to the Village’s 2009 Comprehensive Plan to align the proposed TIF Redevelopment Plan with the Village’s Comprehensive Plan. This request will be considered by the Village Board as part of the final TIF approval process in August.

The estimated budget includes the categories of eligible expenses as established by the TIF Act. These line items are estimates and each category may be fluctuate in dollars spent, so long as the total budget (\$75M) is not exceeded. The largest line items are in areas where SB Friedman tends to see most TIF dollars spent (capital projects, land assembly and site preparation). Spending across all line items may change but the intention is to show where SB Friedman estimates most TIF funds will be spent over time based on their experience with other TIF districts.

EAV Growth

Included in the TIF report is an estimate of “anticipated” Equalized Assessed Value (EAV) growth. As with the projected budgeted expenditures, the projected growth was developed in part based on the development scenarios and recommendations established within the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to that plan, as well as inflationary growth in incremental property taxes over the life of the district. Market conditions and timing of projects could have an impact on the overall EAV growth.

Summary

SB Friedman found that the proposed RPA qualifies as a “conservation area,” with 75% of the primary structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors were found to be present to a meaningful extent and reasonably distributed within the proposed RPA.

JOINT REVIEW BOARD FINDINGS AND RECOMMENDATION

Prior to the public hearing, the TIF Act also requires that the Village hold a Joint Review Board (JRB) meeting with all affected taxing bodies. The Joint Review Board, in its advisory capacity to the Buffalo Grove Village Board, was requested to consider the report and its findings and make a determination as to whether the Redevelopment Plan and Eligibility Study meet the criteria to establish a Tax Increment Financing District as set forth in the TIF Act.

On June 20, 2023, the Village held the JRB meeting to consider the proposed TIF. The JRB includes the following agencies and one public member:

- Cook County
- Wheeling Township
- Village of Buffalo Grove
- Buffalo Grove Park District
- Indian Trails Public Library District
- Wheeling School District 21
- High School District 214
- Harper Community College District 512
- Public Member

Of the 9 members, 6 members were present. The JRB unanimously approved Joint Review Board Resolution 2023-01 recommending approval of the 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area to the Village Board. No members from the public spoke. Minutes from the June 20, 2023 meeting are included.

STAFF RECOMMENDATION

Staff recommends that Village Board open the public hearing and take testimony regarding the proposed TIF. Once all public comments have been received, the Village Board may close the hearing. Pursuant to the TIF Act, the Village Board must wait at least 14 days from the close of the Public Hearing before introducing or taking action on the Ordinances establishing the 2023 Buffalo Grove Dundee Road TIF District. Said Ordinances are currently scheduled for consideration at the August 21, 2023 Village Board meeting. For reference purposes, the draft Ordinances are attached.



VILLAGE OF BUFFALO GROVE, IL

2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area

Tax Increment Financing District

Eligibility Report and Redevelopment Plan and Project

DRAFT REPORT | May 4, 2023



VILLAGE OF BUFFALO GROVE, IL
**2023 Buffalo Grove Dundee Road
TIF District Redevelopment Project Area**

Tax Increment Financing District

Eligibility Report and Redevelopment Plan and Project

May 4, 2023

S B FRIEDMAN DEVELOPMENT ADVISORS, LLC
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VILLAGE OF BUFFALO GROVE, IL
2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area
Tax Increment Financing District
Eligibility Report and Redevelopment Plan and Project

Table of Contents

SECTION	PAGE
1. Introduction.....	1
2. Eligibility Report	8
3. Redevelopment Plan and Project.....	13
Appendix 1: Limitations of the Eligibility Report and Consultant Responsibilities	24
Appendix 2: Glossary.....	25
Appendix 3: Proposed Dundee Road RPA Boundary Legal Description	27
Appendix 4: List of PINs in Proposed Dundee Road RPA.....	29
 LIST OF MAPS	 PAGE
Map 1: Community Context.....	5
Map 2: Proposed RPA Boundary	6
Map 3: Existing Land Use.....	8
Map 4: Deterioration	12
Map 5: Proposed Future Land Use.....	15

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1. Introduction

The Village of Buffalo Grove (the "Village") seeks to establish a tax increment financing ("TIF") district to serve as an economic development tool and promote the revitalization of land in the southwestern portion of the Village, along Dundee Road. The Village engaged SB Friedman Development Advisors ("SB Friedman") in February 2023 to conduct a redevelopment project area feasibility study and prepare a redevelopment and project.

This document serves as the Eligibility Report and Redevelopment Plan and Project (together, the "Report") for the proposed 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area ("Dundee Road RPA" or the "RPA"). **Section 2** of the Report, the Eligibility Report, details the eligibility factors found within the proposed RPA in support of its designation as a "conservation area" for improved land, within the definitions set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4--1 et seq., as amended (the "Act"). **Section 3** of this Report, the Redevelopment Plan and Project (the "Redevelopment Plan"), outlines the comprehensive program to revitalize the proposed RPA, as required by the Act.

Redevelopment Project Area

The proposed Dundee Road RPA is located within the Village in Cook County (the "County"), as shown on **Map 1**. The proposed RPA comprises approximately 107 acres of land, including 89 acres within 23 parcels, and 18 acres of right-of-way. The proposed RPA extends east-west along Dundee Road. Most parcels in the proposed RPA are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road, as illustrated in **Map 2**. The proposed RPA consists of a mix of commercial, civic/institutional, and open space uses, as shown in **Map 3**. The proposed RPA contains: two shopping centers, each with multiple retail tenants; Buffalo Grove High School, including the school building and recreational amenities that serve the school; four parcels associated with three former auto dealerships that are currently untenanted; Bison Park; and one standalone retail property.

Determination of Eligibility

This Report concludes that the proposed Dundee Road RPA is eligible for designation as a "conservation area" for improved land, per the Act. There are 20 buildings in the proposed RPA, across 12 parcels. For the purposes of analysis, in a previously developed area, parcels that include side yards or parking lots related to an adjacent building are considered "improved". Therefore, all parcels are considered "improved" in this analysis.

CONSERVATION AREA FINDINGS

2022 data from the Cook County Assessor indicated that 15 out of 20 (75%) of the primary structures in the proposed RPA are aged 35 years or older. This satisfies the requirement that 50% or more of the structures in the area have an age of 35 years or more. Further, the following four (4) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration;
2. Inadequate Utilities;

3. Presence of Structures below Minimum Code Standards; and
4. Excessive Vacancies.

These factors are defined under the Act at 65 ILCS 5/11-74.4-3-(a) and (b) and are more fully described in **Appendix 2**.

Based on the age of primary structures in the proposed RPA and the presence of four (4) eligibility factors, the proposed RPA qualifies under a “conservation area” finding (age of structures plus at least three eligibility factors).

SUMMARY OF ELIGIBILITY FINDINGS

SB Friedman found that the proposed RPA qualifies as a “conservation area,” with 75% of the primary structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors were found to be present to a meaningful extent and reasonably distributed within the proposed RPA.

These conditions hinder the potential to redevelop the proposed RPA and capitalize on its unique attributes. The proposed RPA will benefit from a strategy that addresses the challenges of aged structures, inadequate utility infrastructure, deterioration, and excessive vacancies to facilitate the overall improvement of its physical condition.

Redevelopment Plan Goal, Objectives and Strategy

GOAL. The overall goal of the Redevelopment Plan and Project is to reduce or eliminate conditions that qualify the proposed RPA as an improved “conservation area”, and to provide the direction and mechanisms necessary to redevelop the proposed RPA as a vibrant mixed-use district. Redevelopment of the proposed RPA is intended to revitalize the area, strengthen the economic base, and enhance the Village’s overall quality of life.

OBJECTIVES. The following six (6) objectives support the overall goal of revitalization of the proposed RPA:

1. Facilitate the physical improvement and/or rehabilitation of existing structures and façades within the proposed RPA, and encourage the construction of new commercial, residential, civic/cultural, and public development, where appropriate;
2. Foster the replacement, repair, construction and/or improvement of public infrastructure, where needed, to create an environment conducive to private investment;
3. Provide resources for streetscaping, landscaping and signage to improve the image, attractiveness and accessibility of the proposed RPA, create a cohesive identity for the proposed RPA and surrounding area, and provide, where appropriate, for buffering between different land uses and screening of unattractive service facilities such as parking lots and loading areas;
4. Facilitate the assembly and preparation, including demolition and environmental clean-up, where necessary, and marketing of available sites in the proposed RPA for redevelopment and new development by providing resources as allowed by the Act;

5. Support the goals and objectives of other overlapping plans, including the Village of Buffalo Grove Comprehensive Plan published in 2009 (the “2009 Comprehensive Plan”), as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan.
6. Coordinate available federal, state and local resources to further the goals of this Redevelopment Plan and Project.

STRATEGY. Redevelopment and rehabilitation of the proposed RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use TIF, as well as other funding sources, to reinforce and encourage further private investment.

Financial Plan

ELIGIBLE COSTS. The Act outlines several categories of expenditures that can be funded using incremental property taxes. These expenditures, referred to as eligible redevelopment project costs, include all reasonable or necessary costs incurred or estimated to be incurred and any such costs incidental to this Redevelopment Plan pursuant to the Act.

ESTIMATED REDEVELOPMENT PROJECT COSTS. The estimated eligible redevelopment project costs of this Redevelopment Plan are \$95 million¹. The total of eligible redevelopment project costs provides an upper limit on expenditures that are to be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest and other financing costs.

EQUALIZED ASSESSED VALUE OF PROPERTIES IN THE PROPOSED RPA. The 2021 EAV (the most recent year in which assessed values and the equalization factor were available) of all taxable parcels in the proposed RPA is \$22,259,249. By tax year 2046 (collection year 2047), the total taxable EAV for the proposed RPA is anticipated to be approximately \$83 million.

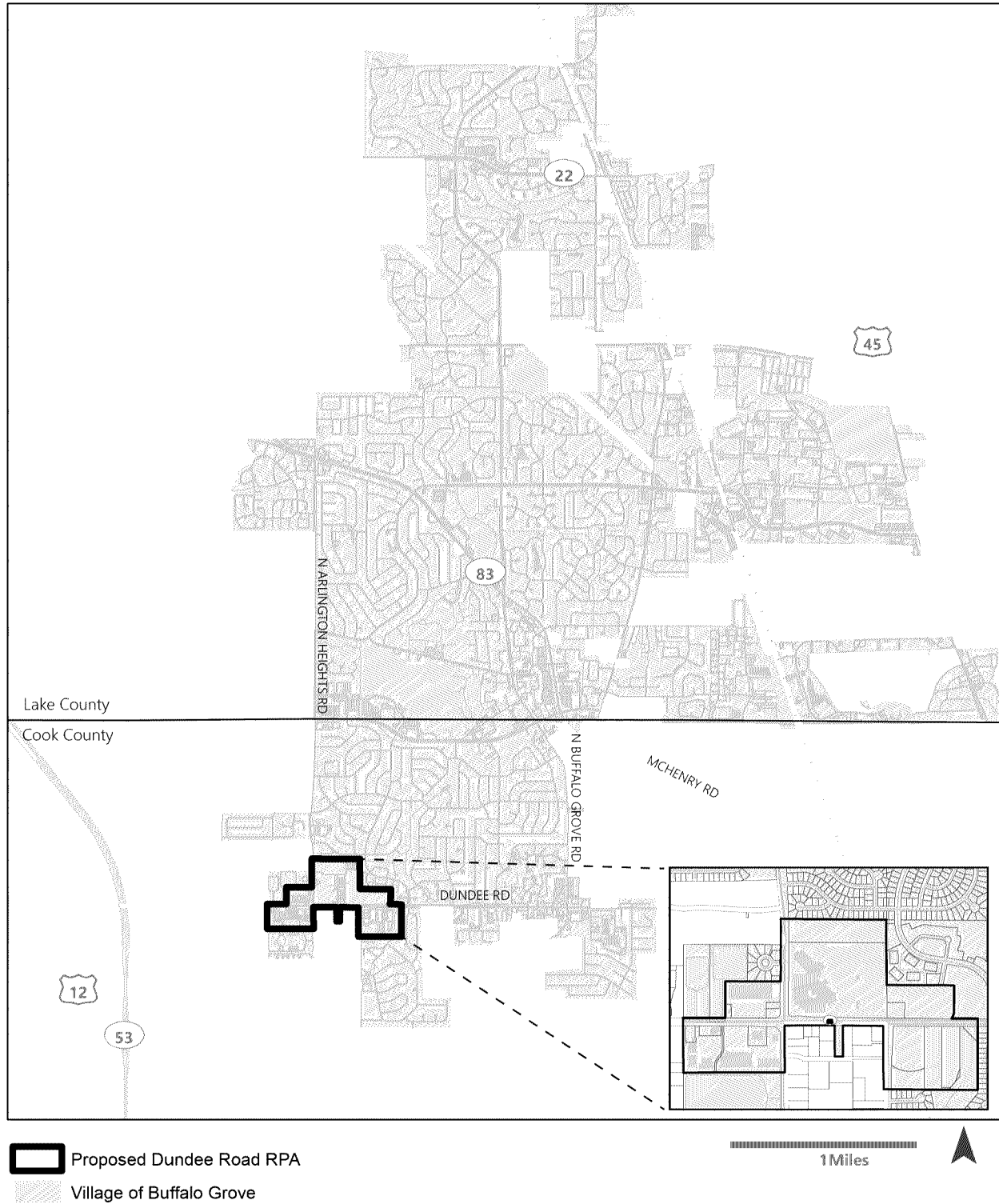
Required Tests and Findings

The required conditions for the adoption of this Redevelopment Plan and Project are found to be present within the proposed Dundee Road RPA:

1. The proposed RPA is approximately 107 acres in size and thus satisfies the requirement that it be at least 1.5 acres;
2. Limited private investment has occurred in the proposed Dundee Road RPA over the last five years;
3. Without the support of public resources, the redevelopment objectives for the proposed RPA would most likely not be realized. Accordingly, “but for” the designation of a TIF district, these projects would be unlikely to occur on their own;
4. The proposed Dundee Road RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project;

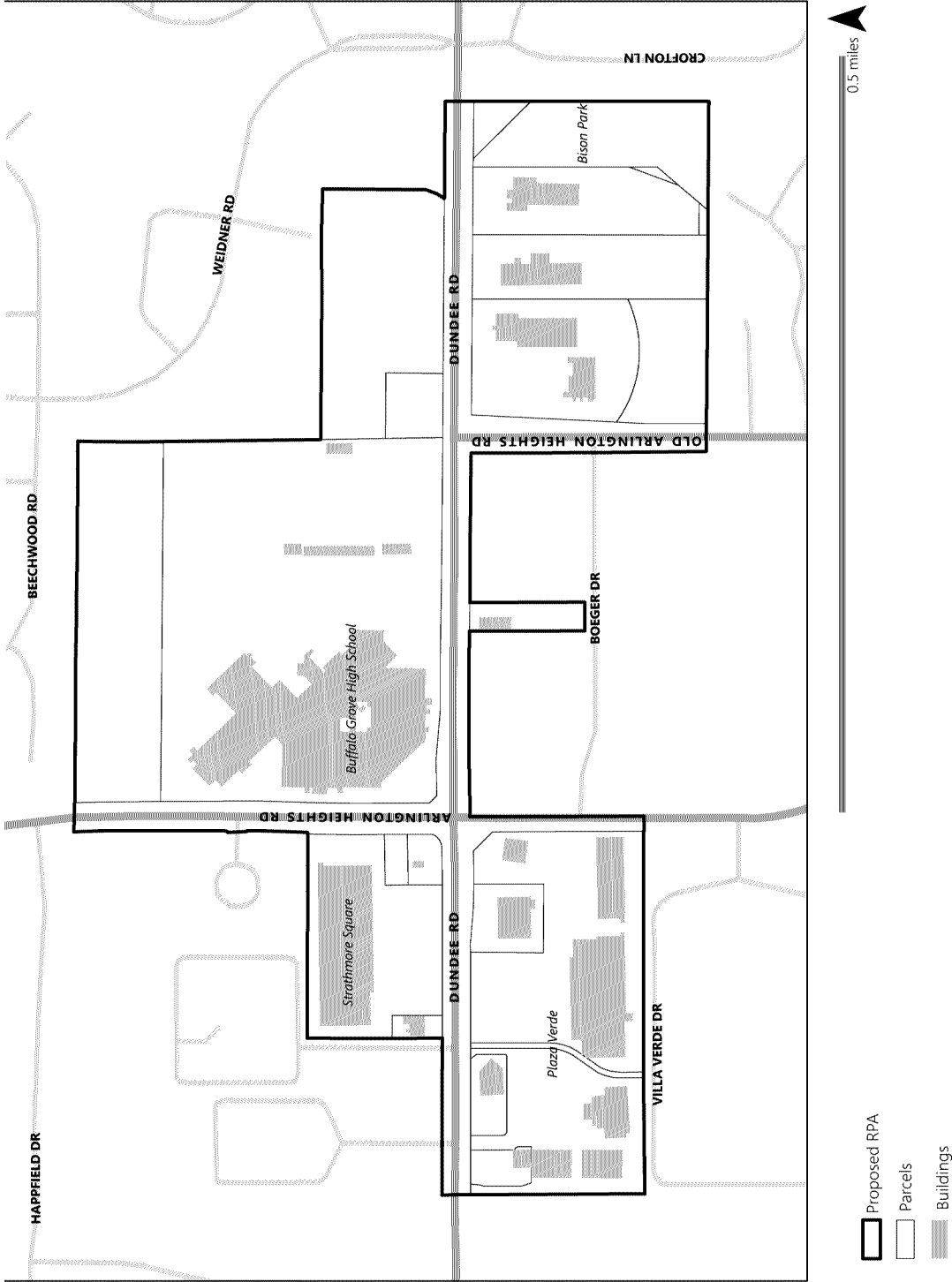
5. The Redevelopment Plan conforms to and proposes land uses that are consistent with the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan, and other relevant plans;
6. The Village certifies that no displacement will occur as a result of activities pursuant to this Redevelopment Plan. Therefore, a Housing Impact Study is not required under the Act; and
7. The Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023.

Map 1: Community Context



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Map 2: Proposed RPA Boundary



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Map 3: Existing Land Use



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

2. Eligibility Report

This report concludes that the proposed Dundee Road RPA is eligible for designation as a “conservation area” for improved land, per the Act.

Provisions of the Illinois Tax Increment Allocation Redevelopment Act

Under the Act, two (2) primary avenues exist to establish eligibility for an area to permit the use of TIF for redevelopment: declaring an area as a “blighted area” and/or a “conservation area.” “Blighted areas” are those improved or vacant areas with blighting influences that are impacting the public safety, health, morals, or welfare of the community, and are substantially impairing the growth of the tax base in the area. “Conservation areas” are those improved areas that are deteriorating and declining and soon may become blighted. A description of the statutory provisions of the Act is provided below.

Factors for Improved Areas

According to the Act, “blighted areas” for improved land must demonstrate at least five (5) of the following eligibility factors, which threaten the health, safety, morals or welfare of the proposed district. “Conservation areas” must have a minimum of 50% of the total structures within the area aged 35 years or older, plus a combination of three (3) or more additional eligibility factors that are detrimental to the public safety, health, morals or welfare, and that could result in such an area becoming a “blighted area.” The following are eligibility factors for improved areas:

- Dilapidation
- Obsolescence
- Deterioration
- Presence of Structures below Minimum Code Standards
- Illegal Use of Individual Structures
- Excessive Vacancies
- Lack of Ventilation, Light or Sanitary Facilities
- Inadequate Utilities
- Excessive Land Coverage and Overcrowding of Structures and Community Facilities
- Deleterious Land Use or Layout
- Environmental Clean-Up
- Lack of Community Planning
- Lack of Growth in EAV

A definition of each factor is provided in **Appendix 2**.

Methodology Overview

SB Friedman conducted the following analyses to determine whether the proposed Dundee Road RPA is eligible for designation as a “conservation area”, per the Act:

- Parcel-by-parcel field observations and photography documenting external property conditions;
- Analysis of historical EAV trends for the last six years (five year-to-year periods) for which data are available and final (2017-2021) from the Cook County Assessor’s Office;
- Review of building age data from the Cook County Assessor’s Office;

- Review of parcel-level GIS shapefile data provided by the County;
- Review of municipal and county codes, building permit records (2018-2022), and code violation records as of February 2023;
- Review of a memorandum provided by the Village regarding locations, ages and conditions of water, stormwater and sanitary sewer infrastructure; and
- Review of current and prior comprehensive plans provided by the Village (from 1973, 1981, 1986, and the current plan from 2009).

SB Friedman examined all parcels for qualification factors consistent with the requirements of the Act. SB Friedman analyzed the presence or absence of each eligibility factor on a building-by-building, parcel-by-parcel basis and/or aggregate basis as applicable. The building and parcel information was then plotted on a map of the proposed RPA to determine which factors were present to a meaningful extent and reasonably distributed throughout the proposed RPA.

Conservation Area Findings

Based upon the conditions found within the proposed RPA at the completion of SB Friedman's research, it has been determined that the land within the proposed RPA meets the eligibility requirements of the Act as a "conservation" area." Of the 20 primary structures in the proposed RPA, 15 primary structures (75%) are 35 years of age or older. SB Friedman's research indicates that the following four (4) factors are present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration
2. Inadequate Utilities
3. Presence of Structures below Minimum Code Standards
4. Excessive Vacancies

Each eligibility factor that is present to a meaningful extent and reasonably distributed throughout the proposed RPA is summarized below. **Map 4** illustrate the distribution of those eligibility factors found to be reasonably distributed on a building-by-building and/or parcel-by-parcel basis within the proposed RPA by highlighting each parcel or building where the respective factors were found to be present to a meaningful degree.

1. DETERIORATION

The Act defines deterioration as defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

Physical deterioration was observed on 19 parcels of 23 parcels (83% of parcels), as shown on **Map 4** below. The most common form of deterioration was on surface improvements, including on parcels and along adjacent rights-of-way. Catalogued surface improvement deterioration included cracks in infrastructure, alligatoring of pavement, and potholes on parking lots, alleys, and roads. There were also seven parcels that exhibited building deterioration, including instances of water damage on building fascia, a broken downspout, a crumbling foundation, and broken windows. Deterioration of buildings and surface improvements can make

it appear as though the proposed RPA lacks investment and can make it more difficult to attract new businesses or consumers. This factor was found to be meaningfully present and reasonably distributed throughout the proposed RPA.

2. INADEQUATE UTILITIES

The Act defines inadequate utilities as underground and overhead utilities, such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electrical services, which are:

1. Of insufficient capacity to serve the uses in the proposed RPA;
2. Deteriorated, antiquated, obsolete or in disrepair; or
3. Lacking within the redevelopment project area.

Based on a memorandum provided by, and conversations with the Village, the stormwater sewer systems throughout the proposed RPA, including both privately and publicly owned infrastructure, are on average 40 years old. None of these systems was designed to current standards, which were adopted in 2014. Based on these conditions, the inadequate utilities factor was found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA.

3. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS

Per the Act, structures below minimum code standards are those that do not meet applicable standards of zoning, subdivision, building, fire and other governmental codes. The principal purpose of such codes is to protect the health and safety of the public, including residents, workers and visitors in the proposed RPA.

The memorandum provided by the Village indicated that the stormwater sewer systems throughout the proposed RPA, which includes both privately and publicly owned infrastructure, are on average 40 years old and were not designed to current 2014 standards. The presence of structures below minimum code standards, and the cost to upgrade “grandfathered” structures to meet modern codes may also reduce the overall competitiveness and economic viability of the area. Thus, we found this factor is present to a meaningful extent and is reasonably distributed throughout the proposed RPA.

4. EXCESSIVE VACANCIES

The Act defines excessive vacancies as the presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies. The proposed RPA contains primarily retail uses, so this section will focus on retail vacancies.

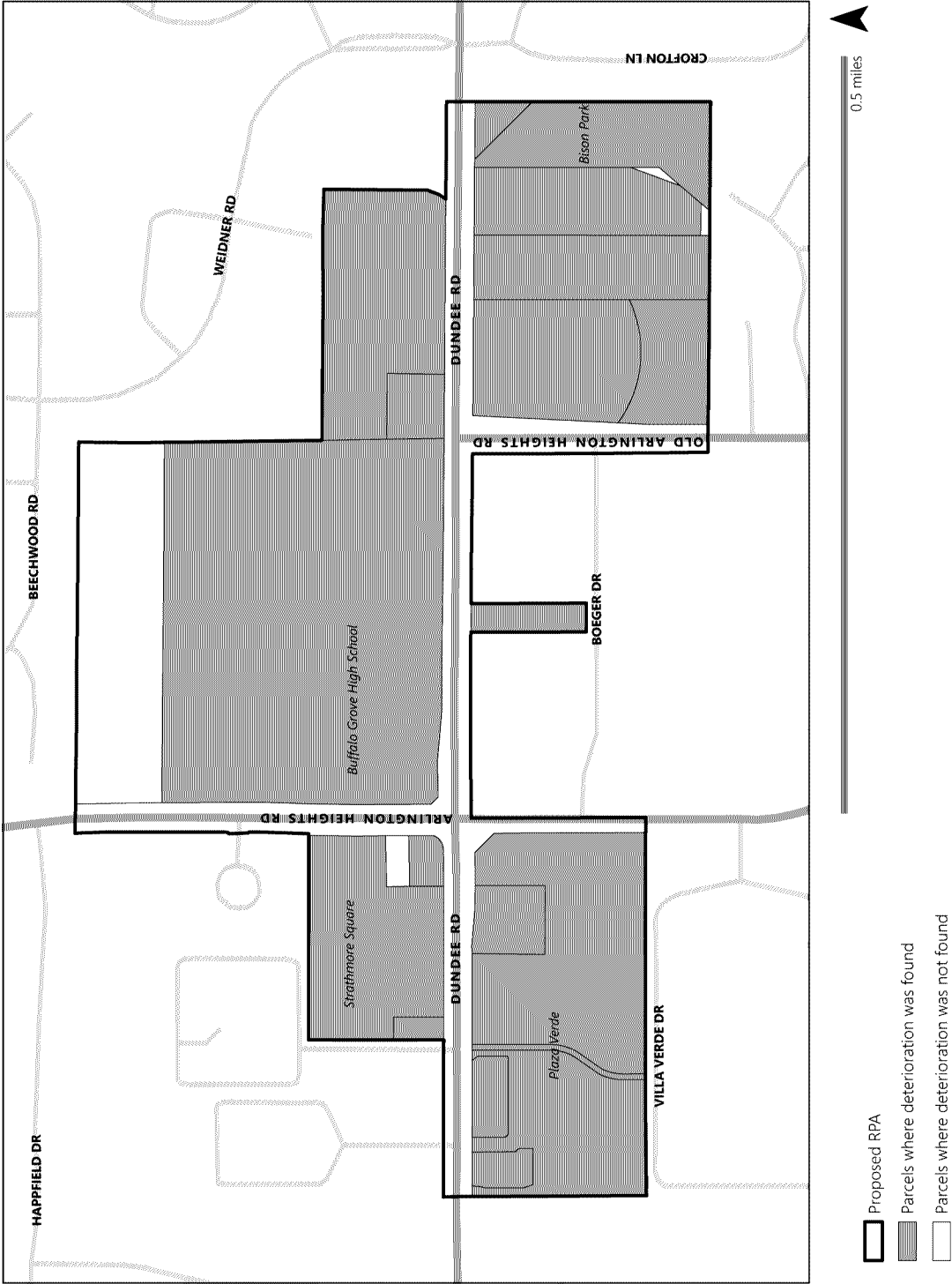
According to CoStar, a commercial real estate data provider, as of March 2023, 13% of the total retail space within the proposed RPA is vacant. This is nearly double the rate of the retail vacancy of the broader market (within a 15-minute drive of the proposed RPA (7%)).

We believe that the proposed RPA’s relatively high retail vacancy represents an adverse influence on the area. This factor was found to be meaningfully present and reasonably distributed throughout the proposed RPA.

Summary of Findings

SB Friedman found that the proposed RPA qualifies to be designated as a “conservation area” for improved land, with 75% of the structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors present to a meaningful extent and reasonably distributed within the proposed RPA.

Map 4: Deterioration



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

3. Redevelopment Plan and Project

This document describes the comprehensive redevelopment program proposed to be undertaken by the Village to create an environment in which private investment can reasonably occur. The redevelopment program will be implemented over the 23-year life of the proposed RPA. If a redevelopment project is successful, various new projects will be undertaken that will assist in alleviating blighting conditions and promoting rehabilitation and development in the proposed RPA.

Redevelopment Needs of the Proposed RPA

Currently, the proposed RPA is comprised of parcels that are characterized by a failure to meet current code standards, a lack of private investment, deterioration, inadequate utilities, and aged buildings with excessive vacancies. These conditions reduce the value of the properties in the area and make the proposed RPA less competitive, overall, with property in other communities, thus limiting local area employment and development opportunities, and contributing to the lack of new investment in the proposed RPA.

The existing conditions for the proposed RPA suggest six (6) major redevelopment needs:

1. Capital improvements that further the objectives set forth in this Redevelopment Plan;
2. Site preparation, environmental remediation and stormwater management;
3. Redevelopment of underutilized parcels;
4. Streetscape and infrastructure improvements, including utilities;
5. Rehabilitation of existing buildings; and
6. Resources for commercial, residential, public/private institutional, community facility, park/open space, and utility development.

The goals, objectives and strategies discussed below have been developed to address these needs and facilitate the sustainable redevelopment of the proposed RPA.

GOAL, OBJECTIVES AND STRATEGY

GOAL. The overall goal of the Redevelopment Plan and Project is to reduce or eliminate conditions that qualify the proposed RPA as an improved “conservation area”, and to provide the direction and mechanisms necessary to redevelop the proposed RPA as a vibrant mixed-use district. Redevelopment of the proposed RPA is intended to revitalize the area, strengthen the economic base, and enhance the Village’s overall quality of life.

OBJECTIVES. The following six (6) objectives support the overall goal of revitalization of the proposed RPA:

1. Facilitate the physical improvement and/or rehabilitation of existing structures and façades within the proposed RPA, and encourage the construction of new commercial, residential, civic/cultural and recreational development, where appropriate;
2. Foster the replacement, repair, construction and/or improvement of public infrastructure where needed, including public utilities, public park and recreational facilities, sidewalks,

streets, curbs, gutters, underground water and sanitary systems, and stormwater detention of adequate capacity to create an environment conducive to private investment;

3. Facilitate the renovation or construction of stormwater management systems and flood control within the proposed RPA;
4. Provide resources for streetscaping, landscaping and signage to improve the image, attractiveness and accessibility of the proposed RPA, create a cohesive identity for the RPA and surrounding area, and provide, where appropriate, for buffering between different land uses and screening of unattractive service facilities such as parking lots and loading areas;
5. Facilitate the assembly and preparation, including demolition and environmental clean-up, where necessary, and marketing of available sites in the proposed RPA for redevelopment and new development by providing resources as allowed by the Act; and
6. Support the goals and objectives of other overlapping plans, including the Village's 2009 Comprehensive Plan as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan, and coordinate available federal, state and local resources to further the goals of this Redevelopment Plan and Project.

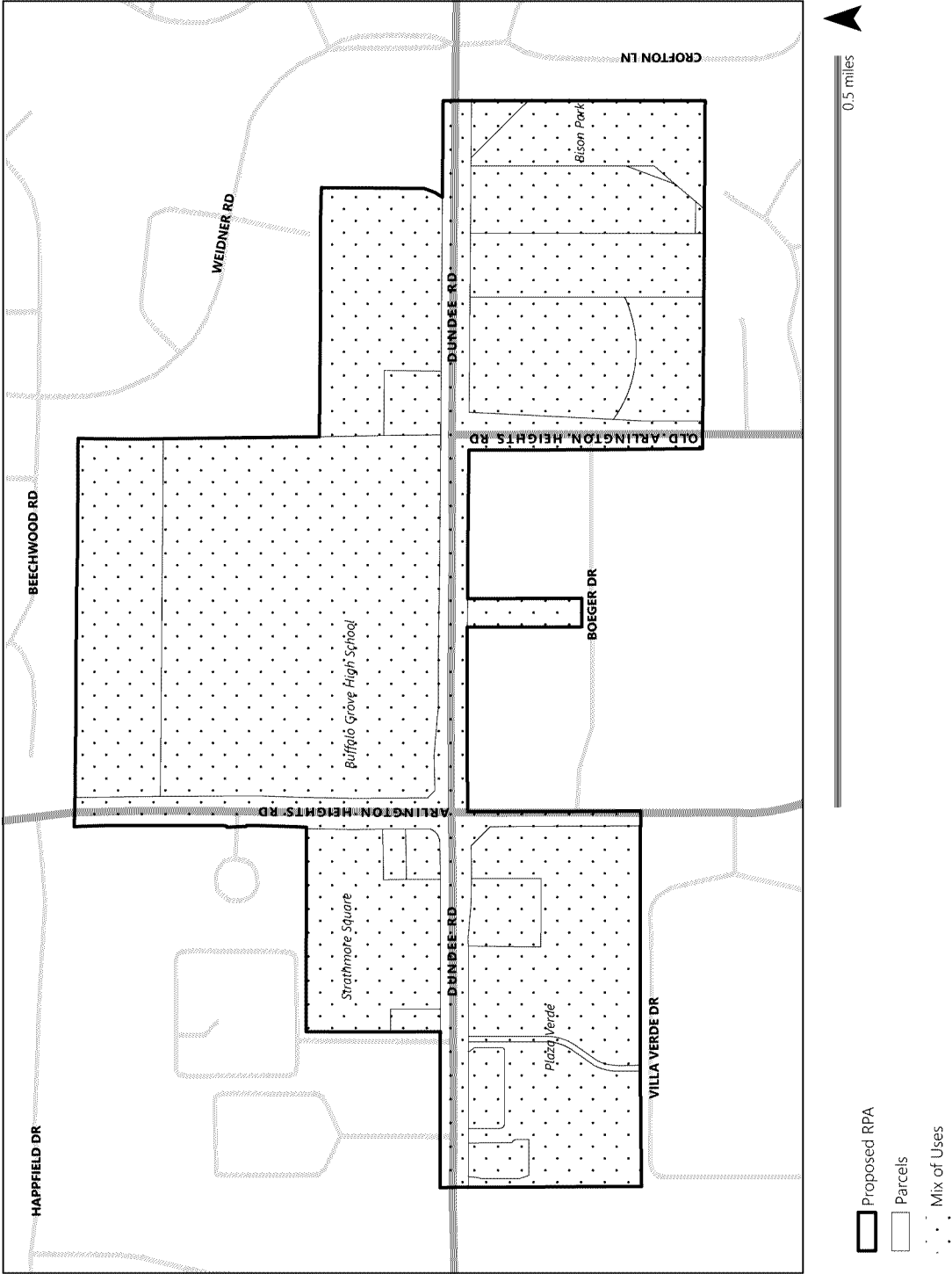
STRATEGY. Redevelopment and rehabilitation of the proposed RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use TIF, as well as other funding sources, to reinforce and encourage further private investment.

Proposed Future Land Use

The proposed future land uses within the proposed RPA, as shown in **Map 5**, are consistent with the long-term objective of this Redevelopment Plan. The mixed-use designation is meant to allow for a variety of uses throughout the proposed RPA consistent with the Village's Comprehensive Plan as amended. The mixed-use designation allows for the following uses:

- Commercial
- Office
- Residential
- Civic/Cultural
- Public

Map 5: Proposed Future Land Use



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Financial Plan

ELIGIBLE COSTS

The Act outlines several categories of expenditures that can be funded using tax increment revenues. These expenditures, referred to as eligible redevelopment project costs, include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. The Village may also reimburse private entities for certain costs incurred in the development and/or redevelopment process. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans and specifications, and implementation and administration of the Redevelopment Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(1).
2. The costs of marketing sites within the proposed RPA to prospective businesses, developers and investors.
3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground-level or below-ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land as more fully set forth in 65 ILCS 5/11-74.4-3(q)(2).
4. Costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(3); and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.
5. Costs of the construction of public works or improvements, subject to the limitations in Section 11-74.4-3(q)(4) of the Act.
6. Costs of job training and retraining projects, including the costs of “welfare to work” programs implemented by businesses located within the proposed RPA, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(5).
7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto.
8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of this Redevelopment Plan.

9. An elementary, secondary or unit school district's increased per pupil tuition costs attributable to net new pupils added to the district living in assisted housing units will be reimbursed, as further defined in the Act.
10. A library district's increased per patron costs attributable to net new persons eligible to obtain a library card living in assisted housing units, as further defined in the Act.
11. Relocation costs to the extent that the municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law, or by Section 11-74.4-3(n)(7) of the Act.
12. Payment in lieu of taxes, as defined in the Act.
13. Costs of job training, retraining, advanced vocational education or career education, including, but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(10).
14. Interest costs incurred by a developer, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(11), related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. Such costs are to be paid directly from the special tax allocation fund established, pursuant to the Act;
 - b. Such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the developer with regard to the development project during that year;
 - c. If there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. The total of such interest payments paid, pursuant to the Act, may not exceed thirty percent (30%) of the total of: (i) cost paid or incurred by the developer for the redevelopment project; and (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the municipality, pursuant to the Act;
 - e. For the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, the percentage of seventy-five percent (75%) shall be substituted for thirty percent (30%) in subparagraphs 14b and 14d above; and
 - f. Instead of the interest costs described above in paragraphs 14b and 14d, a municipality may pay from tax incremental revenues up to fifty percent (50%) of the cost of construction, renovation and rehabilitation of new housing units (for ownership or rental) to be occupied by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, as more fully described in the Act. If the units are part of a

residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.

Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

If a Special Service Area is established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the proposed RPA for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

ESTIMATED REDEVELOPMENT PROJECT COSTS

The total eligible redevelopment project costs define an upper expenditure limit that may be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest, and other financing costs. The totals of line items are not intended to place a limit on the described expenditures. Adjustments to the estimated line-item costs are expected and may be made administratively by the Village without amendment to this Redevelopment Plan, either increasing or decreasing line-item costs because of changed redevelopment costs and needs. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The estimated eligible costs of this Redevelopment Plan are shown in **Table 3**.

Additional funding in the form of state and federal grants, private developer contributions, and other outside sources may be pursued by the Village as a means of financing improvements and facilities within the proposed RPA.

Table 3: Estimated TIF-Eligible Redevelopment Project Costs

Eligible Expense [1]	Estimated Project Costs
Administration and Professional Service Costs	\$500,000
Site Marketing Costs	\$500,000
Property Assembly and Site Preparation Costs	\$20,000,000
Costs of Building Rehabilitation	\$12,500,000
Costs of Construction of Public Works or Improvements	\$31,000,000
Costs of Job Training or Retraining (Businesses)	\$100,000
Financing Costs	\$100,000
Taxing District Capital Costs	\$10,000,000
Payments in Lieu of Taxes	\$100,000
Costs of Job Training (Community College)	\$100,000
Interest Costs (Developer or Property Owner)	\$100,000
TOTAL REDEVELOPMENT PROJECT COSTS [2] [3] [4]	\$75,000,000

[1] Described in more detail in Eligible Costs Section.

[2] Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest, costs of issuance, and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.

[3] The amount of the Total Redevelopment Project Costs that can be incurred in the proposed RPA may be reduced by the amount of redevelopment project costs incurred in contiguous RPAs, or those separated from the proposed RPA only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the proposed RPA, but may not be reduced by the amount of redevelopment project costs incurred in the proposed RPA that are paid from incremental property taxes generated in contiguous RPAs or those separated from the proposed RPA only by a public right-of-way.

[4] All costs are in 2023 dollars and may be increased by 5% after adjusting for annual inflation reflected in the Consumer Price Index (CPI), published by the U.S. Department of Labor. In addition to the above stated costs, each issue of obligations issued to finance a phase of the Redevelopment Plan and Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest costs.

PHASING, SCHEDULING OF THE REDEVELOPMENT, AND ESTIMATED DATES OF COMPLETION

Each private project within the proposed RPA receiving TIF benefits shall be governed by the terms of a written redevelopment agreement entered into by a designated developer and the Village of Buffalo Grove. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs are estimated to be retired, no later than December 31 of the year in which the payment to the Village provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this proposed RPA is adopted. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023.

SOURCES OF FUNDS TO PAY COSTS

Funds necessary to pay for redevelopment project costs and/or municipal obligations, which may be issued or incurred to pay for such costs, are to be derived principally from tax increment revenues and/or proceeds from municipal obligations, which have as a repayment source tax increment revenue. To secure the issuance of these obligations and the developer's performance of redevelopment agreement obligations, the Village may require the utilization of guarantees, deposits, reserves, and/or other forms of security made available by private sector developers. The Village may incur redevelopment project costs that are paid from the funds of the Village other than incremental taxes, and the Village then may be reimbursed for such costs from incremental taxes.

The tax increment revenue, which will be used to fund tax increment obligations and eligible redevelopment project costs, shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase of the current EAV of each taxable lot, block, tract or parcel of real property in the proposed RPA over and above the certified initial EAV of each such property.

Other sources of funds, which may be used to pay for development costs and associated obligations issued or incurred, include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other sources of funds and revenues as the municipality and developer may deem appropriate.

The proposed RPA may be or become contiguous to or be separated only by a public right-of-way from, other redevelopment areas created under the Act (65 ILCS 5/11 74.4 4 et. seq.). The Village may utilize net incremental property tax revenues received from the proposed RPA to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the proposed RPA made available to

support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the proposed RPA, shall not at any time exceed the Total Redevelopment Project Costs described in **Table 3** of this Redevelopment Plan.

ISSUANCE OF OBLIGATIONS

To finance project costs, the Village may issue bonds or obligations secured by the anticipated tax increment revenue generated within the proposed RPA, or such other bonds or obligations as the Village may deem as appropriate. The Village may require the utilization of guarantees, deposits or other forms of security made available by private sector developers to secure such obligations. In addition, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the Village pursuant to this Redevelopment Plan and the Act shall be retired within the timeframe described under “Phasing, Scheduling of the Redevelopment, and Estimated Dates of Completion” above. Also, the final maturity date of any such obligations that are issued may not be later than 20 years from their respective dates of issue. One or more of a series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the Village shall not exceed the amounts available from tax increment revenues, or other sources of funds, if any, as may be provided by ordinance. Obligations may be of parity or senior/junior lien nature. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

In addition to paying redevelopment project costs, tax increment revenues may be used for the scheduled and/or early retirement of obligations, and for reserves and bond sinking funds.

MOST RECENT EQUALIZED ASSESSED VALUE OF PROPERTIES IN THE PROPOSED RPA

The purpose of identifying the most recent EAV of the proposed RPA is to provide an estimate of the initial EAV for the purpose of annually calculating the incremental EAV and incremental property taxes of the proposed RPA. The 2022 EAV (the most recent year in which final assessed values and equalization factor were available) of all taxable parcels in the proposed RPA is approximately \$28,600,000. This total EAV amount by property index number (“PIN”) is summarized in **Appendix 4**. The EAV is subject to verification by the Cook County Assessor’s Office. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the “Certified Initial EAV” from which all incremental property taxes in the proposed RPA will be calculated by the County.

ANTICIPATED EQUALIZED ASSESSED VALUE

By tax year 2046 (collection year 2047), the total taxable EAV for the proposed RPA is anticipated to be approximately \$83 million.

Impact of the Redevelopment Project

This Redevelopment Plan is expected to have short- and long-term financial impacts on the affected taxing districts. During the period when TIF is utilized, real estate tax increment revenues from the increases in EAV over and above the Certified Initial EAV (established at the time of adoption of this document) may be used

to pay eligible redevelopment project costs for the proposed RPA. To the extent that real property tax increment is not required for such purposes, revenues shall be declared surplus and become available for distribution annually to area taxing districts in the manner provided by the Act. At the time when the proposed RPA is no longer in place under the Act, the real estate tax revenues resulting from the redevelopment of the proposed RPA will be distributed to all taxing district levying taxes against property located in the proposed RPA. These revenues will then be available for use by the affected taxing districts.

DEMAND ON TAXING DISTRICT SERVICES AND PROGRAMS TO ADDRESS FINANCIAL AND SERVICE IMPACT

In 1994, the Act was amended to require an assessment of any financial impact of a redevelopment project area on, or any increased demand for service from, any taxing district affected by the redevelopment plan, and a description of any program to address such financial impacts or increased demand.

Replacement underutilized buildings and sites with active and more intensive uses may result in additional demands on services and facilities provided by the districts. Given the preliminary nature of this Redevelopment Plan, specific fiscal impacts on the taxing districts and increases in demand for services provided by those districts cannot accurately be assessed within the scope of this Plan. At this time, no special programs are proposed for these taxing districts. The Village intends to monitor development in the area and should demand increase, the Village intends to work with the affected taxing districts to determine what, if any, program is necessary to provide adequate services.

The following taxing districts presently levy taxes on properties within the proposed RPA:

- Cook County
- Cook County Consolidated Elections District
- Cook County Forest Preserve
- Wheeling Township
- Wheeling Township General Assistance
- Wheeling Township Road
- Village of Buffalo Grove
- Wheeling Community Consolidated School District 21
- Arlington Heights Township High School District 214
- Harper Community College District 512
- Buffalo Grove Park District
- Metropolitan Water Reclamation District of Greater Chicago
- Northwest Mosquito Abatement District
- Indian Trails Public Library District

Required Tests and Findings

As a part of establishing the proposed RPA, the following additional findings must be made:

FINDING 1: LACK OF GROWTH AND DEVELOPMENT THROUGH PRIVATE INVESTMENT

The Village is required to evaluate whether the proposed RPA has been subject to growth and development through private investment and must substantiate a finding of lack of such investment. Limited private investment has occurred in the proposed RPA during the past five years (2017-2022), as demonstrated by the following:

- **LIMITED CONSTRUCTION-RELATED PERMIT ACTIVITY.** Building permit data provided by the Village indicates there has only been limited private investment in the proposed RPA in the last five years. Since 2018, the Village has issued building permits associated with approximately \$2.8 million of improvements in the proposed RPA. Larger projects included interior remodels, surface area improvements, and minor exterior improvements. There were no new construction projects during that time. Thus, the proposed RPA has not been subject to growth and development through investment by private enterprise.

***Finding:** The proposed RPA, on the whole, has not been subject to growth and development through investment by private enterprise.*

FINDING 2: “BUT FOR...” REQUIREMENT

The Village is required to find that the proposed RPA would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

Without the support of public resources, the redevelopment objectives for the proposed RPA would most likely not be realized. The investments required to update and maintain buildings exhibiting deterioration, inadequate utilities, excessive vacancies, and structures that are below minimum code throughout the proposed Dundee Road RPA are extensive and costly, and the private market, on its own, has shown little ability to absorb all of these costs. Public resources to assist with public improvements and project-specific development costs are essential to leverage private investment and facilitate area-wide redevelopment.

***Finding:** But for the adoption of this Redevelopment Plan, critical resources will be lacking to support the redevelopment of the proposed RPA, and the proposed RPA would not reasonably be anticipated to be developed.*

FINDING 3: CONTIGUITY

No redevelopment project area can be designated unless a plan and project are approved prior to the designation of the area; and the area can only include those contiguous parcels that are to be substantially benefited by the proposed redevelopment project improvements.

***Finding:** The proposed RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project.*

FINDING 4: CONFORMANCE TO THE PLANS OF THE VILLAGE

The Redevelopment Plan and Project must conform to the comprehensive plan for the development of the municipality as a whole.

All aspects of this Redevelopment Plan are in agreement with, but subservient to, the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to that plan, which include the proposed RPA.

***Finding:** This Redevelopment Plan conforms to and proposes predominant land uses that are consistent with the Village's Comprehensive Plan.*

FINDING 5: HOUSING IMPACT AND RELATED MATTERS

As set forth in the Act, if a redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a Housing Impact Study and incorporate the study into the Redevelopment Plan and Project document.

***Finding:** SB Friedman found that there are no housing units within the proposed RPA. The Village hereby certifies that no displacement will occur as a result of activities pursuant to this Redevelopment Plan. Therefore, a Housing Impact Study is not required under the Act.*

FINDING 6: ESTIMATED DATES OF COMPLETION

As set forth in the Act, the redevelopment plan must establish the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs.

***Finding:** The estimated dates of completion of the project and retirement of obligations are described in "Phasing and Scheduling of the Redevelopment" above. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023..*

Provisions for Amending Action Plan

This Redevelopment Plan and Project document may be amended pursuant to the provisions of the Act.

Commitment to Fair Employment Practices and an Affirmative Action Plan

The Village of Buffalo Grove hereby affirms its commitment to fair employment practices and an affirmative action plan.

Appendix 1: Limitations of the Eligibility Report and Consultant Responsibilities

The Eligibility Report covers events and conditions that were determined to support the designation of the proposed Redevelopment Project Area ("RPA" or "TIF District") as a "conservation area" under the Act at the completion of our field research in February 2023 and not thereafter. These events or conditions include, without limitation, governmental actions and additional developments.

This Eligibility Report, Redevelopment Plan and Project, (the "Report") summarizes the analysis and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of SB Friedman. The Village is entitled to rely on the findings and conclusions of the Report in designating the proposed RPA as a redevelopment project area under the Act. SB Friedman has prepared the Report with the understanding that the Village would rely: (1) on the findings and conclusions of this Redevelopment Plan in proceeding with the designation of RPA and the adoption and implementation of this Redevelopment Plan; and (2) on the fact that SB Friedman has obtained the necessary information including, without limitation, information relating to the equalized assessed value of parcels comprising the proposed RPA, so that the Report will comply with the Act and that the proposed RPA can be designated as a redevelopment project area in compliance with the Act.

The Report is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the Report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved will necessarily vary from those described in our Report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the Report to reflect events or conditions which occur subsequent to the date of the Report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates and other market factors. However, we will be available to discuss the necessity for revision in view of changes in economic or market factors.

Preliminary Tax Increment Financing (TIF) projections were prepared for the purpose of estimating the approximate level of increment that could be generated by proposed projects and other properties within the proposed TIF District boundary and from inflationary increases in value. These projections were intended to provide an estimate of the final equalized assessed value (EAV) of the proposed TIF District.

As such, our report and the preliminary projections prepared under this engagement are intended solely for the Village's information, for the purpose of establishing a TIF District. These projections should not be relied upon for purposes of evaluating potential debt obligations or by any other person, firm or corporation, or for any other purposes. Neither the Report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent.

Appendix 2: Glossary

Factors for Improved Land

Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

Deterioration. With respect to buildings, defects including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Presence of Structures below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

Illegal Use of Individual Structures. The use of structures in violation of the applicable federal, state or local laws, exclusive of those applicable to the *Presence of Structures below Minimum Code Standards*.

Excessive Vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

Lack of Ventilation, Light or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Inadequate Utilities. Underground and overhead utilities, such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem

conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

Deleterious Land Use or Layout. The existence of incompatible land use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

Environmental Clean-Up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by state or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Lack of Community Planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

Lack of Growth in Equalized Assessed Value. The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated; or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

Appendix 3: Proposed Dundee Road RPA Boundary Legal Description

OF PROPERTY DESCRIBED AS:

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST

LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Appendix 4: List of PINs in Proposed Dundee Road RPA

Record #	PIN	Est 2022 EAV
1	03-08-101-025-0000	\$2,574,668
2	03-08-101-020-0000	\$1,557,693
3	03-08-101-021-0000	\$1,778,361
4	03-08-101-028-0000	\$503,478
5	03-07-201-029-0000	\$1,475,773
6	03-07-201-028-0000	\$2,448,999
7	03-07-201-030-0000	\$395,906
8	03-07-201-022-0000	\$7,329,080
9	03-07-201-021-0000	\$1,402,660
10	03-07-201-020-0000	\$169,559
11	03-06-400-025-0000	\$7,255,070
12	03-06-400-026-0000	\$749,996
13	03-06-400-033-0000	\$161,098
14	03-06-400-059-0000	\$327,718
15	03-05-302-003-0000	\$0
16	03-05-302-002-0000	\$0
17	03-05-303-029-0000	\$0
18	03-05-303-003-0000	\$0
19	03-08-101-022-0000	\$0
20	03-08-101-023-0000	\$0
21	03-08-101-016-0000	\$0
22	03-08-101-012-0000	\$0
23	03-08-100-008-0000	\$493,944
TOTAL		\$28,624,003

Source: Cook County, SB Friedman

JOINT REVIEW BOARD RESOLUTION 2023 - 01

A RESOLUTION RECOMMENDING THE PROPOSED 2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT REDEVELOPMENT PROJECT AREA TO THE BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS; APPROVAL OF ORDINANCES APPROVING THE REDEVELOPMENT PLAN; DESIGNATING THE REDEVELOPMENT PROJECT AREA; AND ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE PROJECT AREA.

WHEREAS, the Village of Buffalo Grove, Illinois is empowered to exercise the powers enumerated in the Illinois Tax Increment Allocation and Redevelopment Act as amended (65 ILCS 5/11-74 4-1 et. seq.) (the "Act"); and,

WHEREAS, the Village of Buffalo Grove proposes to adopt a Tax Increment Financing District and Redevelopment Project Area for the area generally described as follows: east-west along Dundee Road, with most parcels adjacent to two intersections Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

WHEREAS, on May 25, 2023, a date more than 45 days before the public hearing, more than 14 days before the Joint Review Board Meeting, and within a reasonable time after the Village of Buffalo Grove Board of Trustees accepted a Tax Increment Financing Plan and Report for review, staff of the Village of Buffalo Grove pursuant to the Act sent or caused to be sent notice of its intent to adopt a Tax Increment Financing District, along with the date of the Joint Review Board meeting, along with a copy of the proposed Redevelopment Plan and report by certified mail to the following taxing bodies: County of Cook, Wheeling Township, Wheeling Township Road, Buffalo Grove Park District, Indian Trails Public Library District, Wheeling Community Consolidated School District 21, Arlington Heights Township High School District 214, Harper Community College District 512, Forest Preserve of Cook County, Metropolitan Water Reclamation District of Greater Chicago, Northwest Mosquito Abatement District, Wheeling Township General Assistance, Cook County Consolidated Elections District, Village of Buffalo Grove; and

WHEREAS, on June 20, 2023 the members of the Joint Review Board, convened, reviewed and considered the public record, the planning documents and the proposed ordinances approving the redevelopment plan and project;

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT REVIEW BOARD OF THE 2023 BUFFALO GROVE DUNDEE ROAD REDEVELOPMENT PROJECT AREA, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

SECTION 1: The above recitals are incorporated herein and made a part hereof.

SECTION 2: The Joint Review Board finds that the Proposed 2023 Buffalo Grove Dundee Road TIF District Eligibility Study and Redevelopment Plan and Project satisfies the Redevelopment Plan requirements, the eligibility criteria defined in Section 11-74.4-3 of the Act, and the objectives of the Act.

- a. More specifically, the Joint Review Board finds that the conditions in the area of study hinder the potential to redevelop the area. The proposed TIF area will benefit from a strategy that addresses the challenges of aged structures, inadequate utility infrastructure, deterioration, and excessive vacancies to facilitate the overall improvement of its physical condition.
- b. The proposed TIF area is approximately 107 acres in size satisfying the requirement of the Act that it be at least 1.5 acres.
- c. Limited private investment has occurred in the proposed TIF Area over the last five (5) years.
- d. The Redevelopment Plan conforms to and proposed land uses that are consistent with the 2009 Comprehensive Plan.
- e. No residential displacement will occur as a result of activities pursuant to this Redevelopment Plan.
- f. The proposed TIF area qualifies to be designated as a “blighted area” for vacant land and as a “conservation area”.
 - a. The first requirement is that 50% or more of the structures in the area have an age of 35 years or more. 2022 data from the Cook County Assessor indicated that 15 out of 20 (75%) of the primary structures in the proposed RPA are aged 35 years or older.
 - b. The second requirement is that three (3) or more eligibility factors must be found to be present to a meaningful extent and reasonably distributed through the area. The following four (4) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA:
 - 1. Deterioration;
 - 2. Inadequate Utilities;
 - 3. Presence of Structures below Minimum Code Standards; and
 - 4. Excessive Vacancies.

SECTION 3: The Joint Review Board recommends adoption of an Ordinance Approving the Redevelopment Plan for the Proposed 2023 Buffalo Grove Dundee Road TIF Redevelopment Project Area and Redevelopment Plan.

SECTION 4: The Joint Review Board recommends adoption of an Ordinance Designating the Proposed 2023 Dundee Road TIF Redevelopment Project Area and Redevelopment Plan Redevelopment Project Area.

SECTION 5: The Joint Review Board recommends adoption of an Ordinance Adopting Tax Increment Allocation Financing for the Proposed 2023 Buffalo Grove Dundee Road TIF Redevelopment Project Area and Redevelopment Plan.

SECTION 6: If any provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

SECTION 7: All resolutions, motions or orders in conflict with the resolution are hereby repealed to the extent of such conflict.

SECTION 8: This resolution shall effective as of the date of its adoption.

Dated this 20th day of June, 2023.

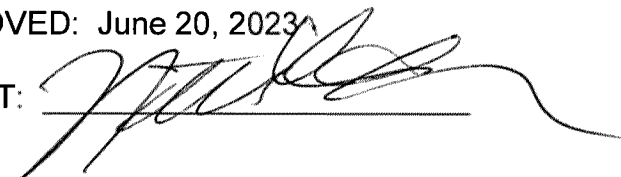
Adopted by a roll call vote as follows:

AYES: 6
NAYS: 0
ABSENT AND NOT VOTING: 3


Chairman of the Joint Review Board

PASSED: June 20, 2023

APPROVED: June 20, 2023

ATTEST: 

Taxing Body	Vote Yes	Vote No
County of Cook	_____	_____
Wheeling Township	_____	_____
Buffalo Grove Park District	X	
Indian Trails Public Library District	X	
Wheeling Community Consolidated School District 21	_____	_____
Arlington Heights Township High School District 214	X	

Harper Community College District 512	X
Village of Buffalo Grove	X
Public Member	X

**Joint Review Board Meeting
Dundee Road TIF District
June 20, 2023 – 2:00 PM
Draft Meeting Minutes
Buffalo Grove Village Hall**

The meeting was called to order at 2:00 PM by Nicole Woods, Director of Community Development for the Village of Buffalo Grove.

Mrs. Woods provided a brief review of the purpose of the meeting and outlined her role as the liaison to the Joint Review Board as part of the Buffalo Grove Dundee Road TIF District.

Mrs. Woods conducted roll call for the agencies involved in the Joint Review Board.

Representatives present include:

Chair(Village of Buffalo Grove) Chris Stilling
Public Member – Kevin Richards
Buffalo Grove Park District - Erika Strojinc, Tim Howe
Indian Trails Public Library District – Susan Beal
Arlington Heights Township High School District 214 – Mike Vargas, Alva Krustzer
Harper Community College District 512 – Rob Galick

Representatives not present include:

Cook County
Wheeling Township
Wheeling Community Consolidated School District 21

Mrs. Woods announced the public member of the Joint Review Board, Kevin Richards – a resident of the Village of Buffalo Grove.

Erika Strojinc made a motion to appoint Kevin Richards as the public member of the Joint Review Board. Chris Stilling seconded the motion.

All in favor by voice vote, no nays. Motion passes.

Mrs. Woods announced the chairperson of the Joint Review Board, Mr. Chris Stilling – Deputy Village Manager for the Village of Buffalo Grove.

Kevin Richards made a motion to appoint Mr. Chris Stilling as the chairperson for the Joint Review Board. Erika Strojinc seconded the motion.

All in favor by voice vote, no nays. Motion passes.

Chairperson Stilling turned the meeting over to the Village of Buffalo Grove Attorney, Patrick Brankin.

Mr. Brankin introduced himself to the Board and provided a background of the development of the current proposed TIF district and the purpose of the meeting. Additionally, Mr. Brankin outlined the next steps in the process.

Chairperson Stilling asked if anyone had any questions regarding the meeting and or the Joint Review Board. No questions were raised.

Chairperson Stilling explained the Public Hearing notice for the proposed TIF District. The documents and notice of the hearing was mailed via certified mail to all required taxing bodies. This public hearing will take place on July 17, 2023 at 7:30 PM.

Chairperson Stilling turned the meeting over to SB Friedman representative Geogg Dickenson to present the 2023 Buffalo Grove Dundee Road Redevelopment Project Area Eligibility Study and Redevelopment Plan and Project.

Mr. Dickenson introduced himself to the Board as the Village's TIF District consultant and provided a brief overview of the development of the plan). Mr. Dickenson took the Board through his presentation which described the purpose of a TIF, why a TIF was being considered in the proposed targeted area and how that area was identified, the impact and the properties that are being considered, and the remaining steps in the process.

Rob Galick asked about the Future Land Use Plan and how the money will be distributed.

Mr. Dickinson responded that the money distribution is up to the board's discretion.

Nicole Woods asked if any JRB members had any further comments or questions about Plan. Seeing none, she asked if any members of the public had any comments or questions regarding the TIF report.

Frank Fiartio, D214 School Board Member, asked if Buffalo Grove High School's land or the building is a part of the proposed TIF District.

Mr. Dickinson responded that both the land and the building would be apart of the TIF area.

Mr. Fiartio, asked if the Village Board wants the Buffalo Grove High School property to build new residential units and who would pay for the tuition repayment.

Mr. Dickinson responded that Schools are important to areas, and the tuition repayment would come from the Village.

Mr. Fiartio asked about a certain use within the project area and if a specific use would come to the area, specifically the vacant Bank of America Building.

Mrs. Woods responded that the specific type of use would have to comply with the Village's Zoning and Code requirements for a commercial building.

Chairperson Stilling continued the meeting by stating that the Village's TIF consultant has reviewed the TIF Report and the plan for this TIF District. He stated that the first duties of the Joint Review Board is to make Findings, in its advisory capacity, as to whether or not the TIF Report and Redevelopment Plan meet the standards of the TIF Act. He continued that the Joint Review Board is also asked to consider three ordinances: all of which are required to establish the TIF District. Action by the Joint Review Board must be taken in the form of a motion "to recommend" and should be directed to the Buffalo Grove Board of Trustees.

Kevin Richards made a motion to approve and confirm the findings set forth in the Joint Review Board Resolution 2023-01 recommending approval of the 2023 Buffalo Grove Dundee Road TIF District. Mike Vargas seconded the motion.

Chair(Village of Buffalo Grove) - Yes
 Public Member – Yes
 Buffalo Grove Park District - Yes
 Indian Trails Public Library District – Yes
 Arlington Heights Township High School District 214 – Yes
 Harper Community College District 512 – Yes

All in favor by voice vote, no nays. Motion passes.

Chairperson Stilling asked if there were any further comments from the Public.

No comments were raised by the Public.

Chairperson Stilling entertained a motion to adjourn the Joint Review Board.

Kevin Richards made a motion to adjourn the Joint Review Board. Mike Vargas seconded the motion.

All in favor by voice vote.

Motion passes. The meeting adjourned at 2:31 PM.

Ordinance 2023- _____

**AN ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS, COOK
AND LAKE COUNTIES, ILLINOIS, APPROVING A TAX INCREMENT
REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE 2023
BUFFALO GROVE DUNDEE ROAD REDEVELOPMENT PROJECT AREA.**

WHEREAS, it is desirable and for the best interest of the citizens of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, ("Buffalo Grove"), for Buffalo Grove to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (Plan and Project) within the municipal boundaries of Buffalo Grove and within a proposed redevelopment project area ("Area") described in Section 1 (a) of this ordinance, which Area consists in the aggregate of approximately 107 acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Board of Trustees of Buffalo Grove called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the act for July 17, 2023 at the Buffalo Grove Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Illinois Department of Commerce and Economic Opportunity by certified mail on May 25, 2023 by publication on _____, 2023 and again on _____, 2023 and by certified mail to taxpayers within the area on _____, 2023; and

WHEREAS, Buffalo Grove has heretofore convened a joint review board as required by and in all respects in compliance with the provisions of the Act;

WHEREAS, the Plan and Project set forth the factors that caused the proposed Area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that caused the area to be a "conservation area" as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of

real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project Improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing Comprehensive Plan for development of Buffalo Grove as a whole to determine whether the proposed Plan and Project conform to the Comprehensive Plan of Buffalo Grove;

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

Section 1. Findings. The Corporate Authorities hereby make the following findings:

- a. The Area, street location (as near as practicable) for the Area and the map are described and depicted in Exhibit A attached hereto and incorporated herein as if set forth in full by this reference.
- b. There exist conditions that cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.
- c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.
- d. The Plan and Project conform to the Comprehensive Plan for the development of Buffalo Grove as a whole.
- e. As set forth in the Plan, the estimated date of completion of the Project is 23 years, and the estimated date of retirement of all obligation incurred to finance redevelopment project costs as defined in the Plan is not be later than December 31st of the year in which the payment to the Village Treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year in which the ordinance approving the redevelopment project area is adopted.
- f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed Project improvements are included in the proposed Area.

Section 2. Exhibits incorporated by reference. The Plans and Project, which were the subject matter of the public hearing held July 17, 2023 are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set forth in full by this reference.

Section 3. Invalidity of any Section. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provisions shall not affect any of the remaining provisions of this ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith shall be and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Dated this ____th day of ____, 2023.

Adopted by a roll call vote as follows:

AYES:

NAYS:

ABSENT AND NOT VOTING:

Eric Smith
Village President

PASSED: _____

APPROVED: _____

ATTEST:

Janet Sirabian
Village Clerk

Exhibit A
THE 2023 BUFFALO GROVE DUNDEE ROAD
REDEVELOPMENT PROJECT AREA

COOK COUNTY

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH

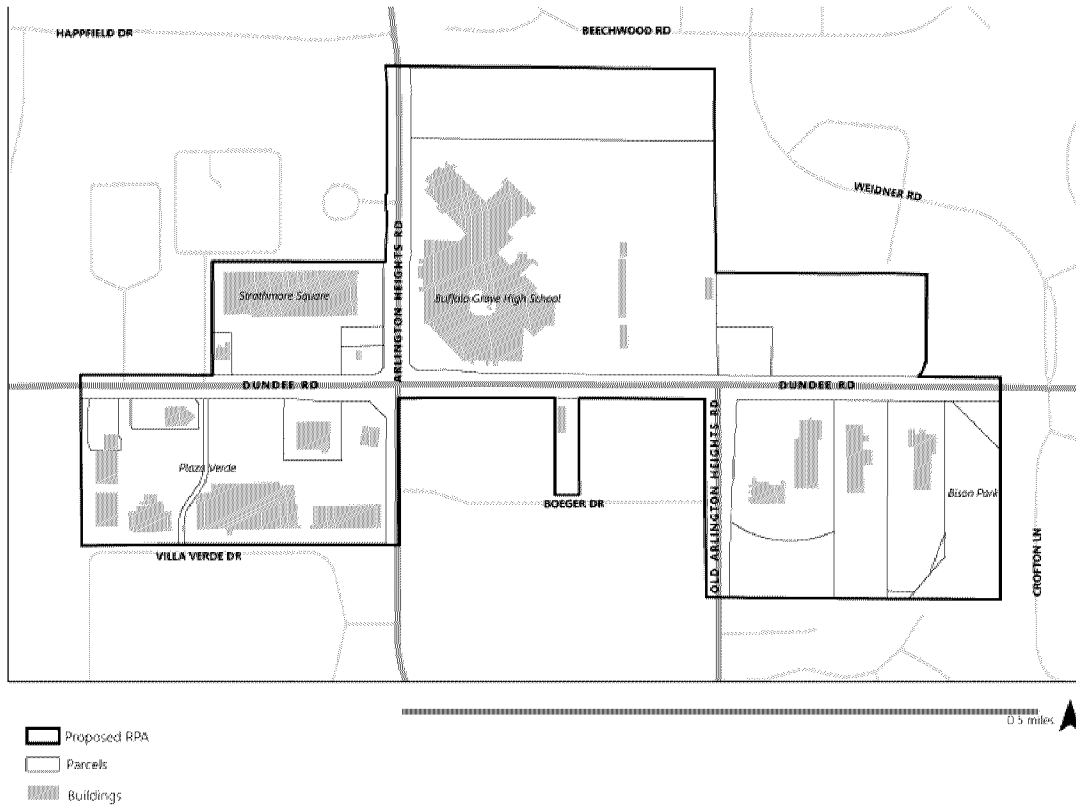
Attachment: Draft Ordinances (Public Hearing- Proposed 2023 Buffalo Dundee Road TIF District)

LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

Proposed Redevelopment Project Area (RPA) or TIF District Map



ORDINANCE 2023- _____

AN ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS, COOK AND LAKE COUNTIES, ILLINOIS, DESIGNATING THE 2023 BUFFALO GROVE DUNDEE ROAD REDEVELOPMENT PROJECT AREA OF SAID VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT.

WHEREAS, it is desirable and for the best interests of the citizens of the Village of Buffalo Grove, Cook and Lake Counties, Illinois ("Buffalo Grove"), for Buffalo Grove to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (Plan and Project) within the municipal boundaries of Buffalo Grove and within a proposed redevelopment project area ("Area") described in Section 1 of this ordinance; and

WHEREAS, the Corporate Authorities have heretofore by ordinance approved the Plan and Project, which Plan and Project were identified in such ordinances and were the subject, along with the Area designation hereinafter made, of a public hearing held on July 17, 2023, and it is now necessary and desirable to designate the Area a redevelopment project area pursuant to the 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. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The street location (as near as is practicable) for the Area and the map of the Area are described and depicted in Exhibit A attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Invalidity of Any Section. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provisions shall not affect any of the remaining provisions of this ordinance.

Section 3. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith shall be and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Dated this __th day of _____ 2023.

Adopted by a roll call vote as follows:

AYES:

NAYS:

ABSENT AND NOT VOTING:

Eric Smith
Village President

PASSED: _____

APPROVED: _____

ATTEST:

Janet Sirabian
Village Clerk

Exhibit A
THE 2023 BUFFALO GROVE DUNDEE ROAD
REDEVELOPMENT PROJECT AREA

COOK COUNTY

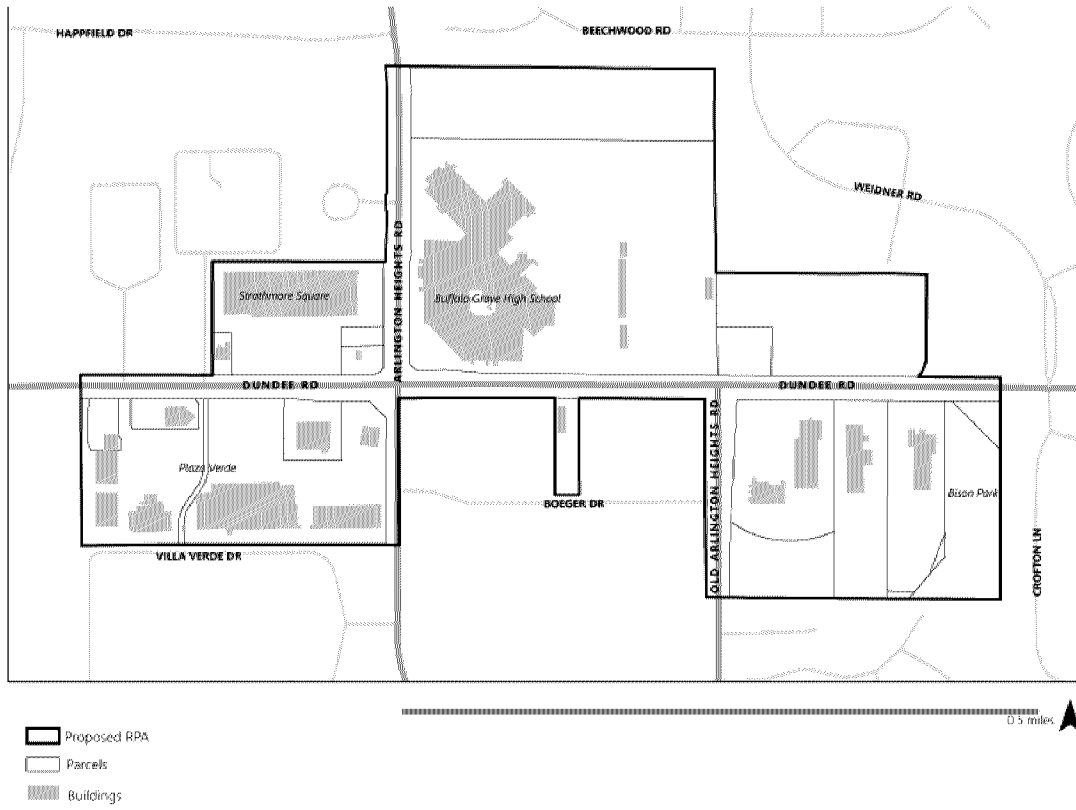
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COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

Proposed Redevelopment Project Area (RPA) or TIF District Map



ORDINANCE 2023-_____**AN ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE FOR THE BUFFALO GROVE DUNDEE ROAD REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and for the best interests of the citizens of Buffalo Grove, Cook and Lake Counties, Illinois ("Buffalo Grove") for Buffalo Grove to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended ("Act"); and

WHEREAS, Buffalo Grove has heretofore approved a redevelopment plan and project (Plan and Project) as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (Area) as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the 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. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area and the Area are described and depicted in Exhibit A attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9 (c) of the Act each year after the effective date of this ordinance until the Project costs and obligation issued in respect thereto have been paid shall be divided as follow:

- a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value of the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

- b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above the initial equalizes assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer, who shall deposit said taxes into a special fund, hereby created, and designated the "2023 Buffalo Grove Dundee Road Redevelopment Project Area Special Tax Allocation Fund" of Buffalo Grove and such taxes shall be used for the purpose of paying Project costs and obligation incurred in the payment thereof.

Section 3. Invalidity of Any Section. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provisions shall not affect any of the remaining provisions of this ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith shall be and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Dated this ____ day of _____, 2023.

Adopted by a roll call vote as follows:

AYES:

NAYS:

ABSENT AND NOT VOTING:

Eric Smith
Village President

PASSED: _____

APPROVED: _____

ATTEST:

Janet Sirabian
Village Clerk

Exhibit A
THE 2023 BUFFALO GROVE DUNDEE ROAD
REDEVELOPMENT PROJECT AREA

COOK COUNTY

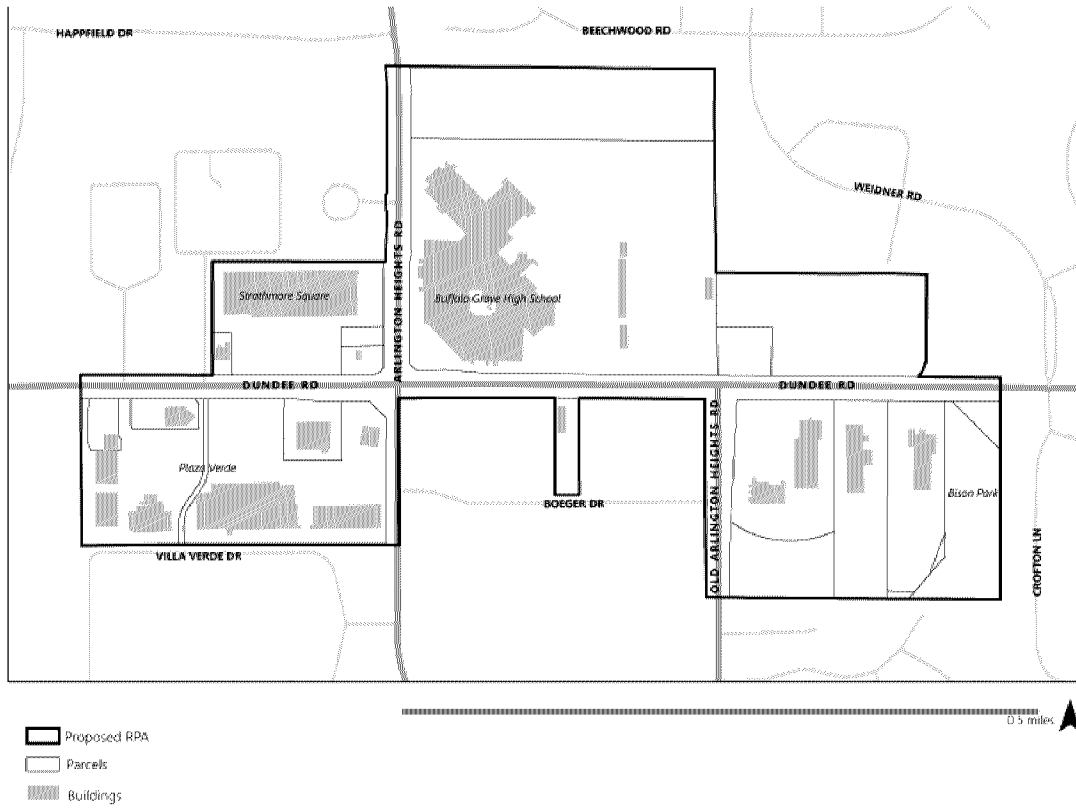
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COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

Proposed Redevelopment Project Area (RPA) or TIF District Map



NOTICE OF PUBLIC HEARING

VILLAGE OF BUFFALO GROVE

2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT

Notice is hereby given that a public hearing will be held on July 17, 2023, at 7:30 p.m. in the Village Hall of the Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois, on a proposed Redevelopment Plan, a Redevelopment Project, and a Redevelopment Project Area for a tax increment financing program in Buffalo Grove, Illinois pursuant to the provisions of the Tax Increment Allocation Redevelopment Act (5 ILCS 5/11-74.4-1 et. seq., as amended (the "Act").

The proposed RPA is generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

The legal description of the proposed Redevelopment Project Area is attached and included in this notice.

The proposed Redevelopment Plan provides for the Village of Buffalo Grove to implement a set of actions to facilitate the mixed-use designation meant to allow for a variety of uses throughout the proposed TIF District, in a manner that supports the goals and objectives of other overlapping plans, including the Village's 2009 Comprehensive Plan as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan. The mixed-use designation allows for the following land uses within the RPA: Commercial, Office, Residential, Civic/Cultural, and Public within this Redevelopment Project Area. The contemplated Village of Buffalo Grove actions include, but are not limited to, construction of public improvements, such as streets, sewer and water connections, detention areas, landscape buffers, rehabilitation and demolition of existing structures, job training, interest cost reduction, acquisition, site preparation (including demolition of structures and environmental remediation), and public utility improvements. The Village of Buffalo Grove would realize the goals and objectives of the Redevelopment Plan through public finance techniques including, but not limited to, tax increment allocation financing. A copy of the proposed Redevelopment Plan is on file and is available for public inspection during regular business hours at the Village of Buffalo Grove Village Hall, 50 Raupp Road, Buffalo Grove, Illinois.

Pursuant to the Tax Increment Allocation Redevelopment Act (5 ILCS 5/11-74.4-1 et. seq.), the Joint Review Board has been established to review findings of eligibility for Tax increment financing for the proposed Redevelopment Project Area. Pursuant to the Act, the Joint Review Board shall consist of a representative of the Village, a public member, and one representative from each of the designated taxing districts with taxing authority for the proposed Redevelopment Project Area. Those taxing districts include:

- Cook County
- Wheeling Township
- Wheeling Township General Assistance
- Wheeling Township Road
- Village of Buffalo Grove
- Buffalo Grove Park District
- Indian Trails Public Library District
- Wheeling Community Consolidated School District 21
- Arlington Heights Township High School District 214
- Harper Community College District 512
- Cook County Forest Preserve
- Metropolitan Water Reclamation District of Greater Chicago
- Northwest Mosquito Abatement District
- Cook County Consolidated Elections District

The meeting of the Joint Review Board will be June 20, 2023 at 2:00PM, in the Village Hall of the Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois. The Joint Review Board's recommendation on the proposed Redevelopment Project Area's eligibility for tax increment financing shall be advisory only and shall be adopted by a majority vote. The recommendation must be submitted to the Village of Buffalo Grove within 30 days after the Joint Review Board meeting. Failure of the Joint Review Board to submit its report on a timely basis shall not delay the Public Hearing, nor shall it delay any other step in the process of establishing or amending the Redevelopment Project Area.

At the July 17, 2023 Public Hearing, all interested persons or affected taxing districts and the Illinois Department of Commerce and Community Affairs may file with the Village Clerk written objections to and may be heard orally with respect to any issues regarding the designation of the Redevelopment Project Area and approval of the Redevelopment Project Plan. Written comments are invited and can be sent in advance of the hearing to the Village Clerk, Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois, 60089 or via email to bjrowm@buffalogrove.org. The Public Hearing may be adjourned by the Village President and Village Board without further notice other than a notice to be entered upon the minutes of the hearing, fixing the time and place of the subsequent hearing.

Village of Buffalo Grove

Janet Strabean
Village Clerk

LEGAL DESCRIPTION FOR PROPOSED TIF DISTRICT
COOK COUNTY

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID ROAD ALSO BEING THE NORTH LINE OF SAID STRATHMORE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19883856 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE WEST LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19883856 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19883856 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85824282 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF SAID DELACOURT SUBDIVISION TO THE WEST LINE OF SAID DELACOURT SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURT SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURT SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703 IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 8824282 IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD QUINCY HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703384 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE WEST LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703384 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHWEST CORNER OF SAID LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818636 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25927770 IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

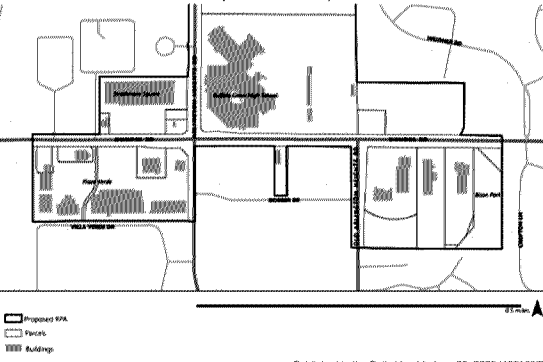
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Property Index Numbers (PINs)

03-08-101-025-0000; 03-08-101-021-0000; 03-08-101-028-0000; 03-07-201-029-0000; 03-07-201-028-0000; 03-07-201-030-0000; 03-07-201-022-0000; 03-07-201-021-0000; 03-07-201-020-0000; 03-06-400-025-0000; 03-06-400-026-0000; 03-06-400-033-0000; 03-06-400-059-0000; 03-05-302-003-0000; 03-05-302-002-0000; 03-05-303-029-0000; 03-05-303-033-0000; 03-08-101-022-0000; 03-08-101-023-0000; 03-06-101-016-0000; 03-08-101-012-0000; 03-08-100-038-0000

Proposed TIF District map



Source: Village of Buffalo Grove, Cook County, Ill, 58 Friedman

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs

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 Northwest Suburbs DAILY HERALD. That said Northwest Suburbs DAILY HERALD is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5

I further certify that the Northwest Suburbs 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 notice of which the annexed printed slip is a true copy, was published 06/20/2023 in said Northwest Suburbs DAILY HERALD. This notice was also placed a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Laura Baltz
Designee of the Publisher of the Daily Herald

Control # 4601592



**NOTICE OF PUBLIC HEARING
VILLAGE OF BUFFALO GROVE**

2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT

Notice is hereby given that a public hearing will be held on July 17, 2023, at 7:30 p.m. in the Village Hall of the Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois, on a proposed Redevelopment Plan, a Redevelopment Project, and a Redevelopment Project Area for a tax increment financing program in Buffalo Grove, Illinois pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act", 65 ILCS 5/11-74.4-1 et. seq., as amended (the "Act").

The proposed RPA is generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road.

The legal description of the proposed Redevelopment Project Area is attached and included in this notice.

The proposed Redevelopment Plan provides for the Village of Buffalo Grove to implement a set of actions to facilitate the mixed-use designation meant to allow for a variety of uses throughout the proposed TIF District, in a manner that supports the goals and objectives of other overlapping plans, including the Village's 2009 Comprehensive Plan as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan. The mixed-use designation allows for the following land uses within the RPA: Commercial, Office, Residential, Civic/Cultural, and Public within this Redevelopment Project Area. The contemplated Village of Buffalo Grove actions include, but are not limited to, construction of public improvements, such as streets, sewer and water connections, detention areas, landscape buffers, rehabilitation and demolition of existing structures, job training, interest cost reduction, acquisition, site preparation (including demolition of structures and environmental remediation), and public utility improvements. The Village of Buffalo Grove would realize the goals and objectives of the Redevelopment Plan through public finance techniques including, but not limited to, tax increment allocation financing. A copy of the proposed Redevelopment Plan is on file and is available for public inspection during regular business hours at the Village of Buffalo Grove Village Hall, 50 Raupp Road, Buffalo Grove, Illinois.

Pursuant to the Tax Increment Allocation Redevelopment Act (Ill. Compiled Statutes, Chapter 65, Section 5/11-74.4-5(b)), a Joint Review Board has been established to review findings of eligibility for Tax increment financing for the proposed Redevelopment Project Area. Pursuant to the Act, this Joint Review Board shall consist of a representative of the Village, a public member, and one representative from each of the designated taxing districts with taxing authority for the proposed Redevelopment Project Area. Those tax districts include:

- Cook County
- Wheeling Township
- Wheeling Township General Assistance
- Wheeling Township Road
- Village of Buffalo Grove
- Buffalo Grove Park District
- Indian Trails Public Library District
- Wheeling Community Consolidated School District 21
- Arlington Heights Township High School District 214
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- Northwest Mosquito Abatement District
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The meeting of the Joint Review Board took place on June 20, 2023 at 2:00PM, in the Village Hall of the Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois. The Joint Review Board unanimously recommended approval of the proposed Redevelopment Project Area's eligibility for tax increment financing.

At the July 17, 2023 Public Hearing, all interested persons or affected taxing districts and the Illinois Department of Commerce and Community Affairs may file with the Village Clerk written objections to and may be heard orally with respect to any issues regarding the designation of the Redevelopment Project Area and approval of the Redevelopment Project Plan. Written comments are invited and can be sent in advance of the hearing to the Village Clerk, Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois, 60089 or via email to jbrown@vbg.org. The Public Hearing may be adjourned by the Village President and Village Board without further notice other than a motion to be entered upon the minutes of the hearing, fixing the time and place of the subsequent hearing.

Village of Buffalo Grove
Janet Sirabian
Village Clerk

Published in Daily Herald June 30, 2023 (4602028)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Lake County
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 **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Lake County 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 06/30/2023

in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Danula Baitz
Designee of the Publisher of the Daily Herald

Control # 4602028



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VILLAGE OF BUFFALO GROVE
2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT**

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Village of Buffalo Grove

Janel Strabian

Village Clerk

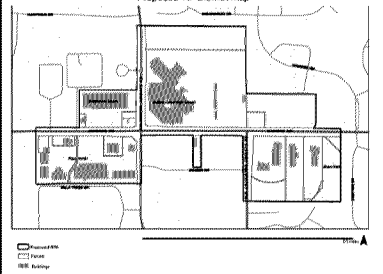
**LEGAL DESCRIPTION FOR PROPOSED TIF DISTRICT
COOK COUNTY**

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 2000 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 747.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 201420368 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERN EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1981757 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG SAID SOUTH LINE OF ARLINGTON HILLS BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 8852482 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0851157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 22037798 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPRAULINGS DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 22037801 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID GRAND SPRAULINGS DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPRAULINGS DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 22041702 IN COOK COUNTY, ILLINOIS; AND ALSO THE SOUTH LINE OF CHRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 8852482 IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD; BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703384 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 22037770 IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road. Property index numbers (PINS): 03-06-101-025-0000; 03-06-101-025-0000; 03-09-101-021-0000; 03-09-101-029-0000; 03-07-201-029-0000; 03-07-201-026-0000; 03-07-201-029-0000; 03-07-201-027-0000; 03-07-201-027-0000; 03-06-400-025-0000; 03-06-400-026-0000; 03-06-400-323-0000; 03-06-400-069-0000; 03-06-302-055-0000; 03-06-302-002-0000; 03-06-303-029-0000; 03-06-303-050-0000; 03-08-101-022-0000; 03-08-101-025-0000; 03-08-101-019-0000; 03-08-101-012-0000; 03-08-101-010-0000; 03-08-101-038-0000

Proposed TIF District map



CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs

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 Northwest Suburbs **DAILY HERALD**. That said Northwest Suburbs **DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5

I further certify that the Northwest Suburbs **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 notice of which the annexed printed slip is a true copy, was published 07/09/2023 in said Northwest Suburbs **DAILY HERALD**. This notice was also placed a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Laula Baltz*
Designee of the Publisher of the Daily Herald

Control # 4602522





Resolution No. R-2023-19 : A Resolution Amending the Village of Buffalo Grove Illinois Freedom of Information Act Directory

Recommendation of Action

Staff recommends approval subject to Village Attorney review and approval.

SUMMARY: The FOIA Directory has been simplified to a more concise and efficient format to provide needed updates and to minimize duplication.

ATTACHMENTS:

- FOIA Directory Memo (DOCX)
- Resolution Amending FOIA Directory (DOCX)
- FOIA Directory (PDF)

Trustee Liaison

Ms. Sirabian

Staff Contact

Jessie Brown, Community Development

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: July 13, 2023
TO: Dane Bragg, Village Manager
FROM: Jessie Brown, Administrative Services Manager / Deputy Village Clerk
SUBJECT: Freedom of Information Directory

Recommendation

Staff recommends approval of the resolution amending the Village of Buffalo Grove Illinois Freedom of Information Act Directory.

Background

The Illinois Freedom of Information Act (5 ILCS 140/ 1 et seq.) requires that each public body must make available an informational directory regarding methods whereby the public may request public records, designating who have been named Freedom of Information Officers, and other information as specified in Section 5 ILCS 140/4 of the Act. In 2009, the Village Board approved Resolution 2009-49, adopting the Village of Buffalo Grove Illinois Freedom of Information Act Directory.

The Village Clerk's office is responsible to assure that the Directory is updated as appropriate so as to remain in conformation with the Illinois Freedom of Information Act. Minor changes have been made to the Directory over the years, but it has remained largely the same. To minimize duplication in the document of the requirements in the Act, and to provide the needed updates, the Directory has been modernized and simplified to a more concise and efficient format.

RESOLUTION NO. 2023-____

**A RESOLUTION AMENDING THE VILLAGE OF BUFFALO GROVE
ILLINOIS FREEDOM OF INFORMATION ACT DIRECTORY**

WHEREAS, the Illinois Freedom of Information Act (5 ILCS 140/ 1 et seq.) requires that each public body must make available an informational directory regarding methods whereby the public may request public records, designating who have been named Freedom of Information Officers, and other information as suggested in Section 5 ILCS 140/4 of the Act; and

WHEREAS, Village of Buffalo Grove Resolution No. 2009-49 adopted the Village of Buffalo Grove Freedom of Information Act Directory; and

WHEREAS, Village of Buffalo Grove Resolution No. 2011-21 amended the Village of Buffalo Grove Freedom of Information Act Directory; and

WHEREAS, the Village of Buffalo Grove wishes to update and simplify the Directory.

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

Section 1. The Village of Buffalo Grove Freedom of Information Act Directory is hereby approved as amended and attached hereto as Exhibit A.

Section 2. The Village Clerk shall be responsible to assure that the Directory is updated as appropriate so as to remain in conformation with the Illinois Freedom of Information Act. The Corporate Authorities hereby authorize the Village Clerk to make updates as necessary within the Directory without formal action of the Corporate Authorities.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

AYES:	_____
NAYES:	_____
ABSENT:	_____
PASSED:	_____
APPROVED:	_____

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Attachment: Resolution Amending FOIA Directory (R-2023-19 : Resolution Amending the FOIA Directory)



Village of Buffalo Grove Freedom of Information Directory

Pursuant to the Illinois Freedom of Information Act
(5 Illinois Compiled Statutes 140/1 et seq.)

VILLAGE CLERK'S OFFICE
50 RAUPP BLVD.
BUFFALO GROVE, IL 60089
PHONE: 847.459.2500
WEB: WWW.VBG.ORG

TABLE OF CONTENTS

Contents

Statement of Purpose	3
Statistical Information	3
Organizational Chart	4
Elected Officials	5
Senior Staff	5
Committees, Commissions and Boards	6
Appointed Officers	6
Village Offices	7
Freedom of Information Officers	8
Categories of Records	8
Procedure for Request of Public Records	10

Exhibits

- Exhibit A: 2023-2024 Committees, Commissions, and Board Appointments
- Exhibit B: Illinois Freedom of Information Act

Statement of Purpose

The Village of Buffalo Grove was incorporated as an Illinois municipal corporation on March 7, 1958 and achieved home rule status on March 1, 1980, pursuant to referendum. The purpose of the Village is to provide for the health, safety, and welfare of its residents through the various departments of the Village that provide police and fire protection; sewer and water service; building, zoning, health and engineering inspection; general administration; municipal golf courses; and other traditional public services.

Statistical Information

Budget

The Village's Budget for Fiscal Year 2023 was adopted on December 5, 2022, per Ordinance No. 2022-138. The anticipated revenue for Fiscal Year 2023, for all funds is estimated to equal \$110,476,457 with approved expenses or expenditures equal to \$126,164,748.

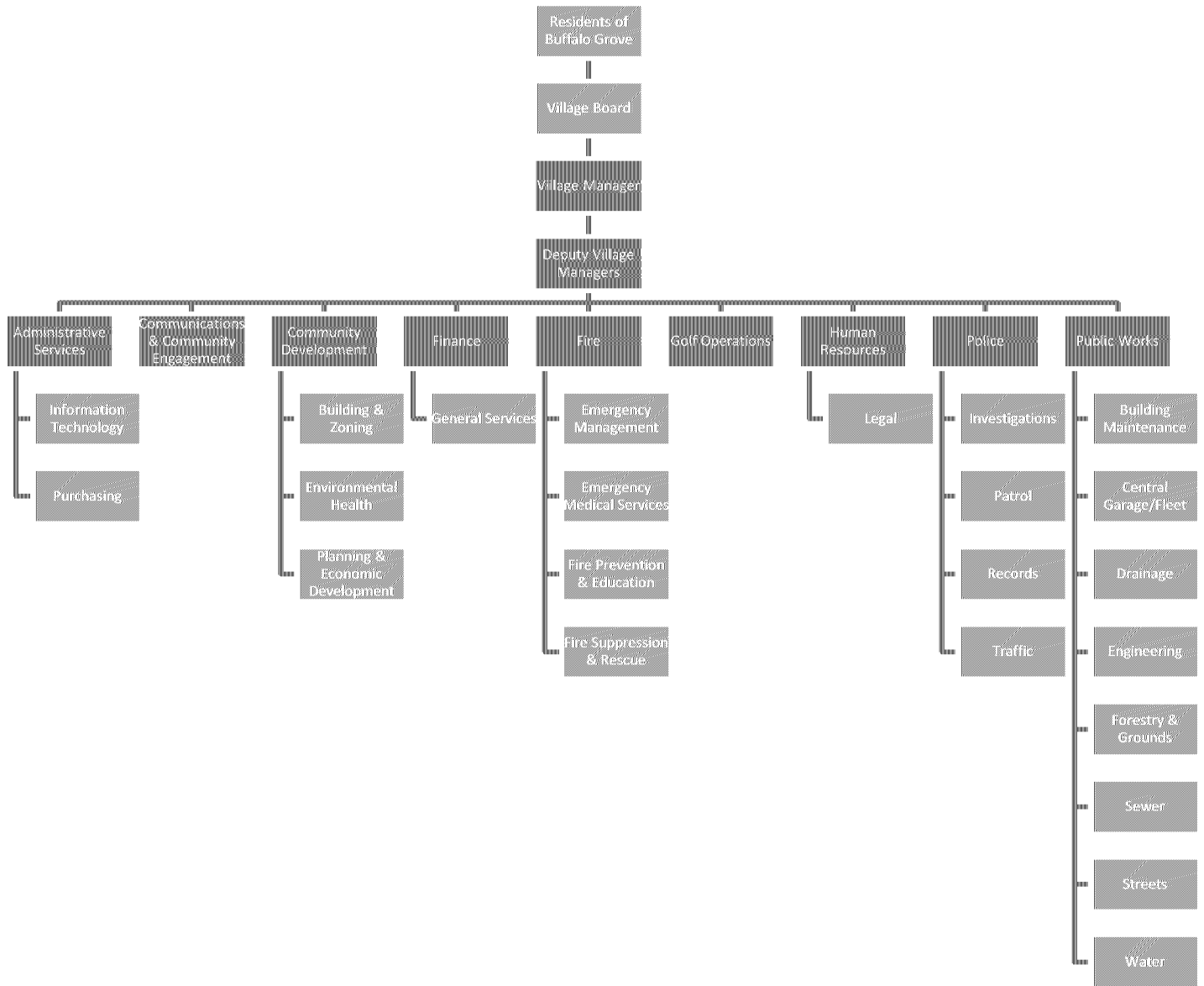
Employee Staffing

The Village currently has approximately 214 full-time employees and 38 part-time employees.

Form of Government

The Village of Buffalo Grove is a home rule municipality operating under the Trustee-Village form of government. There are six elected trustees, one elected President, and one elected Clerk. The President, with the advice and consent of the board of trustees appoints all non-elected offices.

Organizational Chart



Attachment: FOIA Directory (R-2023-19 : Resolution Amending the FOIA Directory)

Elected Officials



Eric Smith
Village President
Tel: 847-459-2500
Email: ESmith@vbg.org



Janet Sirabian
Village Clerk
Tel: 847-459-2500
Email: JSirabian@vbg.org



Andrew Stein
Village Trustee
Tel: 847-459-2500
Email: AStein@vbg.org



Lester Ottenheimer
Village Trustee
Tel: 847-459-2500
Email: LOttenheimer@vbg.org



Joanne Johnson
Village Trustee
Tel: 847-459-2500
Email: JJohnson@vbg.org



David Weidenfeld
Village Trustee
Tel: 847-459-2500
Email: DWeidenfeld@vbg.org



Gregory Pike
Village Trustee
Tel: 847-459-2500
Email: GPike@vbg.org



Frank Cesario
Village Trustee
Tel: 847-459-2500
Email: FCesario@vbg.org

Senior Staff



Dane Bragg
Village Manager
Tel: 847-459-2500
Email: DBragg@vbg.org



Christopher Stilling
Deputy Village Manager
Tel: 847-459-5530
Email: CStilling@vbg.org



Mike Skibbe
Deputy Village Mgr.; Dir. of Public Works
Tel: 847-459-2545
Email: MSkibbe@vbg.org



Mike Baker
Fire Chief
Tel: 847-777-6100
Email: WBaker@vbg.org



Chris Black
Director of Finance
Tel: 847-459-2500
Email: CBlack@vbg.org



Brian Budds
Police Chief
Tel: 847-459-2574
Email: BJBudds@vbg.org



Molly Gillespie
Director of Communications + Community Engagement
Tel: 847-459-2525
Email: MBGillespie@vbg.org



Arthur Malinowski
Director of Human Resources
Tel: 847-459-2549
Email: AMalinowski@vbg.org



Nicole Woods
Director of Community Development
Tel: 847-459-2500
Email: NWood@vbg.org



Brett Robinson
Director of Administrative Services
Tel: 847-459-2500
Email: BRobinson@vbg.org

Committees, Commissions, and Boards

Members of Village Committees, Commissions, and Boards are appointed by the Village's Corporate Authorities. The list of Commissions is in Title 2, Administration and Personnel, within the Village Municipal Code, which can be found on the Village website at www.vbg.org/code. Each Commission is established by parameters for its operation including, but not limited to duties of the Commission, members, meeting schedule and purpose.

The following is the list of approved Committees, Commissions, and Boards as set forth in the Village Municipal Code.

- Chapter 2.12 Firefighters Pension Fund
- Chapter 2.14 Police Pension Fund
- Chapter 2.22 Board of Police and Fire Commissioners
- Chapter 2.24 Health Commission
- Chapter 2.26 Board of Local Improvements*
- Chapter 2.28 Planning and Zoning Commission
- Chapter 2.35 Farmers Market Committee
- Chapter 2.36 Rick Kahen Commission for Residents with Disabilities
- Chapter 2.37 Community Events Committee**
- Chapter 2.48 Ethics Commission

* The Board of Local Improvements consists of the Village Engineer and members of the Village Board.

** The Community Events Committee consists solely of volunteers.

The most recent appointments to the above Committees, Commissions, and Boards can be found in Exhibit A.

Appointed Officers

- Village Manager: Dane Bragg
- Village Attorney: Patrick Brankin
- Village Treasurer: Chris Black
- Deputy Village Clerk: Jessie Brown

Village Offices

VILLAGE HALL

- 50 Raupp Boulevard
 - Office of the Village Manager
 - Office of the Village Clerk
 - Administrative Services (Includes Purchasing and Information Technology)
 - Communications & Community Engagement
 - Community Development (Includes Building & Zoning, Environmental Health, and Planning & Economic Development)
 - Finance & General Services
 - Human Resources & Legal

PUBLIC WORKS

- 51 Raupp Boulevard
 - Engineering Services
 - Public Works

FIRE DEPARTMENT

- Fire Stations:
 - 505 West Dundee Rd
 - 109 Deerfield Rd
 - 100 Half Day Rd
- Fire Service Administration Office
 - 1051 Highland Grove Dr

POLICE DEPARTMENT

- 46 Raupp Boulevard

GOLF OPERATIONS

- Buffalo Grove Golf Club
 - 48 Raupp Boulevard
- Arboretum Golf Course
 - 401 Half Day Road

Freedom of Information Officers

The following positions are the designated Freedom of Information Officers as defined in the Freedom of Information Act (Section 5 ILCS 140/3.5): Deputy Village Clerk, Village Manager, Deputy Village Managers, all Department Directors, and all Deputy Department Directors.

While the Act requires the designation of a Freedom of Information Officer or Officers, the Village can also provide for designees within each of its operating departments to assist in complying with the Act.

Categories of Records

The following is to be considered a representative example of the types of records maintained by the Village and is not intended to be all-inclusive or limited to what is noted.

The Village of Buffalo Grove affirms to follow the compliance requirements as defined in the Act. However, the Act (Section 5 ILCS 140/3.3) is not intended to require that the Village interpret or advise requestors as to the meaning or significance of any public record.

POLICE DEPARTMENT

- Accident reports
- Arrest reports
- Citations
- Incident reports
- Offense reports
- Service calls

FIRE DEPARTMENT

- Fire Prevention
- Fire and Rescue Responses
- Inspections
- Paramedic and Emergency Medical Service Response

OFFICE OF THE VILLAGE CLERK

- Accounts payable and invoices
- Annexation records
- Audits
- Bids, specifications, & proposals
- Board and Commission appointments
- Bonds
- Budget
- Cash receipts and journals
- Collective bargaining files
- Comprehensive plan
- Contracts, leases, and agreements
- Election records & oaths of office
- Engineering Drawings
- Facilities management
- Forestry and land maintenance
- General ledgers
- Golf course records
- Health department complaints
- Health department inspections
- Insurance records
- Job descriptions
- License files
- Maps, plans, and blueprints
- Motor fuel tax records
- Ordinances & Resolutions
- Permits
- Petitions
- Proclamations
- Property maintenance complaints
- Property records of Village owned properties
- Public Meeting Agendas & Minutes
- Purchase orders and invoices
- Recorded documents
- Revenue receipts
- Salary schedule and payroll
- Street repair and reports
- Subdivision & developer files
- Tax levies
- TIF records
- Traffic Studies
- Utilities records
- Vehicle & equipment records
- Water and sewer records
- Water billing records
- Water system operating records

Procedure for Request of Public Records

FREEDOM OF INFORMATION ACT

The Illinois Freedom of Information Act (5 ILCS 140 et. Seq.) is the principal Illinois law governing access to public records. A copy of the Act is found in Exhibit B. The Act is based on the principle that people should be able to access public records and information about the workings of government. Unless information contained within a public record is subject to an express statutory exemption, it must be disclosed.

Compliance with FOIA requests does not compel the Village to interpret or advise requesters as to the meaning or significance of the public records provided.

Many records are readily accessible to the public and can be found on the Village website, www.vbg.org. These records include the municipal code, ordinances, resolutions, agendas, minutes, tax levies, budgets, audited finance statements, and employee compensation.

METHOD OF REQUEST

The preferred method of submitting a request for public records is by utilizing the online FOIA request portal, which can be found on the Village website at www.vbg.org/foia.

For written requests, the Village may provide the requestor with a standard form, although requests can be made in any other written manner as well. The Village may also honor a verbal request to either inspect or copy a public record but is not required to do so.

Written requests for all records other than Police records should be submitted to the Village Clerk's Office at 50 Raupp Blvd. by personal delivery, mail, or email at clerk@vbg.org. Written requests for Police records should be submitted to the Police Department at 46 Raupp Blvd. by personal delivery, mail, or email.

Requests made at Village locations other than the Office of Village Clerk shall be the responsibility of the Freedom of Information Officers, or their designees, at such locations and shall be forwarded to the Office of the Village Clerk for retention.

Requests for public records will be processed during the following normal Village working hours: Monday-Friday, 8:00 A.M. to 4:30 P.M.

The requestor shall provide the following information in a request for public records:

1. The requestor's full name, address, email address and phone number.
2. A description of the public records sought, being as specific as possible.

3. Whether the request is for inspection of public records, copies of public records, or both. In addition, the requestor shall note if the public records that are being requested are for a commercial purpose or whether there is a request to waive any fees that may be due.

TIMELINE FOR VILLAGE RESPONSE

- a) The Village shall respond to a request for public records within 5 business days after the receipt of such request; please note that Day 1 of the 5-day timeline is the first business day after the request is received by the Village. Response would include either a compliance with the request, a written request for an extension, or a written denial.
- b) The Village will respond to a request for records that will be used for a commercial purpose within twenty-one (21) business days after receipt. Unless the records are exempt from disclosure, the Village shall comply with the request within a reasonable period considering the size and complexity of the request. In addition, the Act allows for priority to be given to record requests of a non-commercial nature. It shall be a violation of the Act for a person to knowingly request or obtain a public record or records for a commercial purpose without disclosing that such request has been for a commercial purpose, if requested to do so by the Village.
- c) The Village may give notice of an extension of time to respond which does not exceed an additional 5 business days from the original due date, or a total of 10 business days after receipt of the request. Such an extension is allowable only if notice is provided within the original 5 business days' time limit and only for the reasons provided in Section 5 ILCS 140/3(e) of the Act. Any notice of extension shall clearly state the reasons why the extension is necessary.
- d) A requestor and the Village may agree in writing to extend the time for compliance for a period to be determined by both parties.
- e) The response requirements for compliance or denial of a request for public records as set out in Section 5 ILCS 140/3 of the Act shall not apply to requests for records made for commercial purposes. Such requests shall be subject to the provisions of Section 5 ILCS 140/3.1 of the Act.

TYPES OF VILLAGE RESPONSES

- a) The Village shall respond to a request for public records in one of following ways:
 1. Approve the request.
 2. Approve in part and deny in part.
 3. Deny the request.
 4. Give notice of an extension.
 5. Provide an opportunity for clarification or schedule a conference.
- b) Upon approval of a request for public records, the Village may either provide the materials immediately, give notice that the materials shall be made available upon payment of appropriate fees, or give notice of the time and place for inspection of records.
- c) Categorical requests that create an undue burden upon the Village shall be denied only after extending to the requestor an opportunity to confer in an

attempt to reduce the request to manageable proportions in accordance with Section 5 ILCS 140/3 (g) of the Act.

- d) A denial of a request for public records shall be made in writing to the requestor. It shall state the reasons for the denial in accordance with Section 5 ILCS 140/3 (g), Section 5 ILCS 140/7, or Section 5 ILCS 140/7.5 of the Act; the names and titles of individuals responsible for the decision; and shall include a detailed factual basis as to why the exemption was claimed.
- e) The Village can remove or "black out" information from documents released if the information is exempt from disclosure under the Act. This process is called "redaction" and if used, the Village will release the remaining information, if it too is not exempt from disclosure. A redaction is considered a partial denial and therefore, the requestor will be notified of such partial denial.
- f) Copies of all requests and denials will be retained by the Freedom of Information Officers.

RIGHT TO REVIEW OF A DENIAL

- a) As part of a denial of a request for public records, the Village will inform such requestor of their right to have the decision reviewed by the Public Access Counselor and will be provided with the address and phone number for the Public Access Counselor (Section 5 ILCS 140/9.5 of the Act).
- b) In addition, each notice of denial shall inform the requestor of their right to a judicial review as set forth in Section 5 ILCS 140/11 of the Act.

CHARGES FOR PUBLIC RECORDS

- a) Copies of public records shall be provided to the requestor only upon payment of any charges which are due and are subject to the authority as further set forth in Section 5 ILCS 140/6 of the Act.
- b) Except where a fee is otherwise fixed by State statute, charges for copies of public records shall be assessed as follows:
No fees shall be charged for the first fifty (50) pages of black and white, letter or legal sized copies, requested by the requestor. Copies in excess of fifty (50) pages in a black and white format, on letter or legal sized paper, shall be \$.15/page. If color copies are requested, and can be provided, or if copies are provided in a size other than letter or legal, the actual cost for reproducing the records will be due.
Certification fees are \$1.00 per record.
- c) Charges may be waived, or provided at a reduced rate, in any case where the Village determines that the waiver serves the public interest. "Public interest" is set forth in Section 5 ILCS 140/6 (c) of the Act.
- c) If a public record is provided to the requestor in an electronic format, the Village may charge the requestor for the actual cost of purchasing any recording medium, including but not limited to, disc, diskette, tape or other medium.

PUBLIC ACCESS COUNSELOR

The Illinois Attorney General's Office provides for the position of Public Access Counselor (PAC) whose responsibility it is to ensure that public bodies comply with FOIA.

If a requestor believes that the Village has wrongly denied their FOIA request, a Request for Review can be submitted to the PAC. This is a formal way of asking the PAC to review the original request, as well as the Village's response, and determine if a violation of the Act has occurred. The Request for Review must be in writing, signed by the requestor, and must include a summary of the facts supporting the allegation. In addition, the Request for Review must include a copy of the original FOIA request and any responses from the Village (Section 5 ILCS 140/9.5(a)). The Request for Review must be submitted to the PAC within 60 calendar days after the denial of the FOIA request by the Village and can be submitted either by email or U.S. Mail.

Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62701

877-299-3642
public.access@ilag.gov
<https://foiapac.ilag.gov/>

Exhibit A
2023-2024 Committees, Commissions, and Board Appointments

Attachment: FOIA Directory (R-2023-19 : Resolution Amending the FOIA Directory)

2023-2024 Committees, Commissions, and Board Appointments

Board of Fire and Police Commissioners

- Edward McKee (Chair)
- Stuart Berman
- Kevin Dryman
- Scott Fishman
- Marc Blumenthal

Planning and Zoning Commission¹

- Mitchel Weinstein (Chair)
- Amy Au
- Zill Khan
- Adam Moodhe
- Kevin Richards
- Neil Worlikar
- Marc Spunt
- Jason Davis

Health Commission¹

- Deb Moritz (Chair)
- Mike Garfield
- Karleen Pitchford
- Doug Pitchford
- Dr. Becky Bergman
- Nisha Patalay

Farmers Market Committee

- Paulette Greenberg (Chair)
- Larry King
- Ed Muldoon
- Sarah Lee
- Jackie Beegun
- Jane Primack

- Beth Nudelman
- David Bergman
- Mindy Lazor
- Steve McLellan
- Maanasha Sankareswari – Ramesh
- Narayanasamy Ramesh

Rick Kahan Commission for Residents with Disabilities

Members

- Judy Samuels (Chair)
- Martin Sussman (Vice Chair)
- Donna Garfield ²
- Dean Klassman
- Beth Shapiro
- Jack Shapiro
- Mark Weiner
- Debbie Verson
- Lexi Robinson
- Leo Njongmeta
- Matthew Dragon
- Allie Zalay
- Avi Samuels
- Gowri Magati

Volunteers

- David Morton

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Arthur Malinowski
- Larry Stanley

Ethics Commission¹

- Jeff Berman (Chair)
- Debra Rybarczyk
- Lenna Scott
- Pragnesh Patel
- Leslie Abella
- David Yang
- Thomas Hughes

¹ Has one or more vacancies

Exhibit B
Illinois Freedom of Information Act

Attachment: FOIA Directory (R-2023-19 : Resolution Amending the FOIA Directory)

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

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GENERAL PROVISIONS (5 ILCS 140/) Freedom of Information Act.

(5 ILCS 140/1) (from Ch. 116, par. 201)

Sec. 1. Pursuant to the fundamental philosophy of the American constitutional form of government, it is declared to be the public policy of the State of Illinois that all persons are entitled to full and complete information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees consistent with the terms of this Act. Such access is necessary to enable the people to fulfill their duties of discussing public issues fully and freely, making informed political judgments and monitoring government to ensure that it is being conducted in the public interest.

The General Assembly hereby declares that it is the public policy of the State of Illinois that access by all persons to public records promotes the transparency and accountability of public bodies at all levels of government. It is a fundamental obligation of government to operate openly and provide public records as expediently and efficiently as possible in compliance with this Act.

This Act is not intended to cause an unwarranted invasion of personal privacy, nor to allow the requests of a commercial enterprise to unduly burden public resources, or to disrupt the duly-undertaken work of any public body independent of the fulfillment of any of the fore-mentioned rights of the people to access to information.

This Act is not intended to create an obligation on the part of any public body to maintain or prepare any public record which was not maintained or prepared by such public body at the time when this Act becomes effective, except as otherwise required by applicable local, State or federal law.

Restraints on access to information, to the extent permitted by this Act, are limited exceptions to the principle that the people of this State have a right to full disclosure of information relating to the decisions, policies, procedures, rules, standards, and other aspects of government activity that affect the conduct of government and the lives of any or all of the people. The provisions of this Act shall be construed in accordance with this principle. This Act shall be construed to require disclosure of requested information as expediently and efficiently as possible and adherence to the deadlines established in this Act.

The General Assembly recognizes that this Act imposes fiscal obligations on public bodies to provide adequate staff and equipment to comply with its requirements. The General Assembly declares that providing records in compliance with the requirements of this Act is a primary duty of public bodies to the people of this State, and this Act should be construed to this end, fiscal obligations notwithstanding.

The General Assembly further recognizes that technology may advance at a rate that outpaces its ability to address those

advances legislatively. To the extent that this Act may not expressly apply to those technological advances, this Act should nonetheless be interpreted to further the declared policy of this Act that public records shall be made available upon request except when denial of access furthers the public policy underlying a specific exemption.

This Act shall be the exclusive State statute on freedom of information, except to the extent that other State statutes might create additional restrictions on disclosure of information or other laws in Illinois might create additional obligations for disclosure of information to the public.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/1.1) (from Ch. 116, par. 201.1)

Sec. 1.1. This Act may be cited as the Freedom of Information Act.

(Source: P.A. 86-1475.)

(5 ILCS 140/1.2)

Sec. 1.2. Presumption. All records in the custody or possession of a public body are presumed to be open to inspection or copying. Any public body that asserts that a record is exempt from disclosure has the burden of proving by clear and convincing evidence that it is exempt.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/2) (from Ch. 116, par. 202)

Sec. 2. Definitions. As used in this Act:

(a) "Public body" means all legislative, executive, administrative, or advisory bodies of the State, state universities and colleges, counties, townships, cities, villages, incorporated towns, school districts and all other municipal corporations, boards, bureaus, committees, or commissions of this State, any subsidiary bodies of any of the foregoing including but not limited to committees and subcommittees thereof, and a School Finance Authority created under Article 1E of the School Code. "Public body" does not include a child death review team or the Illinois Child Death Review Teams Executive Council established under the Child Death Review Team Act, or a regional youth advisory board or the Statewide Youth Advisory Board established under the Department of Children and Family Services Statewide Youth Advisory Board Act.

(b) "Person" means any individual, corporation, partnership, firm, organization or association, acting individually or as a group.

(c) "Public records" means all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of any public body.

(c-5) "Private information" means unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person.

(c-10) "Commercial purpose" means the use of any part of a public record or records, or information derived from public records, in any form for sale, resale, or solicitation or advertisement for sales or services. For purposes of this definition, requests made by news media and non-profit, scientific, or academic organizations shall not be considered to be made for a "commercial purpose" when the principal purpose of the request is (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education.

(d) "Copying" means the reproduction of any public record by means of any photographic, electronic, mechanical or other process, device or means now known or hereafter developed and available to the public body.

(e) "Head of the public body" means the president, mayor, chairman, presiding officer, director, superintendent, manager, supervisor or individual otherwise holding primary executive and administrative authority for the public body, or such person's duly authorized designee.

(f) "News media" means a newspaper or other periodical issued at regular intervals whether in print or electronic format, a news service whether in print or electronic format, a radio station, a television station, a television network, a community antenna television service, or a person or corporation engaged in making news reels or other motion picture news for public showing.

(g) "Recurrent requester", as used in Section 3.2 of this Act, means a person that, in the 12 months immediately preceding the request, has submitted to the same public body (i) a minimum of 50 requests for records, (ii) a minimum of 15 requests for records within a 30-day period, or (iii) a minimum of 7 requests for records within a 7-day period. For purposes of this definition, requests made by news media and non-profit, scientific, or academic organizations shall not be considered in calculating the number of requests made in the time periods in this definition when the principal purpose of the requests is (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education.

For the purposes of this subsection (g), "request" means a written document (or oral request, if the public body chooses to honor oral requests) that is submitted to a public body via personal delivery, mail, telefax, electronic mail, or other means available to the public body and that identifies the particular public record the requester seeks. One request may identify multiple records to be inspected or copied.

(h) "Voluminous request" means a request that: (i) includes more than 5 individual requests for more than 5 different categories of records or a combination of individual requests that total requests for more than 5 different categories of records in a period of 20 business days; or (ii) requires the compilation of more than 500 letter or legal-sized pages of public records unless a single requested record exceeds 500 pages. "Single requested record" may include, but is not limited to, one report, form, e-mail, letter, memorandum, book, map, microfilm, tape, or recording.

"Voluminous request" does not include a request made by news media and non-profit, scientific, or academic organizations if the principal purpose of the request is: (1) to access and disseminate information concerning news and current or passing events; (2) for articles of opinion or features of interest to

the public; or (3) for the purpose of academic, scientific, or public research or education.

For the purposes of this subsection (h), "request" means a written document, or oral request, if the public body chooses to honor oral requests, that is submitted to a public body via personal delivery, mail, telefax, electronic mail, or other means available to the public body and that identifies the particular public record or records the requester seeks. One request may identify multiple individual records to be inspected or copied.

(i) "Severance agreement" means a mutual agreement between any public body and its employee for the employee's resignation in exchange for payment by the public body.

(Source: P.A. 98-806, eff. 1-1-15; 98-1129, eff. 12-3-14; 99-78, eff. 7-20-15; 99-478, eff. 6-1-16.)

(5 ILCS 140/2.5)

Sec. 2.5. Records of funds. All records relating to the obligation, receipt, and use of public funds of the State, units of local government, and school districts are public records subject to inspection and copying by the public.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/2.10)

Sec. 2.10. Payrolls. Certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act; except that contractors' employees' addresses, telephone numbers, and social security numbers must be redacted by the public body prior to disclosure.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/2.15)

Sec. 2.15. Arrest reports and criminal history records.

(a) Arrest reports. The following chronologically maintained arrest and criminal history information maintained by State or local criminal justice agencies shall be furnished as soon as practical, but in no event later than 72 hours after the arrest, notwithstanding the time limits otherwise provided for in Section 3 of this Act: (i) information that identifies the individual, including the name, age, address, and photograph, when and if available; (ii) information detailing any charges relating to the arrest; (iii) the time and location of the arrest; (iv) the name of the investigating or arresting law enforcement agency; (v) (blank); and (vi) if the individual is incarcerated, the time and date that the individual was received into, discharged from, or transferred from the arresting agency's custody.

(b) Criminal history records. The following documents maintained by a public body pertaining to criminal history record information are public records subject to inspection and copying by the public pursuant to this Act: (i) court records that are public; (ii) records that are otherwise available under State or local law; and (iii) records in which the requesting party is the individual identified, except as provided under Section 7(1)(d)(vi).

(c) Information described in items (iii) through (vi) of subsection (a) may be withheld if it is determined that disclosure would: (i) interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement agency; (ii) endanger the life or physical safety of law enforcement or correctional personnel or any other person; or (iii) compromise the security of any correctional

facility.

(d) The provisions of this Section do not supersede the confidentiality provisions for law enforcement or arrest records of the Juvenile Court Act of 1987.

(e) Notwithstanding the requirements of subsection (a), a law enforcement agency may not publish booking photographs, commonly known as "mugshots", on its social networking website in connection with civil offenses, petty offenses, business offenses, Class C misdemeanors, and Class B misdemeanors unless the booking photograph is posted to the social networking website to assist in the search for a missing person or to assist in the search for a fugitive, person of interest, or individual wanted in relation to a crime other than a petty offense, business offense, Class C misdemeanor, or Class B misdemeanor. As used in this subsection, "social networking website" has the meaning provided in Section 10 of the Right to Privacy in the Workplace Act.
(Source: P.A. 101-433, eff. 8-20-19; 101-652, eff. 1-1-23; 102-1104, eff. 1-1-23.)

(5 ILCS 140/2.20)

Sec. 2.20. Settlement and severance agreements. All settlement and severance agreements entered into by or on behalf of a public body are public records subject to inspection and copying by the public, provided that information exempt from disclosure under Section 7 of this Act may be redacted.
(Source: P.A. 99-478, eff. 6-1-16.)

(5 ILCS 140/2.25)

Sec. 2.25. Demolition, repair, enclosure, or remediation records. Demolition, repair, enclosure, or remediation records submitted to a county under Section 5-1121 of the Counties Code or a municipality under Section 11-31-1 of the Illinois Municipal Code are public records subject to inspection and copying in accordance with the provisions of this Act; except that contractors' employees' addresses, telephone numbers, and social security numbers must be redacted by the public body prior to disclosure.
(Source: P.A. 102-847, eff. 5-13-22.)

(5 ILCS 140/3) (from Ch. 116, par. 203)

Sec. 3. (a) Each public body shall make available to any person for inspection or copying all public records, except as otherwise provided in Sections 7 and 8.5 of this Act. Notwithstanding any other law, a public body may not grant to any person or entity, whether by contract, license, or otherwise, the exclusive right to access and disseminate any public record as defined in this Act.

(b) Subject to the fee provisions of Section 6 of this Act, each public body shall promptly provide, to any person who submits a request, a copy of any public record required to be disclosed by subsection (a) of this Section and shall certify such copy if so requested.

(c) Requests for inspection or copies shall be made in writing and directed to the public body. Written requests may be submitted to a public body via personal delivery, mail, telefax, or other means available to the public body. A public body may honor oral requests for inspection or copying. A public body may not require that a request be submitted on a standard form or require the requester to specify the purpose for a request, except to determine whether the records are requested for a commercial purpose or whether to grant a request for a fee waiver. All requests for inspection and copying received by a public body shall immediately be forwarded to its Freedom of

Information officer or designee.

(d) Each public body shall, promptly, either comply with or deny a request for public records within 5 business days after its receipt of the request, unless the time for response is properly extended under subsection (e) of this Section. Denial shall be in writing as provided in Section 9 of this Act. Failure to comply with a written request, extend the time for response, or deny a request within 5 business days after its receipt shall be considered a denial of the request. A public body that fails to respond to a request within the requisite periods in this Section but thereafter provides the requester with copies of the requested public records may not impose a fee for such copies. A public body that fails to respond to a request received may not treat the request as unduly burdensome under subsection (g).

(e) The time for response under this Section may be extended by the public body for not more than 5 business days from the original due date for any of the following reasons:

(i) the requested records are stored in whole or in part at other locations than the office having charge of the requested records;

(ii) the request requires the collection of a substantial number of specified records;

(iii) the request is couched in categorical terms and requires an extensive search for the records responsive to it;

(iv) the requested records have not been located in the course of routine search and additional efforts are being made to locate them;

(v) the requested records require examination and evaluation by personnel having the necessary competence and discretion to determine if they are exempt from disclosure under Section 7 of this Act or should be revealed only with appropriate deletions;

(vi) the request for records cannot be complied with by the public body within the time limits prescribed by subsection (d) of this Section without unduly burdening or interfering with the operations of the public body;

(vii) there is a need for consultation, which shall be conducted with all practicable speed, with another public body or among 2 or more components of a public body having a substantial interest in the determination or in the subject matter of the request.

The person making a request and the public body may agree in writing to extend the time for compliance for a period to be determined by the parties. If the requester and the public body agree to extend the period for compliance, a failure by the public body to comply with any previous deadlines shall not be treated as a denial of the request for the records.

(f) When additional time is required for any of the above reasons, the public body shall, within 5 business days after receipt of the request, notify the person making the request of the reasons for the extension and the date by which the response will be forthcoming. Failure to respond within the time permitted for extension shall be considered a denial of the request. A public body that fails to respond to a request within the time permitted for extension but thereafter provides the requester with copies of the requested public records may not impose a fee for those copies. A public body that requests an extension and subsequently fails to respond to the request may not treat the request as unduly burdensome under subsection (g).

(g) Requests calling for all records falling within a category shall be complied with unless compliance with the request would be unduly burdensome for the complying public body

and there is no way to narrow the request and the burden on the public body outweighs the public interest in the information. Before invoking this exemption, the public body shall extend to the person making the request an opportunity to confer with it in an attempt to reduce the request to manageable proportions. If any public body responds to a categorical request by stating that compliance would unduly burden its operation and the conditions described above are met, it shall do so in writing, specifying the reasons why it would be unduly burdensome and the extent to which compliance will so burden the operations of the public body. Such a response shall be treated as a denial of the request for information.

Repeated requests from the same person for the same records that are unchanged or identical to records previously provided or properly denied under this Act shall be deemed unduly burdensome under this provision.

(h) Each public body may promulgate rules and regulations in conformity with the provisions of this Section pertaining to the availability of records and procedures to be followed, including:

(i) the times and places where such records will be made available, and

(ii) the persons from whom such records may be obtained.

(i) The time periods for compliance or denial of a request to inspect or copy records set out in this Section shall not apply to requests for records made for a commercial purpose, requests by a recurrent requester, or voluminous requests. Such requests shall be subject to the provisions of Sections 3.1, 3.2, and 3.6 of this Act, as applicable.

(Source: P.A. 101-81, eff. 7-12-19.)

(5 ILCS 140/3.1)

Sec. 3.1. Requests for commercial purposes.

(a) A public body shall respond to a request for records to be used for a commercial purpose within 21 working days after receipt. The response shall (i) provide to the requester an estimate of the time required by the public body to provide the records requested and an estimate of the fees to be charged, which the public body may require the person to pay in full before copying the requested documents, (ii) deny the request pursuant to one or more of the exemptions set out in this Act, (iii) notify the requester that the request is unduly burdensome and extend an opportunity to the requester to attempt to reduce the request to manageable proportions, or (iv) provide the records requested.

(b) Unless the records are exempt from disclosure, a public body shall comply with a request within a reasonable period considering the size and complexity of the request, and giving priority to records requested for non-commercial purposes.

(c) It is a violation of this Act for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose, if requested to do so by the public body.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/3.2)

Sec. 3.2. Recurrent requesters.

(a) Notwithstanding any provision of this Act to the contrary, a public body shall respond to a request from a recurrent requester, as defined in subsection (g) of Section 2, within 21 business days after receipt. The response shall (i) provide to the requester an estimate of the time required by the public body to provide the records requested and an estimate of

the fees to be charged, which the public body may require the person to pay in full before copying the requested documents, (ii) deny the request pursuant to one or more of the exemptions set out in this Act, (iii) notify the requester that the request is unduly burdensome and extend an opportunity to the requester to attempt to reduce the request to manageable proportions, or (iv) provide the records requested.

(b) Within 5 business days after receiving a request from a recurrent requester, as defined in subsection (g) of Section 2, the public body shall notify the requester (i) that the public body is treating the request as a request under subsection (g) of Section 2, (ii) of the reasons why the public body is treating the request as a request under subsection (g) of Section 2, and (iii) that the public body will send an initial response within 21 business days after receipt in accordance with subsection (a) of this Section. The public body shall also notify the requester of the proposed responses that can be asserted pursuant to subsection (a) of this Section.

(c) Unless the records are exempt from disclosure, a public body shall comply with a request within a reasonable period considering the size and complexity of the request.

(Source: P.A. 97-579, eff. 8-26-11; 98-756, eff. 7-16-14.)

(5 ILCS 140/3.3)

Sec. 3.3. This Act is not intended to compel public bodies to interpret or advise requesters as to the meaning or significance of the public records.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/3.5)

Sec. 3.5. Freedom of Information officers.

(a) Each public body shall designate one or more officials or employees to act as its Freedom of Information officer or officers. Except in instances when records are furnished immediately, Freedom of Information officers, or their designees, shall receive requests submitted to the public body under this Act, ensure that the public body responds to requests in a timely fashion, and issue responses under this Act. Freedom of Information officers shall develop a list of documents or categories of records that the public body shall immediately disclose upon request.

Upon receiving a request for a public record, the Freedom of Information officer shall:

- (1) note the date the public body receives the written request;
- (2) compute the day on which the period for response will expire and make a notation of that date on the written request;
- (3) maintain an electronic or paper copy of a written request, including all documents submitted with the request until the request has been complied with or denied; and
- (4) create a file for the retention of the original request, a copy of the response, a record of written communications with the requester, and a copy of other communications.

(b) All Freedom of Information officers shall, within 6 months after the effective date of this amendatory Act of the 96th General Assembly, successfully complete an electronic training curriculum to be developed by the Public Access Counselor and thereafter successfully complete an annual training program. Thereafter, whenever a new Freedom of Information officer is designated by a public body, that person shall successfully complete the electronic training curriculum within 30 days after assuming the position. Successful

completion of the required training curriculum within the periods provided shall be a prerequisite to continue serving as a Freedom of Information officer.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/3.6)

Sec. 3.6. Voluminous requests.

(a) Notwithstanding any provision of this Act to the contrary, a public body shall respond to a voluminous request within 5 business days after receipt. The response shall notify the requester: (i) that the public body is treating the request as a voluminous request; (ii) the reasons why the public body is treating the request as a voluminous request; (iii) that the requester must respond to the public body within 10 business days after the public body's response was sent and specify whether the requester would like to amend the request in such a way that the public body will no longer treat the request as a voluminous request; (iv) that if the requester does not respond within 10 business days or if the request continues to be a voluminous request following the requester's response, the public body will respond to the request and assess any fees the public body charges pursuant to Section 6 of this Act; (v) that the public body has 5 business days after receipt of the requester's response or 5 business days from the last day for the requester to amend his or her request, whichever is sooner, to respond to the request; (vi) that the public body may request an additional 10 business days to comply with the request; (vii) of the requester's right to review of the public body's determination by the Public Access Counselor and provide the address and phone number for the Public Access Counselor; and (viii) that if the requester fails to accept or collect the responsive records, the public body may still charge the requester for its response pursuant to Section 6 of this Act and the requester's failure to pay will be considered a debt due and owing to the public body and may be collected in accordance with applicable law.

(b) A public body shall provide a person making a voluminous request 10 business days from the date the public body's response pursuant to subsection (a) of this Section is sent to amend the request in such a way that the public body will no longer treat the request as a voluminous request.

(c) If a request continues to be a voluminous request following the requester's response under subsection (b) of this Section or the requester fails to respond, the public body shall respond within the earlier of 5 business days after it receives the response from the requester or 5 business days after the final day for the requester to respond to the public body's notification under this subsection. The response shall: (i) provide an estimate of the fees to be charged, which the public body may require the person to pay in full before copying the requested documents; (ii) deny the request pursuant to one or more of the exemptions set out in this Act; (iii) notify the requester that the request is unduly burdensome and extend an opportunity to the requester to attempt to reduce the request to manageable proportions; or (iv) provide the records requested.

(d) The time for response by the public body under subsection (c) of this Section may be extended by the public body for not more than 10 business days from the final day for the requester to respond to the public body's notification under subsection (c) of this Section for any of the reasons provided in subsection (e) of Section 3 of this Act.

The person making a request and the public body may agree in writing to extend the time for compliance for a period to be determined by the parties. If the requester and the public body

agree to extend the period for compliance, a failure by the public body to comply with any previous deadlines shall not be treated as a denial of the request for the records.

(e) If a requester does not pay a fee charged pursuant to Section 6 of this Act for a voluminous request, the debt shall be considered a debt due and owing to the public body and may be collected in accordance with applicable law. This fee may be charged by the public body even if the requester fails to accept or collect records the public body has prepared in response to a voluminous request.

(Source: P.A. 98-1129, eff. 12-3-14.)

(5 ILCS 140/4) (from Ch. 116, par. 204)

Sec. 4. Each public body shall prominently display at each of its administrative or regional offices, make available for inspection and copying, and send through the mail if requested, each of the following:

(a) A brief description of itself, which will include, but not be limited to, a short summary of its purpose, a block diagram giving its functional subdivisions, the total amount of its operating budget, the number and location of all of its separate offices, the approximate number of full and part-time employees, and the identification and membership of any board, commission, committee, or council which operates in an advisory capacity relative to the operation of the public body, or which exercises control over its policies or procedures, or to which the public body is required to report and be answerable for its operations; and

(b) A brief description of the methods whereby the public may request information and public records, a directory designating the Freedom of Information officer or officers, the address where requests for public records should be directed, and any fees allowable under Section 6 of this Act.

A public body that maintains a website shall also post this information on its website.

(Source: P.A. 96-542, eff. 1-1-10; 96-1000, eff. 7-2-10.)

(5 ILCS 140/5) (from Ch. 116, par. 205)

Sec. 5. As to public records prepared or received after the effective date of this Act, each public body shall maintain and make available for inspection and copying a reasonably current list of all types or categories of records under its control. The list shall be reasonably detailed in order to aid persons in obtaining access to public records pursuant to this Act. Each public body shall furnish upon request a description of the manner in which public records stored by means of electronic data processing may be obtained in a form comprehensible to persons lacking knowledge of computer language or printout format.

(Source: P.A. 83-1013.)

(5 ILCS 140/6) (from Ch. 116, par. 206)

Sec. 6. Authority to charge fees.

(a) When a person requests a copy of a record maintained in an electronic format, the public body shall furnish it in the electronic format specified by the requester, if feasible. If it is not feasible to furnish the public records in the specified electronic format, then the public body shall furnish it in the format in which it is maintained by the public body, or in paper format at the option of the requester. A public body may charge the requester for the actual cost of purchasing the recording medium, whether disc, diskette, tape, or other medium. If a

request is not a request for a commercial purpose or a voluminous request, a public body may not charge the requester for the costs of any search for and review of the records or other personnel costs associated with reproducing the records. Except to the extent that the General Assembly expressly provides, statutory fees applicable to copies of public records when furnished in a paper format shall not be applicable to those records when furnished in an electronic format.

(a-5) If a voluminous request is for electronic records and those records are not in a portable document format (PDF), the public body may charge up to \$20 for not more than 2 megabytes of data, up to \$40 for more than 2 but not more than 4 megabytes of data, and up to \$100 for more than 4 megabytes of data. If a voluminous request is for electronic records and those records are in a portable document format, the public body may charge up to \$20 for not more than 80 megabytes of data, up to \$40 for more than 80 megabytes but not more than 160 megabytes of data, and up to \$100 for more than 160 megabytes of data. If the responsive electronic records are in both a portable document format and not in a portable document format, the public body may separate the fees and charge the requester under both fee scales.

If a public body imposes a fee pursuant to this subsection (a-5), it must provide the requester with an accounting of all fees, costs, and personnel hours in connection with the request for public records.

(b) Except when a fee is otherwise fixed by statute, each public body may charge fees reasonably calculated to reimburse its actual cost for reproducing and certifying public records and for the use, by any person, of the equipment of the public body to copy records. No fees shall be charged for the first 50 pages of black and white, letter or legal sized copies requested by a requester. The fee for black and white, letter or legal sized copies shall not exceed 15 cents per page. If a public body provides copies in color or in a size other than letter or legal, the public body may not charge more than its actual cost for reproducing the records. In calculating its actual cost for reproducing records or for the use of the equipment of the public body to reproduce records, a public body shall not include the costs of any search for and review of the records or other personnel costs associated with reproducing the records, except for commercial requests as provided in subsection (f) of this Section. Such fees shall be imposed according to a standard scale of fees, established and made public by the body imposing them. The cost for certifying a record shall not exceed \$1.

(c) Documents shall be furnished without charge or at a reduced charge, as determined by the public body, if the person requesting the documents states the specific purpose for the request and indicates that a waiver or reduction of the fee is in the public interest. Waiver or reduction of the fee is in the public interest if the principal purpose of the request is to access and disseminate information regarding the health, safety and welfare or the legal rights of the general public and is not for the principal purpose of personal or commercial benefit. For purposes of this subsection, "commercial benefit" shall not apply to requests made by news media when the principal purpose of the request is to access and disseminate information regarding the health, safety, and welfare or the legal rights of the general public. In setting the amount of the waiver or reduction, the public body may take into consideration the amount of materials requested and the cost of copying them.

(d) The imposition of a fee not consistent with subsections (6)(a) and (b) of this Act constitutes a denial of access to public records for the purposes of judicial review.

(e) The fee for each abstract of a driver's record shall be as provided in Section 6-118 of "The Illinois Vehicle Code", approved September 29, 1969, as amended, whether furnished as a paper copy or as an electronic copy.

(f) A public body may charge up to \$10 for each hour spent by personnel in searching for and retrieving a requested record or examining the record for necessary redactions. No fees shall be charged for the first 8 hours spent by personnel in searching for or retrieving a requested record. A public body may charge the actual cost of retrieving and transporting public records from an off-site storage facility when the public records are maintained by a third-party storage company under contract with the public body. If a public body imposes a fee pursuant to this subsection (f), it must provide the requester with an accounting of all fees, costs, and personnel hours in connection with the request for public records. The provisions of this subsection (f) apply only to commercial requests.

(Source: P.A. 97-579, eff. 8-26-11; 98-1129, eff. 12-3-14.)

(5 ILCS 140/7) (from Ch. 116, par. 207)

(Text of Section from P.A. 102-752)

Sec. 7. Exemptions.

(1) When a request is made to inspect or copy a public record that contains information that is exempt from disclosure under this Section, but also contains information that is not exempt from disclosure, the public body may elect to redact the information that is exempt. The public body shall make the remaining information available for inspection and copying. Subject to this requirement, the following shall be exempt from inspection and copying:

(a) Information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law.

(b) Private information, unless disclosure is required by another provision of this Act, a State or federal law or a court order.

(b-5) Files, documents, and other data or databases maintained by one or more law enforcement agencies and specifically designed to provide information to one or more law enforcement agencies regarding the physical or mental status of one or more individual subjects.

(c) Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy.

(d) Records in the possession of any public body created in the course of administrative enforcement proceedings, and any law enforcement or correctional agency for law enforcement purposes, but only to the extent that disclosure would:

(i) interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement or correctional agency that is the recipient of the request;

(ii) interfere with active administrative

enforcement proceedings conducted by the public body that is the recipient of the request;

(iii) create a substantial likelihood that a person will be deprived of a fair trial or an impartial hearing;

(iv) unavoidably disclose the identity of a confidential source, confidential information furnished only by the confidential source, or persons who file complaints with or provide information to administrative, investigative, law enforcement, or penal agencies; except that the identities of witnesses to traffic accidents, traffic accident reports, and rescue reports shall be provided by agencies of local government, except when disclosure would interfere with an active criminal investigation conducted by the agency that is the recipient of the request;

(v) disclose unique or specialized investigative techniques other than those generally used and known or disclose internal documents of correctional agencies related to detection, observation or investigation of incidents of crime or misconduct, and disclosure would result in demonstrable harm to the agency or public body that is the recipient of the request;

(vi) endanger the life or physical safety of law enforcement personnel or any other person; or

(vii) obstruct an ongoing criminal investigation by the agency that is the recipient of the request.

(d-5) A law enforcement record created for law enforcement purposes and contained in a shared electronic record management system if the law enforcement agency that is the recipient of the request did not create the record, did not participate in or have a role in any of the events which are the subject of the record, and only has access to the record through the shared electronic record management system.

(d-6) Records contained in the Officer Professional Conduct Database under Section 9.2 of the Illinois Police Training Act, except to the extent authorized under that Section. This includes the documents supplied to the Illinois Law Enforcement Training Standards Board from the Illinois State Police and Illinois State Police Merit Board.

(e) Records that relate to or affect the security of correctional institutions and detention facilities.

(e-5) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials are available in the library of the correctional institution or facility or jail where the inmate is confined.

(e-6) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials include records from staff members' personnel files, staff rosters, or other staffing assignment information.

(e-7) Records requested by persons committed to the Department of Corrections or Department of Human Services Division of Mental Health if those materials are available through an administrative request to the Department of Corrections or Department of Human Services Division of Mental Health.

(e-8) Records requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, the disclosure

of which would result in the risk of harm to any person or the risk of an escape from a jail or correctional institution or facility.

(e-9) Records requested by a person in a county jail or committed to the Department of Corrections or Department of Human Services Division of Mental Health, containing personal information pertaining to the person's victim or the victim's family, including, but not limited to, a victim's home address, home telephone number, work or school address, work telephone number, social security number, or any other identifying information, except as may be relevant to a requester's current or potential case or claim.

(e-10) Law enforcement records of other persons requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, including, but not limited to, arrest and booking records, mug shots, and crime scene photographs, except as these records may be relevant to the requester's current or potential case or claim.

(f) Preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body. The exemption provided in this paragraph (f) extends to all those records of officers and agencies of the General Assembly that pertain to the preparation of legislative documents.

(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged, or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

The information included under this exemption includes all trade secrets and commercial or financial information obtained by a public body, including a public pension fund, from a private equity fund or a privately held company within the investment portfolio of a private equity fund as a result of either investing or evaluating a potential investment of public funds in a private equity fund. The exemption contained in this item does not apply to the aggregate financial performance information of a private equity fund, nor to the identity of the fund's managers or general partners. The exemption contained in this item does not apply to the identity of a privately held company within the investment portfolio of a private equity fund, unless the disclosure of the identity of a privately held company may cause competitive harm.

Nothing contained in this paragraph (g) shall be construed to prevent a person or business from consenting to disclosure.

(h) Proposals and bids for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the body, until an award or final selection is made. Information prepared by or for the body in preparation of a bid solicitation shall be exempt until an award or final selection is made.

(i) Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss. The exemption for "computer geographic systems" provided in this paragraph (i) does not extend to requests made by news media as defined in Section 2 of this Act when the requested information is not otherwise exempt and the only purpose of the request is to access and disseminate information regarding the health, safety, welfare, or legal rights of the general public.

(j) The following information pertaining to educational matters:

(i) test questions, scoring keys and other examination data used to administer an academic examination;

(ii) information received by a primary or secondary school, college, or university under its procedures for the evaluation of faculty members by their academic peers;

(iii) information concerning a school or university's adjudication of student disciplinary cases, but only to the extent that disclosure would unavoidably reveal the identity of the student; and

(iv) course materials or research materials used by faculty members.

(k) Architects' plans, engineers' technical submissions, and other construction related technical documents for projects not constructed or developed in whole or in part with public funds and the same for projects constructed or developed with public funds, including, but not limited to, power generating and distribution stations and other transmission and distribution facilities, water treatment facilities, airport facilities, sport stadiums, convention centers, and all government owned, operated, or occupied buildings, but only to the extent that disclosure would compromise security.

(l) Minutes of meetings of public bodies closed to the public as provided in the Open Meetings Act until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act.

(m) Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil, or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.

(n) Records relating to a public body's adjudication of employee grievances or disciplinary cases; however, this exemption shall not extend to the final outcome of cases in which discipline is imposed.

(o) Administrative or technical information associated with automated data processing operations, including, but not limited to, software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Section.

(p) Records relating to collective negotiating

matters between public bodies and their employees or representatives, except that any final contract or agreement shall be subject to inspection and copying.

(q) Test questions, scoring keys, and other examination data used to determine the qualifications of an applicant for a license or employment.

(r) The records, documents, and information relating to real estate purchase negotiations until those negotiations have been completed or otherwise terminated. With regard to a parcel involved in a pending or actually and reasonably contemplated eminent domain proceeding under the Eminent Domain Act, records, documents, and information relating to that parcel shall be exempt except as may be allowed under discovery rules adopted by the Illinois Supreme Court. The records, documents, and information relating to a real estate sale shall be exempt until a sale is consummated.

(s) Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self insurance (including any intergovernmental risk management association or self insurance pool) claims, loss or risk management information, records, data, advice or communications.

(t) Information contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of a public body responsible for the regulation or supervision of financial institutions, insurance companies, or pharmacy benefit managers, unless disclosure is otherwise required by State law.

(u) Information that would disclose or might lead to the disclosure of secret or confidential information, codes, algorithms, programs, or private keys intended to be used to create electronic signatures under the Uniform Electronic Transactions Act.

(v) Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. Information exempt under this item may include such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations.

(w) (Blank).

(x) Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

(y) Information contained in or related to proposals, bids, or negotiations related to electric power procurement under Section 1-75 of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act that is determined to be confidential and proprietary by the Illinois Power Agency or by the Illinois Commerce Commission.

(z) Information about students exempted from

disclosure under Sections 10-20.38 or 34-18.29 of the School Code, and information about undergraduate students enrolled at an institution of higher education exempted from disclosure under Section 25 of the Illinois Credit Card Marketing Act of 2009.

(aa) Information the disclosure of which is exempted under the Viatical Settlements Act of 2009.

(bb) Records and information provided to a mortality review team and records maintained by a mortality review team appointed under the Department of Juvenile Justice Mortality Review Team Act.

(cc) Information regarding interments, entombments, or inurnments of human remains that are submitted to the Cemetery Oversight Database under the Cemetery Care Act or the Cemetery Oversight Act, whichever is applicable.

(dd) Correspondence and records (i) that may not be disclosed under Section 11-9 of the Illinois Public Aid Code or (ii) that pertain to appeals under Section 11-8 of the Illinois Public Aid Code.

(ee) The names, addresses, or other personal information of persons who are minors and are also participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations.

(ff) The names, addresses, or other personal information of participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations where such programs are targeted primarily to minors.

(gg) Confidential information described in Section 1-100 of the Illinois Independent Tax Tribunal Act of 2012.

(hh) The report submitted to the State Board of Education by the School Security and Standards Task Force under item (8) of subsection (d) of Section 2-3.160 of the School Code and any information contained in that report.

(ii) Records requested by persons committed to or detained by the Department of Human Services under the Sexually Violent Persons Commitment Act or committed to the Department of Corrections under the Sexually Dangerous Persons Act if those materials: (i) are available in the library of the facility where the individual is confined; (ii) include records from staff members' personnel files, staff rosters, or other staffing assignment information; or (iii) are available through an administrative request to the Department of Human Services or the Department of Corrections.

(jj) Confidential information described in Section 5-535 of the Civil Administrative Code of Illinois.

(kk) The public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information, the disclosure of which could result in identity theft or impression or defrauding of a governmental entity or a person.

(ll) Records concerning the work of the threat assessment team of a school district.

(mm) Information prohibited from being disclosed under subsections (a) and (b) of Section 15 of the Student Confidential Reporting Act.

(1.5) Any information exempt from disclosure under the Judicial Privacy Act shall be redacted from public records prior to disclosure under this Act.

(2) A public record that is not in the possession of a

public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under this Act, shall be considered a public record of the public body, for purposes of this Act.

(3) This Section does not authorize withholding of information or limit the availability of records to the public, except as stated in this Section or otherwise provided in this Act.

(Source: P.A. 101-434, eff. 1-1-20; 101-452, eff. 1-1-20; 101-455, eff. 8-23-19; 101-652, eff. 1-1-22; 102-38, eff. 6-25-21; 102-558, eff. 8-20-21; 102-752, eff. 1-1-23.)

(Text of Section from P.A. 102-753)

Sec. 7. Exemptions.

(1) When a request is made to inspect or copy a public record that contains information that is exempt from disclosure under this Section, but also contains information that is not exempt from disclosure, the public body may elect to redact the information that is exempt. The public body shall make the remaining information available for inspection and copying. Subject to this requirement, the following shall be exempt from inspection and copying:

(a) Information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law.

(b) Private information, unless disclosure is required by another provision of this Act, a State or federal law or a court order.

(b-5) Files, documents, and other data or databases maintained by one or more law enforcement agencies and specifically designed to provide information to one or more law enforcement agencies regarding the physical or mental status of one or more individual subjects.

(c) Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy.

(d) Records in the possession of any public body created in the course of administrative enforcement proceedings, and any law enforcement or correctional agency for law enforcement purposes, but only to the extent that disclosure would:

(i) interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement or correctional agency that is the recipient of the request;

(ii) interfere with active administrative enforcement proceedings conducted by the public body that is the recipient of the request;

(iii) create a substantial likelihood that a person will be deprived of a fair trial or an impartial hearing;

(iv) unavoidably disclose the identity of a

confidential source, confidential information furnished only by the confidential source, or persons who file complaints with or provide information to administrative, investigative, law enforcement, or penal agencies; except that the identities of witnesses to traffic accidents, traffic accident reports, and rescue reports shall be provided by agencies of local government, except when disclosure would interfere with an active criminal investigation conducted by the agency that is the recipient of the request;

(v) disclose unique or specialized investigative techniques other than those generally used and known or disclose internal documents of correctional agencies related to detection, observation or investigation of incidents of crime or misconduct, and disclosure would result in demonstrable harm to the agency or public body that is the recipient of the request;

(vi) endanger the life or physical safety of law enforcement personnel or any other person; or

(vii) obstruct an ongoing criminal investigation by the agency that is the recipient of the request.

(d-5) A law enforcement record created for law enforcement purposes and contained in a shared electronic record management system if the law enforcement agency that is the recipient of the request did not create the record, did not participate in or have a role in any of the events which are the subject of the record, and only has access to the record through the shared electronic record management system.

(d-6) Records contained in the Officer Professional Conduct Database under Section 9.2 of the Illinois Police Training Act, except to the extent authorized under that Section. This includes the documents supplied to the Illinois Law Enforcement Training Standards Board from the Illinois State Police and Illinois State Police Merit Board.

(e) Records that relate to or affect the security of correctional institutions and detention facilities.

(e-5) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials are available in the library of the correctional institution or facility or jail where the inmate is confined.

(e-6) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials include records from staff members' personnel files, staff rosters, or other staffing assignment information.

(e-7) Records requested by persons committed to the Department of Corrections or Department of Human Services Division of Mental Health if those materials are available through an administrative request to the Department of Corrections or Department of Human Services Division of Mental Health.

(e-8) Records requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, the disclosure of which would result in the risk of harm to any person or the risk of an escape from a jail or correctional institution or facility.

(e-9) Records requested by a person in a county jail or committed to the Department of Corrections or Department of Human Services Division of Mental Health,

containing personal information pertaining to the person's victim or the victim's family, including, but not limited to, a victim's home address, home telephone number, work or school address, work telephone number, social security number, or any other identifying information, except as may be relevant to a requester's current or potential case or claim.

(e-10) Law enforcement records of other persons requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, including, but not limited to, arrest and booking records, mug shots, and crime scene photographs, except as these records may be relevant to the requester's current or potential case or claim.

(f) Preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body. The exemption provided in this paragraph (f) extends to all those records of officers and agencies of the General Assembly that pertain to the preparation of legislative documents.

(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged, or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

The information included under this exemption includes all trade secrets and commercial or financial information obtained by a public body, including a public pension fund, from a private equity fund or a privately held company within the investment portfolio of a private equity fund as a result of either investing or evaluating a potential investment of public funds in a private equity fund. The exemption contained in this item does not apply to the aggregate financial performance information of a private equity fund, nor to the identity of the fund's managers or general partners. The exemption contained in this item does not apply to the identity of a privately held company within the investment portfolio of a private equity fund, unless the disclosure of the identity of a privately held company may cause competitive harm.

Nothing contained in this paragraph (g) shall be construed to prevent a person or business from consenting to disclosure.

(h) Proposals and bids for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the body, until an award or final selection is made. Information prepared by or for the body in preparation of a bid solicitation shall be exempt until an award or final selection is made.

(i) Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss. The exemption for "computer geographic systems" provided in this paragraph (i) does not extend to requests made by news media as defined in

Section 2 of this Act when the requested information is not otherwise exempt and the only purpose of the request is to access and disseminate information regarding the health, safety, welfare, or legal rights of the general public.

(j) The following information pertaining to educational matters:

(i) test questions, scoring keys and other examination data used to administer an academic examination;

(ii) information received by a primary or secondary school, college, or university under its procedures for the evaluation of faculty members by their academic peers;

(iii) information concerning a school or university's adjudication of student disciplinary cases, but only to the extent that disclosure would unavoidably reveal the identity of the student; and

(iv) course materials or research materials used by faculty members.

(k) Architects' plans, engineers' technical submissions, and other construction related technical documents for projects not constructed or developed in whole or in part with public funds and the same for projects constructed or developed with public funds, including, but not limited to, power generating and distribution stations and other transmission and distribution facilities, water treatment facilities, airport facilities, sport stadiums, convention centers, and all government owned, operated, or occupied buildings, but only to the extent that disclosure would compromise security.

(l) Minutes of meetings of public bodies closed to the public as provided in the Open Meetings Act until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act.

(m) Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil, or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.

(n) Records relating to a public body's adjudication of employee grievances or disciplinary cases; however, this exemption shall not extend to the final outcome of cases in which discipline is imposed.

(o) Administrative or technical information associated with automated data processing operations, including, but not limited to, software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Section.

(p) Records relating to collective negotiating matters between public bodies and their employees or representatives, except that any final contract or agreement shall be subject to inspection and copying.

(q) Test questions, scoring keys, and other examination data used to determine the qualifications of an applicant for a license or employment.

(r) The records, documents, and information relating

to real estate purchase negotiations until those negotiations have been completed or otherwise terminated. With regard to a parcel involved in a pending or actually and reasonably contemplated eminent domain proceeding under the Eminent Domain Act, records, documents, and information relating to that parcel shall be exempt except as may be allowed under discovery rules adopted by the Illinois Supreme Court. The records, documents, and information relating to a real estate sale shall be exempt until a sale is consummated.

(s) Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self insurance (including any intergovernmental risk management association or self insurance pool) claims, loss or risk management information, records, data, advice or communications.

(t) Information contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of a public body responsible for the regulation or supervision of financial institutions, insurance companies, or pharmacy benefit managers, unless disclosure is otherwise required by State law.

(u) Information that would disclose or might lead to the disclosure of secret or confidential information, codes, algorithms, programs, or private keys intended to be used to create electronic signatures under the Uniform Electronic Transactions Act.

(v) Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, but only to the extent that disclosure could reasonably be expected to expose the vulnerability or jeopardize the effectiveness of the measures, policies, or plans, or the safety of the personnel who implement them or the public. Information exempt under this item may include such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, to cybersecurity vulnerabilities, or to tactical operations.

(w) (Blank).

(x) Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

(y) Information contained in or related to proposals, bids, or negotiations related to electric power procurement under Section 1-75 of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act that is determined to be confidential and proprietary by the Illinois Power Agency or by the Illinois Commerce Commission.

(z) Information about students exempted from disclosure under Sections 10-20.38 or 34-18.29 of the School Code, and information about undergraduate students enrolled at an institution of higher education exempted from disclosure under Section 25 of the Illinois Credit Card Marketing Act of 2009.

(aa) Information the disclosure of which is exempted under the Viatical Settlements Act of 2009.

(bb) Records and information provided to a mortality

review team and records maintained by a mortality review team appointed under the Department of Juvenile Justice Mortality Review Team Act.

(cc) Information regarding interments, entombments, or inurnments of human remains that are submitted to the Cemetery Oversight Database under the Cemetery Care Act or the Cemetery Oversight Act, whichever is applicable.

(dd) Correspondence and records (i) that may not be disclosed under Section 11-9 of the Illinois Public Aid Code or (ii) that pertain to appeals under Section 11-8 of the Illinois Public Aid Code.

(ee) The names, addresses, or other personal information of persons who are minors and are also participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations.

(ff) The names, addresses, or other personal information of participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations where such programs are targeted primarily to minors.

(gg) Confidential information described in Section 1-100 of the Illinois Independent Tax Tribunal Act of 2012.

(hh) The report submitted to the State Board of Education by the School Security and Standards Task Force under item (8) of subsection (d) of Section 2-3.160 of the School Code and any information contained in that report.

(ii) Records requested by persons committed to or detained by the Department of Human Services under the Sexually Violent Persons Commitment Act or committed to the Department of Corrections under the Sexually Dangerous Persons Act if those materials: (i) are available in the library of the facility where the individual is confined; (ii) include records from staff members' personnel files, staff rosters, or other staffing assignment information; or (iii) are available through an administrative request to the Department of Human Services or the Department of Corrections.

(jj) Confidential information described in Section 5-535 of the Civil Administrative Code of Illinois.

(kk) The public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information, the disclosure of which could result in identity theft or impression or defrauding of a governmental entity or a person.

(ll) Records concerning the work of the threat assessment team of a school district.

(1.5) Any information exempt from disclosure under the Judicial Privacy Act shall be redacted from public records prior to disclosure under this Act.

(2) A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under this Act, shall be considered a public record of the public body, for purposes of this Act.

(3) This Section does not authorize withholding of information or limit the availability of records to the public, except as stated in this Section or otherwise provided in this Act.

(Source: P.A. 101-434, eff. 1-1-20; 101-452, eff. 1-1-20; 101-

455, eff. 8-23-19; 101-652, eff. 1-1-22; 102-38, eff. 6-25-21; 102-558, eff. 8-20-21; 102-753, eff. 1-1-23.)

(Text of Section from P.A. 102-776)

Sec. 7. Exemptions.

(1) When a request is made to inspect or copy a public record that contains information that is exempt from disclosure under this Section, but also contains information that is not exempt from disclosure, the public body may elect to redact the information that is exempt. The public body shall make the remaining information available for inspection and copying. Subject to this requirement, the following shall be exempt from inspection and copying:

(a) Information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law.

(b) Private information, unless disclosure is required by another provision of this Act, a State or federal law, or a court order.

(b-5) Files, documents, and other data or databases maintained by one or more law enforcement agencies and specifically designed to provide information to one or more law enforcement agencies regarding the physical or mental status of one or more individual subjects.

(c) Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy.

(d) Records in the possession of any public body created in the course of administrative enforcement proceedings, and any law enforcement or correctional agency for law enforcement purposes, but only to the extent that disclosure would:

(i) interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement or correctional agency that is the recipient of the request;

(ii) interfere with active administrative enforcement proceedings conducted by the public body that is the recipient of the request;

(iii) create a substantial likelihood that a person will be deprived of a fair trial or an impartial hearing;

(iv) unavoidably disclose the identity of a confidential source, confidential information furnished only by the confidential source, or persons who file complaints with or provide information to administrative, investigative, law enforcement, or penal agencies; except that the identities of witnesses to traffic accidents, traffic accident reports, and rescue reports shall be provided by agencies of local government, except when disclosure would interfere with an active criminal investigation conducted by the agency that is the recipient of the request;

(v) disclose unique or specialized investigative

techniques other than those generally used and known or disclose internal documents of correctional agencies related to detection, observation or investigation of incidents of crime or misconduct, and disclosure would result in demonstrable harm to the agency or public body that is the recipient of the request;

(vi) endanger the life or physical safety of law enforcement personnel or any other person; or

(vii) obstruct an ongoing criminal investigation by the agency that is the recipient of the request.

(d-5) A law enforcement record created for law enforcement purposes and contained in a shared electronic record management system if the law enforcement agency that is the recipient of the request did not create the record, did not participate in or have a role in any of the events which are the subject of the record, and only has access to the record through the shared electronic record management system.

(d-6) Records contained in the Officer Professional Conduct Database under Section 9.2 of the Illinois Police Training Act, except to the extent authorized under that Section. This includes the documents supplied to the Illinois Law Enforcement Training Standards Board from the Illinois State Police and Illinois State Police Merit Board.

(e) Records that relate to or affect the security of correctional institutions and detention facilities.

(e-5) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials are available in the library of the correctional institution or facility or jail where the inmate is confined.

(e-6) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials include records from staff members' personnel files, staff rosters, or other staffing assignment information.

(e-7) Records requested by persons committed to the Department of Corrections or Department of Human Services Division of Mental Health if those materials are available through an administrative request to the Department of Corrections or Department of Human Services Division of Mental Health.

(e-8) Records requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, the disclosure of which would result in the risk of harm to any person or the risk of an escape from a jail or correctional institution or facility.

(e-9) Records requested by a person in a county jail or committed to the Department of Corrections or Department of Human Services Division of Mental Health, containing personal information pertaining to the person's victim or the victim's family, including, but not limited to, a victim's home address, home telephone number, work or school address, work telephone number, social security number, or any other identifying information, except as may be relevant to a requester's current or potential case or claim.

(e-10) Law enforcement records of other persons requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, including, but not limited to,

arrest and booking records, mug shots, and crime scene photographs, except as these records may be relevant to the requester's current or potential case or claim.

(f) Preliminary drafts, notes, recommendations, memoranda, and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body. The exemption provided in this paragraph (f) extends to all those records of officers and agencies of the General Assembly that pertain to the preparation of legislative documents.

(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged, or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

The information included under this exemption includes all trade secrets and commercial or financial information obtained by a public body, including a public pension fund, from a private equity fund or a privately held company within the investment portfolio of a private equity fund as a result of either investing or evaluating a potential investment of public funds in a private equity fund. The exemption contained in this item does not apply to the aggregate financial performance information of a private equity fund, nor to the identity of the fund's managers or general partners. The exemption contained in this item does not apply to the identity of a privately held company within the investment portfolio of a private equity fund, unless the disclosure of the identity of a privately held company may cause competitive harm.

Nothing contained in this paragraph (g) shall be construed to prevent a person or business from consenting to disclosure.

(h) Proposals and bids for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the body, until an award or final selection is made. Information prepared by or for the body in preparation of a bid solicitation shall be exempt until an award or final selection is made.

(i) Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss. The exemption for "computer geographic systems" provided in this paragraph (i) does not extend to requests made by news media as defined in Section 2 of this Act when the requested information is not otherwise exempt and the only purpose of the request is to access and disseminate information regarding the health, safety, welfare, or legal rights of the general public.

(j) The following information pertaining to educational matters:

(i) test questions, scoring keys, and other examination data used to administer an academic examination;

(ii) information received by a primary or

secondary school, college, or university under its procedures for the evaluation of faculty members by their academic peers;

(iii) information concerning a school or university's adjudication of student disciplinary cases, but only to the extent that disclosure would unavoidably reveal the identity of the student; and

(iv) course materials or research materials used by faculty members.

(k) Architects' plans, engineers' technical submissions, and other construction related technical documents for projects not constructed or developed in whole or in part with public funds and the same for projects constructed or developed with public funds, including, but not limited to, power generating and distribution stations and other transmission and distribution facilities, water treatment facilities, airport facilities, sport stadiums, convention centers, and all government owned, operated, or occupied buildings, but only to the extent that disclosure would compromise security.

(l) Minutes of meetings of public bodies closed to the public as provided in the Open Meetings Act until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act.

(m) Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil, or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.

(n) Records relating to a public body's adjudication of employee grievances or disciplinary cases; however, this exemption shall not extend to the final outcome of cases in which discipline is imposed.

(o) Administrative or technical information associated with automated data processing operations, including, but not limited to, software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Section.

(p) Records relating to collective negotiating matters between public bodies and their employees or representatives, except that any final contract or agreement shall be subject to inspection and copying.

(q) Test questions, scoring keys, and other examination data used to determine the qualifications of an applicant for a license or employment.

(r) The records, documents, and information relating to real estate purchase negotiations until those negotiations have been completed or otherwise terminated. With regard to a parcel involved in a pending or actually and reasonably contemplated eminent domain proceeding under the Eminent Domain Act, records, documents, and information relating to that parcel shall be exempt except as may be allowed under discovery rules adopted by the Illinois Supreme Court. The records, documents, and information relating to a real estate sale shall be exempt until a sale is consummated.

(s) Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self insurance (including any intergovernmental risk management association or self insurance pool) claims, loss or risk management information, records, data, advice or communications.

(t) Information contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of a public body responsible for the regulation or supervision of financial institutions, insurance companies, or pharmacy benefit managers, unless disclosure is otherwise required by State law.

(u) Information that would disclose or might lead to the disclosure of secret or confidential information, codes, algorithms, programs, or private keys intended to be used to create electronic signatures under the Uniform Electronic Transactions Act.

(v) Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. Information exempt under this item may include such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations.

(w) (Blank).

(x) Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

(y) Information contained in or related to proposals, bids, or negotiations related to electric power procurement under Section 1-75 of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act that is determined to be confidential and proprietary by the Illinois Power Agency or by the Illinois Commerce Commission.

(z) Information about students exempted from disclosure under Sections 10-20.38 or 34-18.29 of the School Code, and information about undergraduate students enrolled at an institution of higher education exempted from disclosure under Section 25 of the Illinois Credit Card Marketing Act of 2009.

(aa) Information the disclosure of which is exempted under the Viatical Settlements Act of 2009.

(bb) Records and information provided to a mortality review team and records maintained by a mortality review team appointed under the Department of Juvenile Justice Mortality Review Team Act.

(cc) Information regarding interments, entombments, or inurnments of human remains that are submitted to the Cemetery Oversight Database under the Cemetery Care Act or the Cemetery Oversight Act, whichever is applicable.

(dd) Correspondence and records (i) that may not be

disclosed under Section 11-9 of the Illinois Public Aid Code or (ii) that pertain to appeals under Section 11-8 of the Illinois Public Aid Code.

(ee) The names, addresses, or other personal information of persons who are minors and are also participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations.

(ff) The names, addresses, or other personal information of participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations where such programs are targeted primarily to minors.

(gg) Confidential information described in Section 1-100 of the Illinois Independent Tax Tribunal Act of 2012.

(hh) The report submitted to the State Board of Education by the School Security and Standards Task Force under item (8) of subsection (d) of Section 2-3.160 of the School Code and any information contained in that report.

(ii) Records requested by persons committed to or detained by the Department of Human Services under the Sexually Violent Persons Commitment Act or committed to the Department of Corrections under the Sexually Dangerous Persons Act if those materials: (i) are available in the library of the facility where the individual is confined; (ii) include records from staff members' personnel files, staff rosters, or other staffing assignment information; or (iii) are available through an administrative request to the Department of Human Services or the Department of Corrections.

(jj) Confidential information described in Section 5-535 of the Civil Administrative Code of Illinois.

(kk) The public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information, the disclosure of which could result in identity theft or impression or defrauding of a governmental entity or a person.

(ll) Records concerning the work of the threat assessment team of a school district.

(mm) Records described in subsection (f) of Section 3-5-1 of the Unified Code of Corrections.

(1.5) Any information exempt from disclosure under the Judicial Privacy Act shall be redacted from public records prior to disclosure under this Act.

(2) A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under this Act, shall be considered a public record of the public body, for purposes of this Act.

(3) This Section does not authorize withholding of information or limit the availability of records to the public, except as stated in this Section or otherwise provided in this Act.

(Source: P.A. 101-434, eff. 1-1-20; 101-452, eff. 1-1-20; 101-455, eff. 8-23-19; 101-652, eff. 1-1-22; 102-38, eff. 6-25-21; 102-558, eff. 8-20-21; 102-694, eff. 1-7-22; 102-776, eff. 1-1-23.)

(Text of Section from P.A. 102-791)
Sec. 7. Exemptions.

(1) When a request is made to inspect or copy a public record that contains information that is exempt from disclosure under this Section, but also contains information that is not exempt from disclosure, the public body may elect to redact the information that is exempt. The public body shall make the remaining information available for inspection and copying. Subject to this requirement, the following shall be exempt from inspection and copying:

(a) Information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law.

(b) Private information, unless disclosure is required by another provision of this Act, a State or federal law, or a court order.

(b-5) Files, documents, and other data or databases maintained by one or more law enforcement agencies and specifically designed to provide information to one or more law enforcement agencies regarding the physical or mental status of one or more individual subjects.

(c) Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy.

(d) Records in the possession of any public body created in the course of administrative enforcement proceedings, and any law enforcement or correctional agency for law enforcement purposes, but only to the extent that disclosure would:

(i) interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement or correctional agency that is the recipient of the request;

(ii) interfere with active administrative enforcement proceedings conducted by the public body that is the recipient of the request;

(iii) create a substantial likelihood that a person will be deprived of a fair trial or an impartial hearing;

(iv) unavoidably disclose the identity of a confidential source, confidential information furnished only by the confidential source, or persons who file complaints with or provide information to administrative, investigative, law enforcement, or penal agencies; except that the identities of witnesses to traffic accidents, traffic accident reports, and rescue reports shall be provided by agencies of local government, except when disclosure would interfere with an active criminal investigation conducted by the agency that is the recipient of the request;

(v) disclose unique or specialized investigative techniques other than those generally used and known or disclose internal documents of correctional agencies related to detection, observation or investigation of incidents of crime or misconduct, and disclosure would result in demonstrable harm to the agency or public body that is the recipient of the request;

(vi) endanger the life or physical safety of law enforcement personnel or any other person; or

(vii) obstruct an ongoing criminal investigation by the agency that is the recipient of the request.

(d-5) A law enforcement record created for law enforcement purposes and contained in a shared electronic record management system if the law enforcement agency that is the recipient of the request did not create the record, did not participate in or have a role in any of the events which are the subject of the record, and only has access to the record through the shared electronic record management system.

(d-6) Records contained in the Officer Professional Conduct Database under Section 9.2 of the Illinois Police Training Act, except to the extent authorized under that Section. This includes the documents supplied to the Illinois Law Enforcement Training Standards Board from the Illinois State Police and Illinois State Police Merit Board.

(e) Records that relate to or affect the security of correctional institutions and detention facilities.

(e-5) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials are available in the library of the correctional institution or facility or jail where the inmate is confined.

(e-6) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials include records from staff members' personnel files, staff rosters, or other staffing assignment information.

(e-7) Records requested by persons committed to the Department of Corrections or Department of Human Services Division of Mental Health if those materials are available through an administrative request to the Department of Corrections or Department of Human Services Division of Mental Health.

(e-8) Records requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, the disclosure of which would result in the risk of harm to any person or the risk of an escape from a jail or correctional institution or facility.

(e-9) Records requested by a person in a county jail or committed to the Department of Corrections or Department of Human Services Division of Mental Health, containing personal information pertaining to the person's victim or the victim's family, including, but not limited to, a victim's home address, home telephone number, work or school address, work telephone number, social security number, or any other identifying information, except as may be relevant to a requester's current or potential case or claim.

(e-10) Law enforcement records of other persons requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, including, but not limited to, arrest and booking records, mug shots, and crime scene photographs, except as these records may be relevant to the requester's current or potential case or claim.

(f) Preliminary drafts, notes, recommendations, memoranda, and other records in which opinions are expressed, or policies or actions are formulated, except

that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body. The exemption provided in this paragraph (f) extends to all those records of officers and agencies of the General Assembly that pertain to the preparation of legislative documents.

(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged, or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

The information included under this exemption includes all trade secrets and commercial or financial information obtained by a public body, including a public pension fund, from a private equity fund or a privately held company within the investment portfolio of a private equity fund as a result of either investing or evaluating a potential investment of public funds in a private equity fund. The exemption contained in this item does not apply to the aggregate financial performance information of a private equity fund, nor to the identity of the fund's managers or general partners. The exemption contained in this item does not apply to the identity of a privately held company within the investment portfolio of a private equity fund, unless the disclosure of the identity of a privately held company may cause competitive harm.

Nothing contained in this paragraph (g) shall be construed to prevent a person or business from consenting to disclosure.

(h) Proposals and bids for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the body, until an award or final selection is made. Information prepared by or for the body in preparation of a bid solicitation shall be exempt until an award or final selection is made.

(i) Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss. The exemption for "computer geographic systems" provided in this paragraph (i) does not extend to requests made by news media as defined in Section 2 of this Act when the requested information is not otherwise exempt and the only purpose of the request is to access and disseminate information regarding the health, safety, welfare, or legal rights of the general public.

(j) The following information pertaining to educational matters:

(i) test questions, scoring keys, and other examination data used to administer an academic examination;

(ii) information received by a primary or secondary school, college, or university under its procedures for the evaluation of faculty members by their academic peers;

(iii) information concerning a school or university's adjudication of student disciplinary cases, but only to the extent that disclosure would unavoidably reveal the identity of the student; and

(iv) course materials or research materials used by faculty members.

(k) Architects' plans, engineers' technical submissions, and other construction related technical documents for projects not constructed or developed in whole or in part with public funds and the same for projects constructed or developed with public funds, including, but not limited to, power generating and distribution stations and other transmission and distribution facilities, water treatment facilities, airport facilities, sport stadiums, convention centers, and all government owned, operated, or occupied buildings, but only to the extent that disclosure would compromise security.

(l) Minutes of meetings of public bodies closed to the public as provided in the Open Meetings Act until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act.

(m) Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil, or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.

(n) Records relating to a public body's adjudication of employee grievances or disciplinary cases; however, this exemption shall not extend to the final outcome of cases in which discipline is imposed.

(o) Administrative or technical information associated with automated data processing operations, including, but not limited to, software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Section.

(p) Records relating to collective negotiating matters between public bodies and their employees or representatives, except that any final contract or agreement shall be subject to inspection and copying.

(q) Test questions, scoring keys, and other examination data used to determine the qualifications of an applicant for a license or employment.

(r) The records, documents, and information relating to real estate purchase negotiations until those negotiations have been completed or otherwise terminated. With regard to a parcel involved in a pending or actually and reasonably contemplated eminent domain proceeding under the Eminent Domain Act, records, documents, and information relating to that parcel shall be exempt except as may be allowed under discovery rules adopted by the Illinois Supreme Court. The records, documents, and information relating to a real estate sale shall be exempt until a sale is consummated.

(s) Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self insurance (including any intergovernmental risk management association or self insurance pool) claims,

loss or risk management information, records, data, advice or communications.

(t) Information contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of a public body responsible for the regulation or supervision of financial institutions, insurance companies, or pharmacy benefit managers, unless disclosure is otherwise required by State law.

(u) Information that would disclose or might lead to the disclosure of secret or confidential information, codes, algorithms, programs, or private keys intended to be used to create electronic signatures under the Uniform Electronic Transactions Act.

(v) Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. Information exempt under this item may include such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations.

(w) (Blank).

(x) Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

(y) Information contained in or related to proposals, bids, or negotiations related to electric power procurement under Section 1-75 of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act that is determined to be confidential and proprietary by the Illinois Power Agency or by the Illinois Commerce Commission.

(z) Information about students exempted from disclosure under Sections 10-20.38 or 34-18.29 of the School Code, and information about undergraduate students enrolled at an institution of higher education exempted from disclosure under Section 25 of the Illinois Credit Card Marketing Act of 2009.

(aa) Information the disclosure of which is exempted under the Viatical Settlements Act of 2009.

(bb) Records and information provided to a mortality review team and records maintained by a mortality review team appointed under the Department of Juvenile Justice Mortality Review Team Act.

(cc) Information regarding interments, entombments, or inurnments of human remains that are submitted to the Cemetery Oversight Database under the Cemetery Care Act or the Cemetery Oversight Act, whichever is applicable.

(dd) Correspondence and records (i) that may not be disclosed under Section 11-9 of the Illinois Public Aid Code or (ii) that pertain to appeals under Section 11-8 of the Illinois Public Aid Code.

(ee) The names, addresses, or other personal information of persons who are minors and are also participants and registrants in programs of park districts,

forest preserve districts, conservation districts, recreation agencies, and special recreation associations.

(ff) The names, addresses, or other personal information of participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations where such programs are targeted primarily to minors.

(gg) Confidential information described in Section 1-100 of the Illinois Independent Tax Tribunal Act of 2012.

(hh) The report submitted to the State Board of Education by the School Security and Standards Task Force under item (8) of subsection (d) of Section 2-3.160 of the School Code and any information contained in that report.

(ii) Records requested by persons committed to or detained by the Department of Human Services under the Sexually Violent Persons Commitment Act or committed to the Department of Corrections under the Sexually Dangerous Persons Act if those materials: (i) are available in the library of the facility where the individual is confined; (ii) include records from staff members' personnel files, staff rosters, or other staffing assignment information; or (iii) are available through an administrative request to the Department of Human Services or the Department of Corrections.

(jj) Confidential information described in Section 5-535 of the Civil Administrative Code of Illinois.

(kk) The public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information, the disclosure of which could result in identity theft or impersonation or defrauding of a governmental entity or a person.

(ll) Records concerning the work of the threat assessment team of a school district, including, but not limited to, any threat assessment procedure under the School Safety Drill Act and any information contained in the procedure.

(1.5) Any information exempt from disclosure under the Judicial Privacy Act shall be redacted from public records prior to disclosure under this Act.

(2) A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under this Act, shall be considered a public record of the public body, for purposes of this Act.

(3) This Section does not authorize withholding of information or limit the availability of records to the public, except as stated in this Section or otherwise provided in this Act.

(Source: P.A. 101-434, eff. 1-1-20; 101-452, eff. 1-1-20; 101-455, eff. 8-23-19; 101-652, eff. 1-1-22; 102-38, eff. 6-25-21; 102-558, eff. 8-20-21; 102-694, eff. 1-7-22; 102-791, eff. 5-13-22.)

(Text of Section from P.A. 102-982)

Sec. 7. Exemptions.

(1) When a request is made to inspect or copy a public record that contains information that is exempt from disclosure under this Section, but also contains information that is not exempt from disclosure, the public body may elect to redact the information that is exempt. The public body shall make the

remaining information available for inspection and copying. Subject to this requirement, the following shall be exempt from inspection and copying:

(a) Information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law.

(b) Private information, unless disclosure is required by another provision of this Act, a State or federal law or a court order.

(b-5) Files, documents, and other data or databases maintained by one or more law enforcement agencies and specifically designed to provide information to one or more law enforcement agencies regarding the physical or mental status of one or more individual subjects.

(c) Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy.

(d) Records in the possession of any public body created in the course of administrative enforcement proceedings, and any law enforcement or correctional agency for law enforcement purposes, but only to the extent that disclosure would:

(i) interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement or correctional agency that is the recipient of the request;

(ii) interfere with active administrative enforcement proceedings conducted by the public body that is the recipient of the request;

(iii) create a substantial likelihood that a person will be deprived of a fair trial or an impartial hearing;

(iv) unavoidably disclose the identity of a confidential source, confidential information furnished only by the confidential source, or persons who file complaints with or provide information to administrative, investigative, law enforcement, or penal agencies; except that the identities of witnesses to traffic crashes, traffic crash reports, and rescue reports shall be provided by agencies of local government, except when disclosure would interfere with an active criminal investigation conducted by the agency that is the recipient of the request;

(v) disclose unique or specialized investigative techniques other than those generally used and known or disclose internal documents of correctional agencies related to detection, observation or investigation of incidents of crime or misconduct, and disclosure would result in demonstrable harm to the agency or public body that is the recipient of the request;

(vi) endanger the life or physical safety of law enforcement personnel or any other person; or

(vii) obstruct an ongoing criminal investigation by the agency that is the recipient of the request.

(d-5) A law enforcement record created for law

enforcement purposes and contained in a shared electronic record management system if the law enforcement agency that is the recipient of the request did not create the record, did not participate in or have a role in any of the events which are the subject of the record, and only has access to the record through the shared electronic record management system.

(d-6) Records contained in the Officer Professional Conduct Database under Section 9.2 of the Illinois Police Training Act, except to the extent authorized under that Section. This includes the documents supplied to the Illinois Law Enforcement Training Standards Board from the Illinois State Police and Illinois State Police Merit Board.

(e) Records that relate to or affect the security of correctional institutions and detention facilities.

(e-5) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials are available in the library of the correctional institution or facility or jail where the inmate is confined.

(e-6) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials include records from staff members' personnel files, staff rosters, or other staffing assignment information.

(e-7) Records requested by persons committed to the Department of Corrections or Department of Human Services Division of Mental Health if those materials are available through an administrative request to the Department of Corrections or Department of Human Services Division of Mental Health.

(e-8) Records requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, the disclosure of which would result in the risk of harm to any person or the risk of an escape from a jail or correctional institution or facility.

(e-9) Records requested by a person in a county jail or committed to the Department of Corrections or Department of Human Services Division of Mental Health, containing personal information pertaining to the person's victim or the victim's family, including, but not limited to, a victim's home address, home telephone number, work or school address, work telephone number, social security number, or any other identifying information, except as may be relevant to a requester's current or potential case or claim.

(e-10) Law enforcement records of other persons requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, including, but not limited to, arrest and booking records, mug shots, and crime scene photographs, except as these records may be relevant to the requester's current or potential case or claim.

(f) Preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body. The exemption provided in this paragraph (f) extends to all those records of officers and

agencies of the General Assembly that pertain to the preparation of legislative documents.

(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged, or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

The information included under this exemption includes all trade secrets and commercial or financial information obtained by a public body, including a public pension fund, from a private equity fund or a privately held company within the investment portfolio of a private equity fund as a result of either investing or evaluating a potential investment of public funds in a private equity fund. The exemption contained in this item does not apply to the aggregate financial performance information of a private equity fund, nor to the identity of the fund's managers or general partners. The exemption contained in this item does not apply to the identity of a privately held company within the investment portfolio of a private equity fund, unless the disclosure of the identity of a privately held company may cause competitive harm.

Nothing contained in this paragraph (g) shall be construed to prevent a person or business from consenting to disclosure.

(h) Proposals and bids for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the body, until an award or final selection is made. Information prepared by or for the body in preparation of a bid solicitation shall be exempt until an award or final selection is made.

(i) Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss. The exemption for "computer geographic systems" provided in this paragraph (i) does not extend to requests made by news media as defined in Section 2 of this Act when the requested information is not otherwise exempt and the only purpose of the request is to access and disseminate information regarding the health, safety, welfare, or legal rights of the general public.

(j) The following information pertaining to educational matters:

(i) test questions, scoring keys and other examination data used to administer an academic examination;

(ii) information received by a primary or secondary school, college, or university under its procedures for the evaluation of faculty members by their academic peers;

(iii) information concerning a school or university's adjudication of student disciplinary cases, but only to the extent that disclosure would unavoidably reveal the identity of the student; and

(iv) course materials or research materials used by faculty members.

(k) Architects' plans, engineers' technical

submissions, and other construction related technical documents for projects not constructed or developed in whole or in part with public funds and the same for projects constructed or developed with public funds, including, but not limited to, power generating and distribution stations and other transmission and distribution facilities, water treatment facilities, airport facilities, sport stadiums, convention centers, and all government owned, operated, or occupied buildings, but only to the extent that disclosure would compromise security.

(l) Minutes of meetings of public bodies closed to the public as provided in the Open Meetings Act until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act.

(m) Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil, or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.

(n) Records relating to a public body's adjudication of employee grievances or disciplinary cases; however, this exemption shall not extend to the final outcome of cases in which discipline is imposed.

(o) Administrative or technical information associated with automated data processing operations, including, but not limited to, software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Section.

(p) Records relating to collective negotiating matters between public bodies and their employees or representatives, except that any final contract or agreement shall be subject to inspection and copying.

(q) Test questions, scoring keys, and other examination data used to determine the qualifications of an applicant for a license or employment.

(r) The records, documents, and information relating to real estate purchase negotiations until those negotiations have been completed or otherwise terminated. With regard to a parcel involved in a pending or actually and reasonably contemplated eminent domain proceeding under the Eminent Domain Act, records, documents, and information relating to that parcel shall be exempt except as may be allowed under discovery rules adopted by the Illinois Supreme Court. The records, documents, and information relating to a real estate sale shall be exempt until a sale is consummated.

(s) Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self insurance (including any intergovernmental risk management association or self insurance pool) claims, loss or risk management information, records, data, advice or communications.

(t) Information contained in or related to

examination, operating, or condition reports prepared by, on behalf of, or for the use of a public body responsible for the regulation or supervision of financial institutions, insurance companies, or pharmacy benefit managers, unless disclosure is otherwise required by State law.

(u) Information that would disclose or might lead to the disclosure of secret or confidential information, codes, algorithms, programs, or private keys intended to be used to create electronic signatures under the Uniform Electronic Transactions Act.

(v) Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. Information exempt under this item may include such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations.

(w) (Blank).

(x) Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

(y) Information contained in or related to proposals, bids, or negotiations related to electric power procurement under Section 1-75 of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act that is determined to be confidential and proprietary by the Illinois Power Agency or by the Illinois Commerce Commission.

(z) Information about students exempted from disclosure under Sections 10-20.38 or 34-18.29 of the School Code, and information about undergraduate students enrolled at an institution of higher education exempted from disclosure under Section 25 of the Illinois Credit Card Marketing Act of 2009.

(aa) Information the disclosure of which is exempted under the Viatical Settlements Act of 2009.

(bb) Records and information provided to a mortality review team and records maintained by a mortality review team appointed under the Department of Juvenile Justice Mortality Review Team Act.

(cc) Information regarding interments, entombments, or inurnments of human remains that are submitted to the Cemetery Oversight Database under the Cemetery Care Act or the Cemetery Oversight Act, whichever is applicable.

(dd) Correspondence and records (i) that may not be disclosed under Section 11-9 of the Illinois Public Aid Code or (ii) that pertain to appeals under Section 11-8 of the Illinois Public Aid Code.

(ee) The names, addresses, or other personal information of persons who are minors and are also participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations.

(ff) The names, addresses, or other personal

information of participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations where such programs are targeted primarily to minors.

(gg) Confidential information described in Section 1-100 of the Illinois Independent Tax Tribunal Act of 2012.

(hh) The report submitted to the State Board of Education by the School Security and Standards Task Force under item (8) of subsection (d) of Section 2-3.160 of the School Code and any information contained in that report.

(ii) Records requested by persons committed to or detained by the Department of Human Services under the Sexually Violent Persons Commitment Act or committed to the Department of Corrections under the Sexually Dangerous Persons Act if those materials: (i) are available in the library of the facility where the individual is confined; (ii) include records from staff members' personnel files, staff rosters, or other staffing assignment information; or (iii) are available through an administrative request to the Department of Human Services or the Department of Corrections.

(jj) Confidential information described in Section 5-535 of the Civil Administrative Code of Illinois.

(kk) The public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information, the disclosure of which could result in identity theft or impression or defrauding of a governmental entity or a person.

(ll) Records concerning the work of the threat assessment team of a school district.

(1.5) Any information exempt from disclosure under the Judicial Privacy Act shall be redacted from public records prior to disclosure under this Act.

(2) A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under this Act, shall be considered a public record of the public body, for purposes of this Act.

(3) This Section does not authorize withholding of information or limit the availability of records to the public, except as stated in this Section or otherwise provided in this Act.

(Source: P.A. 101-434, eff. 1-1-20; 101-452, eff. 1-1-20; 101-455, eff. 8-23-19; 101-652, eff. 1-1-22; 102-38, eff. 6-25-21; 102-558, eff. 8-20-21; 102-982, eff. 7-1-23.)

(Text of Section from P.A. 102-1055)

Sec. 7. Exemptions.

(1) When a request is made to inspect or copy a public record that contains information that is exempt from disclosure under this Section, but also contains information that is not exempt from disclosure, the public body may elect to redact the information that is exempt. The public body shall make the remaining information available for inspection and copying. Subject to this requirement, the following shall be exempt from inspection and copying:

(a) Information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law.

(b) Private information, unless disclosure is

required by another provision of this Act, a State or federal law or a court order.

(b-5) Files, documents, and other data or databases maintained by one or more law enforcement agencies and specifically designed to provide information to one or more law enforcement agencies regarding the physical or mental status of one or more individual subjects.

(c) Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy.

(d) Records in the possession of any public body created in the course of administrative enforcement proceedings, and any law enforcement or correctional agency for law enforcement purposes, but only to the extent that disclosure would:

(i) interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement or correctional agency that is the recipient of the request;

(ii) interfere with active administrative enforcement proceedings conducted by the public body that is the recipient of the request;

(iii) create a substantial likelihood that a person will be deprived of a fair trial or an impartial hearing;

(iv) unavoidably disclose the identity of a confidential source, confidential information furnished only by the confidential source, or persons who file complaints with or provide information to administrative, investigative, law enforcement, or penal agencies; except that the identities of witnesses to traffic accidents, traffic accident reports, and rescue reports shall be provided by agencies of local government, except when disclosure would interfere with an active criminal investigation conducted by the agency that is the recipient of the request;

(v) disclose unique or specialized investigative techniques other than those generally used and known or disclose internal documents of correctional agencies related to detection, observation or investigation of incidents of crime or misconduct, and disclosure would result in demonstrable harm to the agency or public body that is the recipient of the request;

(vi) endanger the life or physical safety of law enforcement personnel or any other person; or

(vii) obstruct an ongoing criminal investigation by the agency that is the recipient of the request.

(d-5) A law enforcement record created for law enforcement purposes and contained in a shared electronic record management system if the law enforcement agency that is the recipient of the request did not create the record, did not participate in or have a role in any of the events which are the subject of the record, and only has access to the record through the shared electronic record management system.

(d-6) Records contained in the Officer Professional Conduct Database under Section 9.2 of the Illinois Police Training Act, except to the extent authorized under that Section. This includes the documents supplied to the Illinois Law Enforcement Training Standards Board from the Illinois State Police and Illinois State Police Merit Board.

(e) Records that relate to or affect the security of correctional institutions and detention facilities.

(e-5) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials are available in the library of the correctional institution or facility or jail where the inmate is confined.

(e-6) Records requested by persons committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail if those materials include records from staff members' personnel files, staff rosters, or other staffing assignment information.

(e-7) Records requested by persons committed to the Department of Corrections or Department of Human Services Division of Mental Health if those materials are available through an administrative request to the Department of Corrections or Department of Human Services Division of Mental Health.

(e-8) Records requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, the disclosure of which would result in the risk of harm to any person or the risk of an escape from a jail or correctional institution or facility.

(e-9) Records requested by a person in a county jail or committed to the Department of Corrections or Department of Human Services Division of Mental Health, containing personal information pertaining to the person's victim or the victim's family, including, but not limited to, a victim's home address, home telephone number, work or school address, work telephone number, social security number, or any other identifying information, except as may be relevant to a requester's current or potential case or claim.

(e-10) Law enforcement records of other persons requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, including, but not limited to, arrest and booking records, mug shots, and crime scene photographs, except as these records may be relevant to the requester's current or potential case or claim.

(f) Preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body. The exemption provided in this paragraph (f) extends to all those records of officers and agencies of the General Assembly that pertain to the preparation of legislative documents.

(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged, or confidential, and that disclosure of the trade secrets or commercial or financial information would

cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

The information included under this exemption includes all trade secrets and commercial or financial information obtained by a public body, including a public pension fund, from a private equity fund or a privately held company within the investment portfolio of a private equity fund as a result of either investing or evaluating a potential investment of public funds in a private equity fund. The exemption contained in this item does not apply to the aggregate financial performance information of a private equity fund, nor to the identity of the fund's managers or general partners. The exemption contained in this item does not apply to the identity of a privately held company within the investment portfolio of a private equity fund, unless the disclosure of the identity of a privately held company may cause competitive harm.

Nothing contained in this paragraph (g) shall be construed to prevent a person or business from consenting to disclosure.

(h) Proposals and bids for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the body, until an award or final selection is made. Information prepared by or for the body in preparation of a bid solicitation shall be exempt until an award or final selection is made.

(i) Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss. The exemption for "computer geographic systems" provided in this paragraph (i) does not extend to requests made by news media as defined in Section 2 of this Act when the requested information is not otherwise exempt and the only purpose of the request is to access and disseminate information regarding the health, safety, welfare, or legal rights of the general public.

(j) The following information pertaining to educational matters:

(i) test questions, scoring keys and other examination data used to administer an academic examination;

(ii) information received by a primary or secondary school, college, or university under its procedures for the evaluation of faculty members by their academic peers;

(iii) information concerning a school or university's adjudication of student disciplinary cases, but only to the extent that disclosure would unavoidably reveal the identity of the student; and

(iv) course materials or research materials used by faculty members.

(k) Architects' plans, engineers' technical submissions, and other construction related technical documents for projects not constructed or developed in whole or in part with public funds and the same for projects constructed or developed with public funds, including, but not limited to, power generating and distribution stations and other transmission and distribution facilities, water treatment facilities, airport facilities, sport stadiums, convention centers, and all government owned, operated, or

occupied buildings, but only to the extent that disclosure would compromise security.

(l) Minutes of meetings of public bodies closed to the public as provided in the Open Meetings Act until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act.

(m) Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil, or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.

(n) Records relating to a public body's adjudication of employee grievances or disciplinary cases; however, this exemption shall not extend to the final outcome of cases in which discipline is imposed.

(o) Administrative or technical information associated with automated data processing operations, including, but not limited to, software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Section.

(p) Records relating to collective negotiating matters between public bodies and their employees or representatives, except that any final contract or agreement shall be subject to inspection and copying.

(q) Test questions, scoring keys, and other examination data used to determine the qualifications of an applicant for a license or employment.

(r) The records, documents, and information relating to real estate purchase negotiations until those negotiations have been completed or otherwise terminated. With regard to a parcel involved in a pending or actually and reasonably contemplated eminent domain proceeding under the Eminent Domain Act, records, documents, and information relating to that parcel shall be exempt except as may be allowed under discovery rules adopted by the Illinois Supreme Court. The records, documents, and information relating to a real estate sale shall be exempt until a sale is consummated.

(s) Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self insurance (including any intergovernmental risk management association or self insurance pool) claims, loss or risk management information, records, data, advice or communications.

(t) Information contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of a public body responsible for the regulation or supervision of financial institutions, insurance companies, or pharmacy benefit managers, unless disclosure is otherwise required by State law.

(u) Information that would disclose or might lead to the disclosure of secret or confidential information, codes, algorithms, programs, or private keys intended to be used to

create electronic signatures under the Uniform Electronic Transactions Act.

(v) Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. Information exempt under this item may include such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations.

(w) (Blank).

(x) Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

(y) Information contained in or related to proposals, bids, or negotiations related to electric power procurement under Section 1-75 of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act that is determined to be confidential and proprietary by the Illinois Power Agency or by the Illinois Commerce Commission.

(z) Information about students exempted from disclosure under Sections 10-20.38 or 34-18.29 of the School Code, and information about undergraduate students enrolled at an institution of higher education exempted from disclosure under Section 25 of the Illinois Credit Card Marketing Act of 2009.

(aa) Information the disclosure of which is exempted under the Viatical Settlements Act of 2009.

(bb) Records and information provided to a mortality review team and records maintained by a mortality review team appointed under the Department of Juvenile Justice Mortality Review Team Act.

(cc) Information regarding interments, entombments, or inurnments of human remains that are submitted to the Cemetery Oversight Database under the Cemetery Care Act or the Cemetery Oversight Act, whichever is applicable.

(dd) Correspondence and records (i) that may not be disclosed under Section 11-9 of the Illinois Public Aid Code or (ii) that pertain to appeals under Section 11-8 of the Illinois Public Aid Code.

(ee) The names, addresses, or other personal information of persons who are minors and are also participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations.

(ff) The names, addresses, or other personal information of participants and registrants in programs of park districts, forest preserve districts, conservation districts, recreation agencies, and special recreation associations where such programs are targeted primarily to minors.

(gg) Confidential information described in Section 1-100 of the Illinois Independent Tax Tribunal Act of 2012.

(hh) The report submitted to the State Board of

Education by the School Security and Standards Task Force under item (8) of subsection (d) of Section 2-3.160 of the School Code and any information contained in that report.

(ii) Records requested by persons committed to or detained by the Department of Human Services under the Sexually Violent Persons Commitment Act or committed to the Department of Corrections under the Sexually Dangerous Persons Act if those materials: (i) are available in the library of the facility where the individual is confined; (ii) include records from staff members' personnel files, staff rosters, or other staffing assignment information; or (iii) are available through an administrative request to the Department of Human Services or the Department of Corrections.

(jj) Confidential information described in Section 5-535 of the Civil Administrative Code of Illinois.

(kk) The public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information, the disclosure of which could result in identity theft or impression or defrauding of a governmental entity or a person.

(ll) Records concerning the work of the threat assessment team of a school district.

(mm) Proprietary information submitted to the Environmental Protection Agency under the Drug Take-Back Act.

(1.5) Any information exempt from disclosure under the Judicial Privacy Act shall be redacted from public records prior to disclosure under this Act.

(2) A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under this Act, shall be considered a public record of the public body, for purposes of this Act.

(3) This Section does not authorize withholding of information or limit the availability of records to the public, except as stated in this Section or otherwise provided in this Act.

(Source: P.A. 101-434, eff. 1-1-20; 101-452, eff. 1-1-20; 101-455, eff. 8-23-19; 101-652, eff. 1-1-22; 102-38, eff. 6-25-21; 102-558, eff. 8-20-21; 102-1055, eff. 6-10-22.)

(5 ILCS 140/7.1)

Sec. 7.1. (Repealed).

(Source: P.A. 95-331, eff. 8-21-07. Repealed by P.A. 96-542, eff. 1-1-10 and by P.A. 101-652, eff. 1-1-22.)

(5 ILCS 140/7.5)

Sec. 7.5. Statutory exemptions. To the extent provided for by the statutes referenced below, the following shall be exempt from inspection and copying:

(a) All information determined to be confidential under Section 4002 of the Technology Advancement and Development Act.

(b) Library circulation and order records identifying library users with specific materials under the Library Records Confidentiality Act.

(c) Applications, related documents, and medical records received by the Experimental Organ Transplantation Procedures Board and any and all documents or other records prepared by the Experimental Organ Transplantation

Procedures Board or its staff relating to applications it has received.

(d) Information and records held by the Department of Public Health and its authorized representatives relating to known or suspected cases of sexually transmissible disease or any information the disclosure of which is restricted under the Illinois Sexually Transmissible Disease Control Act.

(e) Information the disclosure of which is exempted under Section 30 of the Radon Industry Licensing Act.

(f) Firm performance evaluations under Section 55 of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act.

(g) Information the disclosure of which is restricted and exempted under Section 50 of the Illinois Prepaid Tuition Act.

(h) Information the disclosure of which is exempted under the State Officials and Employees Ethics Act, and records of any lawfully created State or local inspector general's office that would be exempt if created or obtained by an Executive Inspector General's office under that Act.

(i) Information contained in a local emergency energy plan submitted to a municipality in accordance with a local emergency energy plan ordinance that is adopted under Section 11-21.5-5 of the Illinois Municipal Code.

(j) Information and data concerning the distribution of surcharge moneys collected and remitted by carriers under the Emergency Telephone System Act.

(k) Law enforcement officer identification information or driver identification information compiled by a law enforcement agency or the Department of Transportation under Section 11-212 of the Illinois Vehicle Code.

(l) Records and information provided to a residential health care facility resident sexual assault and death review team or the Executive Council under the Abuse Prevention Review Team Act.

(m) Information provided to the predatory lending database created pursuant to Article 3 of the Residential Real Property Disclosure Act, except to the extent authorized under that Article.

(n) Defense budgets and petitions for certification of compensation and expenses for court appointed trial counsel as provided under Sections 10 and 15 of the Capital Crimes Litigation Act. This subsection (n) shall apply until the conclusion of the trial of the case, even if the prosecution chooses not to pursue the death penalty prior to trial or sentencing.

(o) Information that is prohibited from being disclosed under Section 4 of the Illinois Health and Hazardous Substances Registry Act.

(p) Security portions of system safety program plans, investigation reports, surveys, schedules, lists, data, or information compiled, collected, or prepared by or for the Department of Transportation under Sections 2705-300 and 2705-616 of the Department of Transportation Law of the Civil Administrative Code of Illinois, the Regional Transportation Authority under Section 2.11 of the Regional Transportation Authority Act, or the St. Clair County Transit District under the Bi-State Transit Safety Act.

(q) Information prohibited from being disclosed by the Personnel Record Review Act.

(r) Information prohibited from being disclosed by the Illinois School Student Records Act.

(s) Information the disclosure of which is restricted

under Section 5-108 of the Public Utilities Act.

(t) All identified or deidentified health information in the form of health data or medical records contained in, stored in, submitted to, transferred by, or released from the Illinois Health Information Exchange, and identified or deidentified health information in the form of health data and medical records of the Illinois Health Information Exchange in the possession of the Illinois Health Information Exchange Office due to its administration of the Illinois Health Information Exchange. The terms "identified" and "deidentified" shall be given the same meaning as in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, or any subsequent amendments thereto, and any regulations promulgated thereunder.

(u) Records and information provided to an independent team of experts under the Developmental Disability and Mental Health Safety Act (also known as Brian's Law).

(v) Names and information of people who have applied for or received Firearm Owner's Identification Cards under the Firearm Owners Identification Card Act or applied for or received a concealed carry license under the Firearm Concealed Carry Act, unless otherwise authorized by the Firearm Concealed Carry Act; and databases under the Firearm Concealed Carry Act, records of the Concealed Carry Licensing Review Board under the Firearm Concealed Carry Act, and law enforcement agency objections under the Firearm Concealed Carry Act.

(v-5) Records of the Firearm Owner's Identification Card Review Board that are exempted from disclosure under Section 10 of the Firearm Owners Identification Card Act.

(w) Personally identifiable information which is exempted from disclosure under subsection (g) of Section 19.1 of the Toll Highway Act.

(x) Information which is exempted from disclosure under Section 5-1014.3 of the Counties Code or Section 8-11-21 of the Illinois Municipal Code.

(y) Confidential information under the Adult Protective Services Act and its predecessor enabling statute, the Elder Abuse and Neglect Act, including information about the identity and administrative finding against any caregiver of a verified and substantiated decision of abuse, neglect, or financial exploitation of an eligible adult maintained in the Registry established under Section 7.5 of the Adult Protective Services Act.

(z) Records and information provided to a fatality review team or the Illinois Fatality Review Team Advisory Council under Section 15 of the Adult Protective Services Act.

(aa) Information which is exempted from disclosure under Section 2.37 of the Wildlife Code.

(bb) Information which is or was prohibited from disclosure by the Juvenile Court Act of 1987.

(cc) Recordings made under the Law Enforcement Officer-Worn Body Camera Act, except to the extent authorized under that Act.

(dd) Information that is prohibited from being disclosed under Section 45 of the Condominium and Common Interest Community Ombudsperson Act.

(ee) Information that is exempted from disclosure under Section 30.1 of the Pharmacy Practice Act.

(ff) Information that is exempted from disclosure under the Revised Uniform Unclaimed Property Act.

(gg) Information that is prohibited from being

disclosed under Section 7-603.5 of the Illinois Vehicle Code.

(hh) Records that are exempt from disclosure under Section 1A-16.7 of the Election Code.

(ii) Information which is exempted from disclosure under Section 2505-800 of the Department of Revenue Law of the Civil Administrative Code of Illinois.

(jj) Information and reports that are required to be submitted to the Department of Labor by registering day and temporary labor service agencies but are exempt from disclosure under subsection (a-1) of Section 45 of the Day and Temporary Labor Services Act.

(kk) Information prohibited from disclosure under the Seizure and Forfeiture Reporting Act.

(ll) Information the disclosure of which is restricted and exempted under Section 5-30.8 of the Illinois Public Aid Code.

(mm) Records that are exempt from disclosure under Section 4.2 of the Crime Victims Compensation Act.

(nn) Information that is exempt from disclosure under Section 70 of the Higher Education Student Assistance Act.

(oo) Communications, notes, records, and reports arising out of a peer support counseling session prohibited from disclosure under the First Responders Suicide Prevention Act.

(pp) Names and all identifying information relating to an employee of an emergency services provider or law enforcement agency under the First Responders Suicide Prevention Act.

(qq) Information and records held by the Department of Public Health and its authorized representatives collected under the Reproductive Health Act.

(rr) Information that is exempt from disclosure under the Cannabis Regulation and Tax Act.

(ss) Data reported by an employer to the Department of Human Rights pursuant to Section 2-108 of the Illinois Human Rights Act.

(tt) Recordings made under the Children's Advocacy Center Act, except to the extent authorized under that Act.

(uu) Information that is exempt from disclosure under Section 50 of the Sexual Assault Evidence Submission Act.

(vv) Information that is exempt from disclosure under subsections (f) and (j) of Section 5-36 of the Illinois Public Aid Code.

(ww) Information that is exempt from disclosure under Section 16.8 of the State Treasurer Act.

(xx) Information that is exempt from disclosure or information that shall not be made public under the Illinois Insurance Code.

(yy) Information prohibited from being disclosed under the Illinois Educational Labor Relations Act.

(zz) Information prohibited from being disclosed under the Illinois Public Labor Relations Act.

(aaa) Information prohibited from being disclosed under Section 1-167 of the Illinois Pension Code.

(bbb) Information that is prohibited from disclosure by the Illinois Police Training Act and the Illinois State Police Act.

(ccc) Records exempt from disclosure under Section 2605-304 of the Illinois State Police Law of the Civil Administrative Code of Illinois.

(ddd) Information prohibited from being disclosed

under Section 35 of the Address Confidentiality for Victims of Domestic Violence, Sexual Assault, Human Trafficking, or Stalking Act.

(eee) Information prohibited from being disclosed under subsection (b) of Section 75 of the Domestic Violence Fatality Review Act.

(fff) Images from cameras under the Expressway Camera Act. This subsection (fff) is inoperative on and after July 1, 2023.

(ggg) Information prohibited from disclosure under paragraph (3) of subsection (a) of Section 14 of the Nurse Agency Licensing Act.

(hhh) Information submitted to the Department of State Police in an affidavit or application for an assault weapon endorsement, assault weapon attachment endorsement, .50 caliber rifle endorsement, or .50 caliber cartridge endorsement under the Firearm Owners Identification Card Act.

(Source: P.A. 101-13, eff. 6-12-19; 101-27, eff. 6-25-19; 101-81, eff. 7-12-19; 101-221, eff. 1-1-20; 101-236, eff. 1-1-20; 101-375, eff. 8-16-19; 101-377, eff. 8-16-19; 101-452, eff. 1-1-20; 101-466, eff. 1-1-20; 101-600, eff. 12-6-19; 101-620, eff. 12-20-19; 101-649, eff. 7-7-20; 101-652, eff. 1-1-22; 101-656, eff. 3-23-21; 102-36, eff. 6-25-21; 102-237, eff. 1-1-22; 102-292, eff. 1-1-22; 102-520, eff. 8-20-21; 102-559, eff. 8-20-21; 102-813, eff. 5-13-22; 102-946, eff. 7-1-22; 102-1042, eff. 6-3-22; 102-1116, eff. 1-10-23.)

(5 ILCS 140/7.6)

Sec. 7.6. (Repealed).

(Source: P.A. 100-555, eff. 11-16-17. Repealed by P.A. 100-731, eff. 1-1-19.)

(5 ILCS 140/8)

Sec. 8. (Repealed).

(Source: P.A. 85-1357. Repealed by P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/8.5)

Sec. 8.5. Records maintained online.

(a) Notwithstanding any provision of this Act to the contrary, a public body is not required to copy a public record that is published on the public body's website. The public body shall notify the requester that the public record is available online and direct the requester to the website where the record can be reasonably accessed.

(b) If the person requesting the public record is unable to reasonably access the record online after being directed to the website pursuant to subsection (a) of this Section, the requester may re-submit his or her request for the record stating his or her inability to reasonably access the record online, and the public body shall make the requested record available for inspection or copying as provided in Section 3 of this Act.

(Source: P.A. 98-1129, eff. 12-3-14.)

(5 ILCS 140/9) (from Ch. 116, par. 209)

Sec. 9. (a) Each public body denying a request for public records shall notify the requester in writing of the decision to deny the request, the reasons for the denial, including a detailed factual basis for the application of any exemption claimed, and the names and titles or positions of each person responsible for the denial. Each notice of denial by a public body shall also inform such person of the right to review by the Public Access Counselor and provide the address and phone number

for the Public Access Counselor. Each notice of denial shall inform such person of his right to judicial review under Section 11 of this Act.

(b) When a request for public records is denied on the grounds that the records are exempt under Section 7 of this Act, the notice of denial shall specify the exemption claimed to authorize the denial and the specific reasons for the denial, including a detailed factual basis and a citation to supporting legal authority. Copies of all notices of denial shall be retained by each public body in a single central office file that is open to the public and indexed according to the type of exemption asserted and, to the extent feasible, according to the types of records requested.

(c) Any person making a request for public records shall be deemed to have exhausted his or her administrative remedies with respect to that request if the public body fails to act within the time periods provided in Section 3 of this Act.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/9.5)

Sec. 9.5. Public Access Counselor; opinions.

(a) A person whose request to inspect or copy a public record is denied by a public body, except the General Assembly and committees, commissions, and agencies thereof, may file a request for review with the Public Access Counselor established in the Office of the Attorney General not later than 60 days after the date of the final denial. The request for review must be in writing, signed by the requester, and include (i) a copy of the request for access to records and (ii) any responses from the public body.

(b) A person whose request to inspect or copy a public record is made for a commercial purpose as defined in subsection (c-10) of Section 2 of this Act may not file a request for review with the Public Access Counselor. A person whose request to inspect or copy a public record was treated by the public body as a request for a commercial purpose under Section 3.1 of this Act may file a request for review with the Public Access Counselor for the limited purpose of reviewing whether the public body properly determined that the request was made for a commercial purpose.

(b-5) A person whose request to inspect or copy a public record was treated by a public body, except the General Assembly and committees, commissions, and agencies thereof, as a voluminous request under Section 3.6 of this Act may file a request for review with the Public Access Counselor for the purpose of reviewing whether the public body properly determined that the request was a voluminous request.

(c) Upon receipt of a request for review, the Public Access Counselor shall determine whether further action is warranted. If the Public Access Counselor determines that the alleged violation is unfounded, he or she shall so advise the requester and the public body and no further action shall be undertaken. In all other cases, the Public Access Counselor shall forward a copy of the request for review to the public body within 7 business days after receipt and shall specify the records or other documents that the public body shall furnish to facilitate the review. Within 7 business days after receipt of the request for review, the public body shall provide copies of records requested and shall otherwise fully cooperate with the Public Access Counselor. If a public body fails to furnish specified records pursuant to this Section, or if otherwise necessary, the Attorney General may issue a subpoena to any person or public body having knowledge of or records pertaining to a request for review of a denial of access to records under the Act. To the

extent that records or documents produced by a public body contain information that is claimed to be exempt from disclosure under Section 7 of this Act, the Public Access Counselor shall not further disclose that information.

(d) Within 7 business days after it receives a copy of a request for review and request for production of records from the Public Access Counselor, the public body may, but is not required to, answer the allegations of the request for review. The answer may take the form of a letter, brief, or memorandum. The Public Access Counselor shall forward a copy of the answer to the person submitting the request for review, with any alleged confidential information to which the request pertains redacted from the copy. The requester may, but is not required to, respond in writing to the answer within 7 business days and shall provide a copy of the response to the public body.

(e) In addition to the request for review, and the answer and the response thereto, if any, a requester or a public body may furnish affidavits or records concerning any matter germane to the review.

(f) Unless the Public Access Counselor extends the time by no more than 30 business days by sending written notice to the requester and the public body that includes a statement of the reasons for the extension in the notice, or decides to address the matter without the issuance of a binding opinion, the Attorney General shall examine the issues and the records, shall make findings of fact and conclusions of law, and shall issue to the requester and the public body an opinion in response to the request for review within 60 days after its receipt. The opinion shall be binding upon both the requester and the public body, subject to administrative review under Section 11.5.

In responding to any request under this Section 9.5, the Attorney General may exercise his or her discretion and choose to resolve a request for review by mediation or by a means other than the issuance of a binding opinion. The decision not to issue a binding opinion shall not be reviewable.

Upon receipt of a binding opinion concluding that a violation of this Act has occurred, the public body shall either take necessary action immediately to comply with the directive of the opinion or shall initiate administrative review under Section 11.5. If the opinion concludes that no violation of the Act has occurred, the requester may initiate administrative review under Section 11.5.

A public body that discloses records in accordance with an opinion of the Attorney General is immune from all liabilities by reason thereof and shall not be liable for penalties under this Act.

(g) If the requester files suit under Section 11 with respect to the same denial that is the subject of a pending request for review, the requester shall notify the Public Access Counselor, and the Public Access Counselor shall take no further action with respect to the request for review and shall so notify the public body.

(h) The Attorney General may also issue advisory opinions to public bodies regarding compliance with this Act. A review may be initiated upon receipt of a written request from the head of the public body or its attorney, which shall contain sufficient accurate facts from which a determination can be made. The Public Access Counselor may request additional information from the public body in order to assist in the review. A public body that relies in good faith on an advisory opinion of the Attorney General in responding to a request is not liable for penalties under this Act, so long as the facts upon which the opinion is based have been fully and fairly disclosed to the Public Access

Counselor.

(Source: P.A. 97-579, eff. 8-26-11; 98-1129, eff. 12-3-14.)

(5 ILCS 140/10)

Sec. 10. (Repealed).

(Source: P.A. 83-1013. Repealed by P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/11) (from Ch. 116, par. 211)

Sec. 11. (a) Any person denied access to inspect or copy any public record by a public body may file suit for injunctive or declaratory relief.

(a-5) In accordance with Section 11.6 of this Act, a requester may file an action to enforce a binding opinion issued under Section 9.5 of this Act.

(b) Where the denial is from a public body of the State, suit may be filed in the circuit court for the county where the public body has its principal office or where the person denied access resides.

(c) Where the denial is from a municipality or other public body, except as provided in subsection (b) of this Section, suit may be filed in the circuit court for the county where the public body is located.

(d) The circuit court shall have the jurisdiction to enjoin the public body from withholding public records and to order the production of any public records improperly withheld from the person seeking access. If the public body can show that exceptional circumstances exist, and that the body is exercising due diligence in responding to the request, the court may retain jurisdiction and allow the agency additional time to complete its review of the records.

(e) On motion of the plaintiff, prior to or after in camera inspection, the court shall order the public body to provide an index of the records to which access has been denied. The index shall include the following:

(i) A description of the nature or contents of each document withheld, or each deletion from a released document, provided, however, that the public body shall not be required to disclose the information which it asserts is exempt; and

(ii) A statement of the exemption or exemptions claimed for each such deletion or withheld document.

(f) In any action considered by the court, the court shall consider the matter de novo, and shall conduct such in camera examination of the requested records as it finds appropriate to determine if such records or any part thereof may be withheld under any provision of this Act. The burden shall be on the public body to establish that its refusal to permit public inspection or copying is in accordance with the provisions of this Act. Any public body that asserts that a record is exempt from disclosure has the burden of proving that it is exempt by clear and convincing evidence.

(g) In the event of noncompliance with an order of the court to disclose, the court may enforce its order against any public official or employee so ordered or primarily responsible for such noncompliance through the court's contempt powers.

(h) Except as to causes the court considers to be of greater importance, proceedings arising under this Section shall take precedence on the docket over all other causes and be assigned for hearing and trial at the earliest practicable date and expedited in every way.

(i) If a person seeking the right to inspect or receive a copy of a public record prevails in a proceeding under this Section, the court shall award such person reasonable attorney's fees and costs. In determining what amount of attorney's fees is

reasonable, the court shall consider the degree to which the relief obtained relates to the relief sought. The changes contained in this subsection apply to an action filed on or after January 1, 2010 (the effective date of Public Act 96-542).

(j) If the court determines that a public body willfully and intentionally failed to comply with this Act, or otherwise acted in bad faith, the court shall also impose upon the public body a civil penalty of not less than \$2,500 nor more than \$5,000 for each occurrence. In assessing the civil penalty, the court shall consider in aggravation or mitigation the budget of the public body and whether the public body has previously been assessed penalties for violations of this Act. The court may impose an additional penalty of up to \$1,000 for each day the violation continues if:

- (1) the public body fails to comply with the court's order after 30 days;
- (2) the court's order is not on appeal or stayed; and
- (3) the court does not grant the public body additional time to comply with the court's order to disclose public records.

The changes contained in this subsection made by Public Act 96-542 apply to an action filed on or after January 1, 2010 (the effective date of Public Act 96-542).

(k) The changes to this Section made by this amendatory Act of the 99th General Assembly apply to actions filed on or after the effective date of this amendatory Act of the 99th General Assembly.

(Source: P.A. 99-586, eff. 1-1-17; 99-642, eff. 7-28-16.)

(5 ILCS 140/11.5)

Sec. 11.5. Administrative review. A binding opinion issued by the Attorney General shall be considered a final decision of an administrative agency, for purposes of administrative review under the Administrative Review Law (735 ILCS 5/Art. III). An action for administrative review of a binding opinion of the Attorney General shall be commenced in Cook or Sangamon County. An advisory opinion issued to a public body shall not be considered a final decision of the Attorney General for purposes of this Section.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 140/11.6)

Sec. 11.6. Noncompliance with binding opinion.

(a) The requester may file an action under Section 11 and there shall be a rebuttable presumption that the public body willfully and intentionally failed to comply with this Act for purposes of subsection (j) of Section 11 if:

- (1) the Attorney General issues a binding opinion pursuant to Section 9.5;
- (2) the public body does not file for administrative review of the binding opinion within 35 days after the binding opinion is served on the public body; and
- (3) the public body does not comply with the binding opinion within 35 days after the binding opinion is served on the public body.

For purposes of this subsection (a), service of the binding opinion shall be by personal delivery or by depositing the opinion in the United States mail as provided in Section 3-103 of the Code of Civil Procedure.

(b) The presumption in subsection (a) may be rebutted by the public body showing that it is making a good faith effort to comply with the binding opinion, but compliance was not possible within the 35-day time frame.

(c) This Section applies to binding opinions of the Attorney

General requested or issued on or after the effective date of this amendatory Act of the 99th General Assembly.
(Source: P.A. 99-586, eff. 1-1-17.)



Resolution No. R-2023-20 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes

Recommendation of Action

Staff recommends approval.

SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: October 17, 2022; November 7, 2022; January 3, 2023; February 6, 2023; March 6, 2023; April 3, 2023.

ATTACHMENTS:

- RESOLUTION - 071723 (DOC)

Trustee Liaison
Ms. Sirabian

Staff Contact
Jessie Brown, Community Development

Monday, July 17, 2023

RESOLUTION No. 2023-**RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, pursuant to Section 2.06 of the Open Meetings Act:

SECTION ONE: On June 19, 2023, the Corporate Authorities of the Village voted to approve the following Closed Session minutes:

October 17, 2022	November 7, 2022	January 3, 2023
February 6, 2023	March 6, 2023	April 3, 2023

SECTION TWO: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the approved minutes listed in Section One.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED AND APPROVED this 17th day of July 2023

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: RESOLUTION - 071723 (R-2023-20 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes)



Ordinance No. O-2023-86 : Ordinance Authorizing Payment to Lake County for Connection Fees for the New Public Works Facility Located at 1650 Leider Lane, Buffalo Grove, IL.

Recommendation of Action

Staff recommends authorization.

SUMMARY: In accordance with Lake County's Sewer Service Agreement with the Village of Buffalo Grove, staff recommends the Village Board authorize payment to Lake County for Sanitary Sewer Connection Fees in an amount of \$56,525.00.

ATTACHMENTS:

- Lake County Connection Fees for New Public Works Facility Memo (DOCX)
- Lake County Connection Fees Ordinance For 1650 Leider Lane (DOCX)
- 2023.032 Buffalo Grove Public Works Building Connection Fee Calc 20230706 (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: July 13, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Village Engineer/Assistant Director of Public Works

SUBJECT: Lake County Connection Fee for New Public Works Facility

Recommendation

In accordance with Lake County's Sewer Service Agreement with the Village of Buffalo Grove, staff recommends the Village Board authorize payment to Lake County for Sanitary Sewer Connection Fees in an amount of \$56,525.00.

Background

As part of the site improvements to the new Public Works facility at 1650 Leider Ln, a sewer connection fee is required. This cost was expected and included in the overall facility costs initially estimated at \$50,000.00. In their first transmittal Lake County Public Works set the costs at \$72,709.00, however staff was able to work through interpretations of the plans with the County to arrive at the presented costs.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING PAYMENT TO LAKE COUNTY FOR CONNECTION FEES FOR THE NEW PUBLIC WORKS FACILITY LOCATED AT 1650 LEIDER LANE, BUFFALO GROVE, IL.

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

WHEREAS, the Village of Buffalo Grove is party to the Lake County Sewer Service Agreement and required to obtain a permit; and

WHEREAS, the Village of Buffalo Grove is responsible to pay Lake County Sanitary Sewer Connection Fees.

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 pay Lake County for Sanitary Sewer Connection Fees in an amount of \$56,525.00 for the new Public Works Facility located at 1650 Leider Lane, Buffalo Grove, IL.

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: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



Department of Public Works

Austin McFarlane
Interim Director650 W. Winchester Road
Libertyville, Illinois 60048
Phone 847-377-7500
PublicWorks@lakecountyil.gov

Connection Fee Calculation
 Village of Buffalo Grove New Public Works Facility
 PW#2023.032
 1650 Leider Ln, Buffalo Grove, IL 60089
 PIN 15-27-101-010

Prepared by: JK Date: 4/11/23
 Checked by: YM Date: 4/14/23
 Approved by: TM Date: 7/6/23 Revised

Type(s) of Use:	Office	0.10	GPD / SF
	Wash Bay	500	GPD / station
	Fleet Service Garage	0.10	GPD / SF
	Storage/Warehouse	0.025	GPD / SF

Usage Estimate	26,520	SF @	0.10	GPD / SF =	2,652.00	GPD
	2	stations @	500	GPD / station =	1,000.00	GPD
	14,780	SF @	0.10	GPD / SF =	1,478.00	GPD
	126,410	SF @	0.025	GPD / SF =	3,160.25	GPD
				Total Flow =	8,290.25	GPD

Population Equivalents 8,290.25 GPD / (100 GPD / PE) = 82.90 PE

Residential Equivalents 82.90 PE / (2.5 PE / RE) = 33.16 RE
 Previously permitted loading..... 23.66 RE¹
 Fees due for..... 9.50 RE

Applicable Fees:

Sanitary System Connection 9.50 RE X \$5,950.00 per RE = \$ 56,525.00

Construction Inspections Sanitary Improvements - \$ -

Total of fees due to LCPW for permit issuance..... \$ 56,525.00

Project Description: Change of use from Office and Warehouse to Buffalo Grove Public Works Building.

The above fee calculation expires after 30 days.

Please contact LCPW for a fee update upon permit application.

¹ Existing permit attached. 153,618 SF Warehouse and 20,763 SF Office in previous permit.

153,618 SF * 0.025 GPD/SF + 20,763 SF * 0.1 GPD/SF = 59.16 PE.

59.16 PE ÷ 2.5 = 23.66 RE

Revised 7/6/23 - Reduced office area and increase in storage/warehouse.



Ordinance No. O-2023-88 : Ordinance Authorizing a Prairie Grove Park 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 Prairie Grove Park located between Olive Hill Drive and Hoffmann Drive subject to the receipt of the letter of credit, required fees, and Village Attorney review.

ATTACHMENTS:

- Memo T Bragg_Prairie Grove Park DIA_7-7-2023 (DOCX)
- DIA_BGPD - Prairie Grove Park_6-28-2023 (DOCX)
- DIA Ordinance_Prairie Grove Park_7-7-2023 (DOCX)
- EOPC(PDF)
- 2023_07_05_1103 Prairie Grove_Permit 1 Revisions (PDF)
- Prairie Grove Park - Final Recorded Plat of Consolidation (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: July 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Village Engineer
SUBJECT: Prairie Grove Park Development Improvement Agreement

The Buffalo Grove Park District has received a grant to make significant improvements to Prairie Grove Park located between Olive Hill Drive and Hoffmann Drive adjacent to the Link Crossing development. Redevelopment of the park will include new asphalt trails, new bench areas, a pickle ball court, basketball court, reconfigured and improved playgrounds, and a new shelter area.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include the stormwater management, parking lots, 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.

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

Prairie Grove Park
Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 17th day of July, 2023 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 the Buffalo Grove Park District, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by uplandDesign Ltd, who are registered professional landscape architects (the "Site Plan"), which Plans were approved by the Village pursuant to Ordinance No. _____ and (ii) additional plans and specifications prepared by _____ dated _____ 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 insure 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 Two Hundred Eighty Seven Thousand Nine Hundred Thirty Four and 00/100 Dollars (\$287,934.00), 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 Five Thousand Dollars (\$5,000.00). 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 Five Thousand Dollars (\$5,000.00). 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:

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

By: _____
 Name: Mike Maloney
 Title: Parks Planner

Prairie Grove Park
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

1. OUTLOT C IN PRAIRIE GROVE SUBDIVISION, BEING A RESUBDIVISION OF MACKEY'S SUBDIVISION AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF OF SAID PRAIRIE GROVE RECORDED JANUARY 9, 1995, AS DOCUMENT NUMBER 3633248, IN THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY ILLINOIS.

COMMON ADDRESS: OUTLOT C – PRAIRIE GROVE SUBDIVISION, BUFFALO GROVE, ILLINOIS 60089
PIN: 15-21-304-001-0000

2. OUTLOT C IN EASTHAVEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 2014, AS DOCUMENT NUMBER 7102105, IN LAKE COUNTY ILLINOIS.

COMMON ADDRESS: OUTLOT C - EASTHAVEN SUBDIVISION, BUFFALO GROVE, ILLINOIS 60089
PIN: 15-21-304-003-0000

3. OUTLOT E IN THE FINAL PLAT OF SUBDIVISION LINK CROSSING, BEING A SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 2019 PER DOCUMENT NUMBER 7579220, IN THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY ILLINOIS.

COMMON ADDRESS: LINK CROSSING, OUTLOT E, BUFFALO GROVE, ILLINOIS 60089
PIN: 15-21-304-006-0000

4. OUTLOT B IN THE PRAIRIE GROVE SUBDIVISION, BEING A RESUBDIVISION OF MACKEY'S SUBDIVISION AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF OF SAID PRAIRIE GROVE RECORDED JANUARY 9, 1995, AS DOCUMENT NUMBER 3633248, IN THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY ILLINOIS.

COMMON ADDRESS: OUTLOT B – PRAIRIE GROVE SUBDIVISION, BUFFALO GROVE, ILLINOIS 60089
PIN: 15-21-304-002-0000

5. OUTLOT D IN THE EASTHAVEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 2014, AS DOCUMENT NUMBER 7102105, IN LAKE COUNTY ILLINOIS.

COMMON ADDRESS: OUTLOT D - EASTHAVEN SUBDIVISION, BUFFALO GROVE, ILLINOIS 60089
PIN: 15-21-304-004-0000

KNOWN AS: **2020 OLIVE HILL DRIVE, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-21-304-001, 15-21-304-002, 15-21-304-003,
15-21-304-004, 15-21-304-006

AREA = 204,382 SQ. FT. OR 4.693 ACRES

Prairie Grove Park
(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.

Prairie Grove Park
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: uplandDesign ltd

Entitled: Prairie Grove Park OSLAD Development

Consisting of: 18 sheet(s), last revised July 5, 2023

(see following pages)

Attachment: DIA_BGPD - Prairie Grove Park_6-28-2023 (O-2023-88 : Prairie Grove Park Development Improvement Agreement)

Prairie Grove Park
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Attachment: DIA_BGPD - Prairie Grove Park_6-28-2023 (O-2023-88 : Prairie Grove Park Development Improvement Agreement)

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING A
DEVELOPMENT IMPROVEMENT AGREEMENT WITH THE BUFFALO GROVE PARK DISTRICT**

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

WHEREAS, the Village seeks to enter into a Development Improvement Agreement (DIA) with the Buffalo Grove Park District ("Developer") for site improvements associated with the Prairie Grove Park improvements/redevelopment,

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: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Project: Prairie Grove Park Improvements
 Project Location: Buffalo Grove, IL
 ERA Project #: W22301.00



Date: 6-29-2023
 Prepared By: ARK

CIA

ENGINEER'S OPINION OF PROBABLE COST

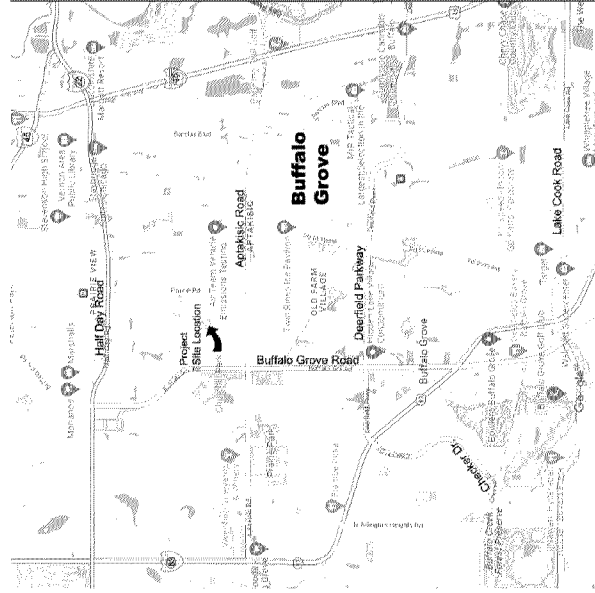
ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
Silt Fence	LF	1,790	\$4.00	\$7,160.00
Tree Protection Fence	LF	1,720	\$4.00	\$6,880.00
Temporary Concrete Washout	EACH	1	\$2,500.00	\$2,500.00
Stabilized Construction Entrance	EACH	1	\$2,500.00	\$2,500.00
Inlet Protection	EACH	7	\$300.00	\$2,100.00
Topsoil Stripping & Placement	SY	7,800	\$3.50	\$27,300.00
Earthwork	L SUM	1	\$25,000.00	\$25,000.00
Native Seed	ACRE	0.45	\$6,000.00	\$2,700.00
Turf Seed	ACRE	0.60	\$6,000.00	\$3,600.00
Erosion Control Blanket	SY	5,100	\$3.00	\$15,300.00
Shade Trees	EACH	27	\$500.00	\$13,500.00
4" PVC Underdrain w/ Geotextile	LF	378	\$35.00	\$13,230.00
4" PVC	LF	70	\$35.00	\$2,450.00
8" PVC	LF	69	\$65.00	\$4,485.00
12" PVC	LF	194	\$70.00	\$13,580.00
Catch Basin, 2' Dia.	EACH	4	\$2,500.00	\$10,000.00
Mitered Drain	EACH	2	\$600.00	\$1,200.00
Cleanout	EACH	1	\$500.00	\$500.00
Connect to Existing	EACH	4	\$300.00	\$1,200.00
Asphalt Walkways	SY	1,129	\$30.00	\$33,870.00
Concrete Walkways & Pavement	SF	3,602	\$12.00	\$43,224.00
Rain Garden Excavation	CY	230	\$35.00	\$8,050.00
Rain Garden Topsoil Respread	SY	690	\$4.00	\$2,760.00
FA-2 Sand	SY	690	\$6.00	\$4,140.00
CA-16	SY	60	\$6.00	\$360.00
Non-woven Filter Fabric	SY	110	\$6.00	\$660.00

10% Contingency: \$24,824.90

Subtotal: \$273,073.90

Total w/ 8% Increase for Letter of Credit: \$297,898.80

Attachment: EOPC (O-2023-88 : Prairie Grove Park Development Improvement Agreement)



LOCATION MAP

LANDSCAPE ARCHITECT:

uplandDesign ltd
Landscape Architecture & Park Planning
1229 N North Branch St, Ste 220A Chicago, Illinois 60608
24042 Lockport St, Plainfield, Illinois 60544
815-254-3091 www.uplandDesign.com
IL License 060-007797

SURVEYOR / CIVIL ENGINEERING:

Engineering Resource Associates
35701 West Avenue, Suite 150
Warrenville, Illinois 60555
IL License 184-001186

Village of Buffalo Grove
Engineering Department
51 Raupp Boulevard
Buffalo Grove, IL 60089
Telephone: (847) 459-2532

Prairie Grove Park OSLAD Development

2020 Olive Hill Drive
Buffalo Grove, Illinois 60089



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

Partially Funded by Illinois Department of Natural Resources
OSLAD Grant No. OS 22-2166

SHEET INDEX

- 1.0 Title Sheet
- 1.1 General Notes
- 2.0 Existing Conditions & Removals Plan
- 2.1 Stormwater Pollution Prevention Plan
- 2.2 Stormwater Pollution Prevention Notes
- 3.0 Layout Plan
- 4.0 Dimension Plan - Site
- 4.1 Dimension Plan - Equipment
- 5.0 Grading Plan
- 5.1 Grading Plan Enlargement
- 6.0 Landscape Plan
- 7.0 Construction Details
- 7.1 Construction Details
- 7.2 Construction Details
- 7.3 Construction Details
- 7.4 Construction Details
- 7.5 Construction Details
- 7.6 Construction Details
- 7.7 Construction Details



This project has been prepared by and for the use of the client. It is not to be used for any other purpose without the written consent of the architect.

REVISIONS

DATE REVISION BY

11/11/2023

ORIGINAL ISSUE DATE

Issue For Permit 07 APRIL 2023

PROJECT NUMBER

1103

PROJECT NAME

**Prairie Grove
Park OSLAD
Development**

SHEET TITLE

Title Sheet

SHEET NUMBER

1.0



630 Bernard Drive
Buffalo Grove, Illinois 60089
Phone: 847-850-2100

**Prairie Grove
Park OSLAD
Development**

2020 Olive Hill Drive
Buffalo Grove, Illinois 60089

PROJECT TEAM



UplandDesign Ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-350-4088
Plainfield, Illinois 815-254-0091
uplanddesign.com

SURVEYOR / CIVIL ENGINEER
Engineering Resource Associates
67571 West Avenue, Suite 150
Warrenville, Illinois 60555
License 184-001186

REVISIONS

RECEIVED
JUL 14 1965
REVISED
AUG 15 1965

ORIGINAL ISSUE DATE

Issue For Permit
MAY 2023

PROJECT NUMBER

103

SHEET TITLE

General Notes

SHEET NUMBER

11

SITE AMENITIES SCHEDULE

[illegible]

GENERAL NOTES: LANDSCAPE

- [illegible]

GENERAL NOTES: LAYOUT

- [illegible]

GENERAL NOTES: DIMENSION

1. Layout of assignment is in order of ease.
2. Lowest level component must always be asked by the Controller for review by Owner's Representative prior to any component installation.
3. Parent task will be limited consistently and that anomaly resolution into separate and specified lines. Dimensions are to be of curb and edge of pavements unless otherwise specified.
4. Dimensions are in feet or degrees. Dimensions are perpendicular, parallel unless otherwise noted.
5. Owner's Representative shall act as construction layout for the project. Contractors will be provided with an electronic file in AutoCAD format to assist with layout. Further, the Owner nor their representatives will be responsible for making additional layout points.

GENERAL NOTES: EXISTING CONDITIONS & REMOVALS

- [illegible]

Hoffman Drive



530 Bernard Drive
Buffalo Grove, Illinois 60089
Phone: 847-850-2100

PROJECT

Prairie Grove Park OSLAD Development

2020 Olive Hill Drive
Buffalo Grove, Illinois 60089

PROJECT TEAM



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REVISIONS

ADD PART REVISED 15 JUL 2021

ORIGINAL ISSUE DATE

Issue For Permit

1103

SHEET TITLE

Stormwater Pollution Prevention Notes

SHEET NUMBER

2.2

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STORMWATER POLLUTION PREVENTION PLAN

GENERAL NOTES

- [illegible]

STUDYING

- [illegible]

PLANT OF THE DAY

1. INSTALL EMISSION CONTROL ITEMS.
2. PREPARE SOOT GRASSING.
3. INSTALL UNDERGROUND PAVEMENT.
4. INSTALL GRAVEL PAVEMENT TO EMBANKMENT AND TO ROADWAY.
5. CONSTRUCT PAVEMENT SURFACING.
6. RECOVER TEMPORARY EMISSION CONTROL MEASURES.

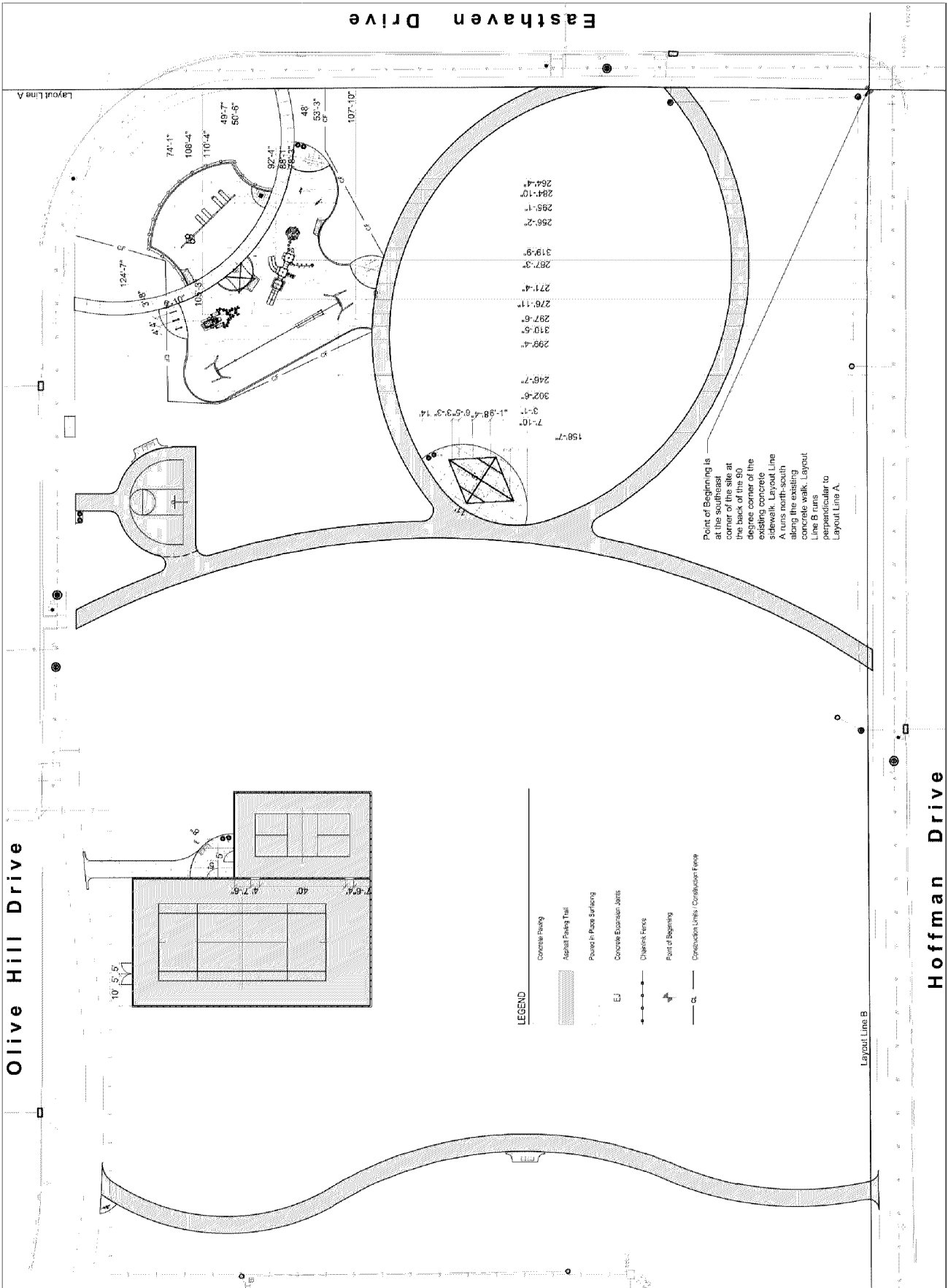
24:40657. GILBERT, R. AND GILBERT, R. 1977.9

- [illegible]

- [illegible]

Olive Hill Drive

Hoffman Drive



SCALE: 1" = 20'-0"

0 10' 20' 40' 60'

North



530 Bernard Drive
Buffalo Grove, Illinois 60089
Phone: 847-890-2100

PROJECT
**Prairie Grove
Park OSLAD
Development**
2020 Olive Hill Drive
Buffalo Grove, Illinois 60089



PROJECT TEAM
uplandDesign ltd
Landscape Architecture & Site Planning
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uplanddesign.com

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33701 West Avenue, Suite 150
Warrenville, Illinois 60555
IL License 184-001186

REVISIONS

DATE REVISION BY
05/11/2020

ORIGINAL ISSUE DATE

Issue For Permit 04/APRIL/2023

PROJECT NUMBER

1103

SHEET TITLE

**Dimension
Plan -
Equipment**

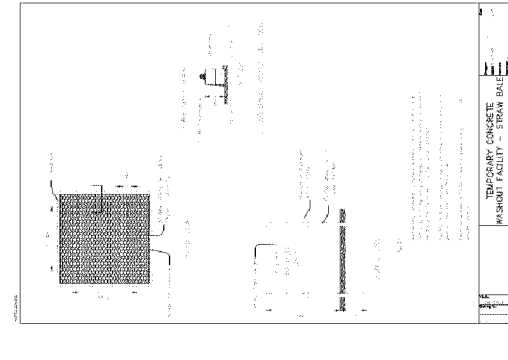
SHEET NUMBER

4.1

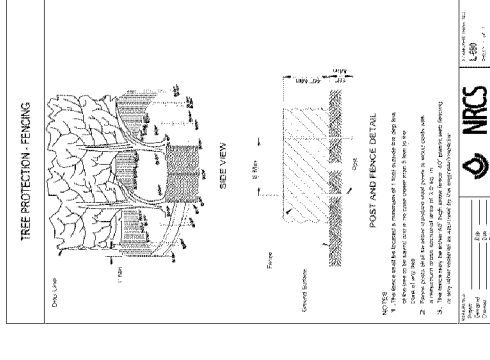
© Copyright 2023 Upland Design, LLC
Project No. 1103

SCALE: 1" = 20'-0"

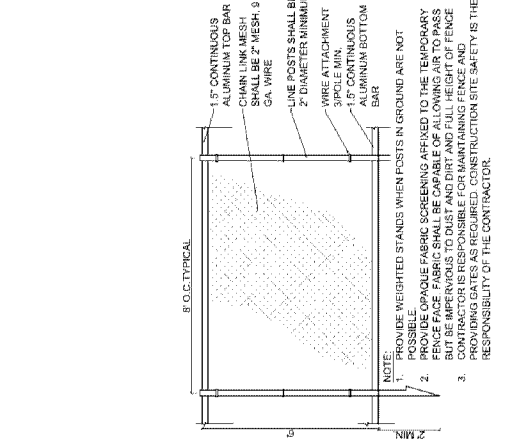
Construction Limits: Construction Fence
Note: See Sheet 7.6 for Landscape Details
and more information.



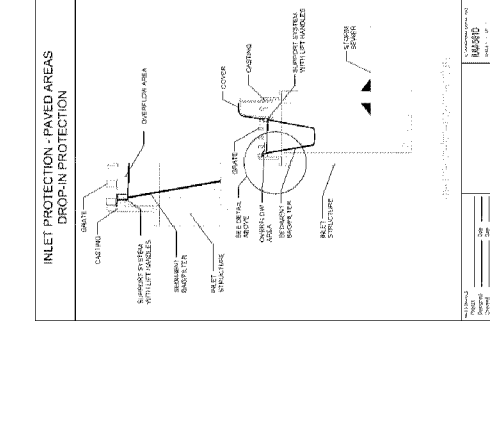
1 Temporary Concrete Washout
Scale: 1/2" = 1'-0"



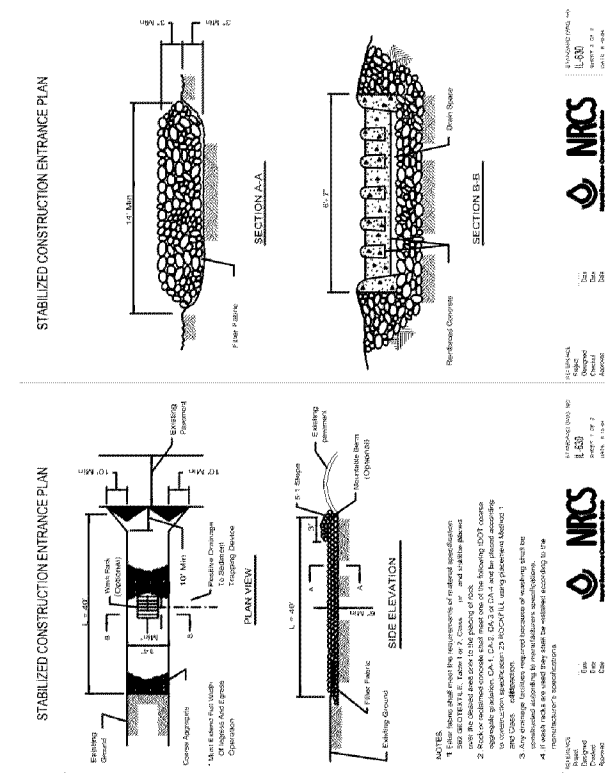
2 Tree Protection Fence
Scale: 1/2" = 1'-0"



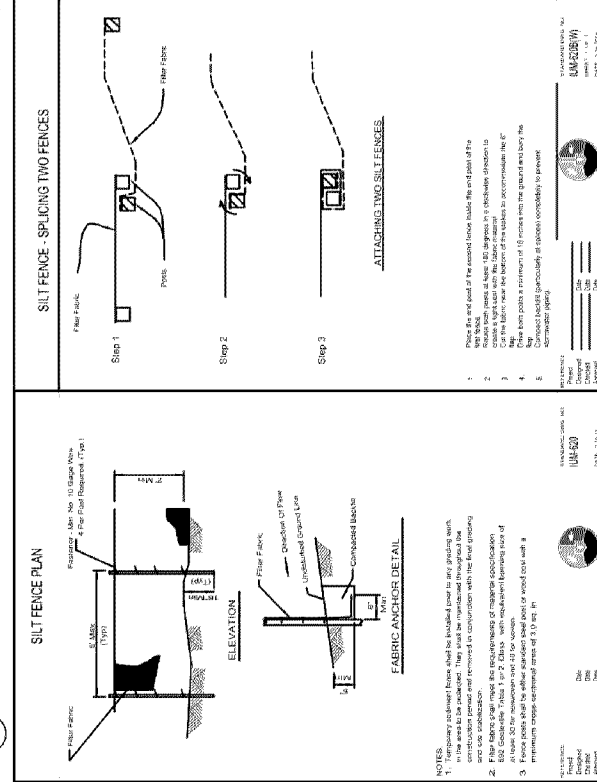
3 6' High Construction Fence
Scale: 1/2" = 1'-0"



4 Inlet Protection
Scale: 1/2" = 1'-0"



5 Stabilized Construction Entrance
Scale: 1/2" = 1'-0"



6 Silt Fence
Scale: 1/2" = 1'-0"

Buffalo Grove Park District

530 Bernard Drive
Buffalo Grove, Illinois 60089
Phone: 847-890-2100

PROJECT

Prairie Grove Park OSLAD Development

2020 Olive Hill Drive
Buffalo Grove, Illinois 60089

PROJECT TEAM

uplandDesign Ltd

Landscape Architecture & Planning
11111 North Lincoln Avenue
Chicago, Illinois 60648
Phone: 773-254-0001
uplanddesign.com

SURVEYOR/CIVIL ENGINEER

Engineering Resource Associates
35701 West Avenue, Suite 150
Warrenville, Illinois 60055
IL License 184-001186

REVISIONS

DATE: 04/24/2023
BY: REW/REVISION BY: 04/24/2023

ORIGINAL ISSUE DATE

Issue For Permit: 04/24/2023

PROJECT NUMBER

1103

SHEET TITLE

Construction Details

SHEET NUMBER

7.0

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Project No. 1103



130 Bernard Drive
Buffalo Grove, Illinois 60089
Phone: 847-850-2100

PROJECT
Prairie Grove
Park OSLAD
Development

2020 Olive Hill Drive
Buffalo Grove, Illinois 60089

PROJECT TEAM



uplandDesign Ltd

Landscape Architecture & Park Planning
Chicago, Illinois 312-350-4088
Pekinfield, Illinois 815-254-0091
upland@design.com

SURVEYOR / CIVIL ENGINEER
Engineering Resource Associates
15701 West Avenue, Suite 150
Warrenville, Illinois 60555
Tel: 630.384.0018

5190157/1362

Abstract

ORIGINAL ISSUE DATE

Issue For Permit

PROJECT NUMBER

240

2

SHEET TITLE E

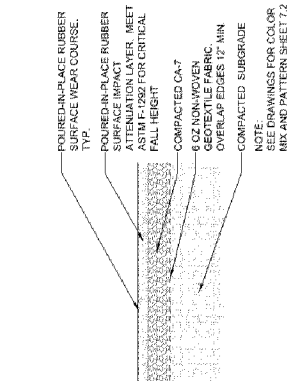
Construction Details

SHEET NUMBER

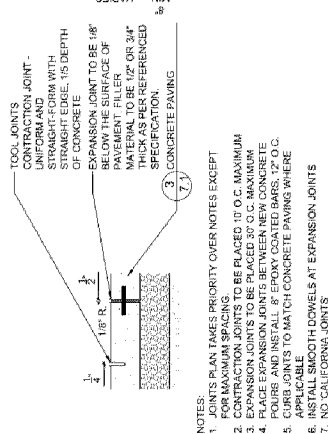
2

© Copyright 2023 Universal Design Ltd

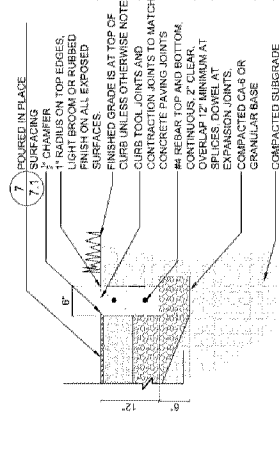
Packet Py. 197



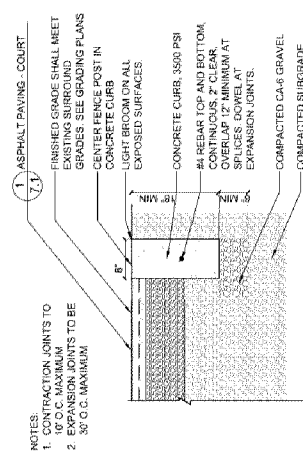
Poured-in-Place Surfacing



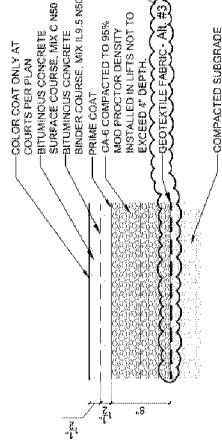
Concrete Joints



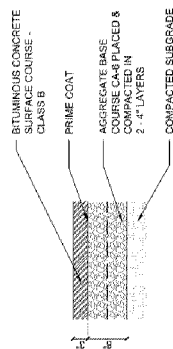
Ⓕ Curb at Playground



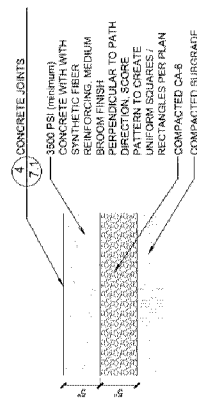
Curb at Courts



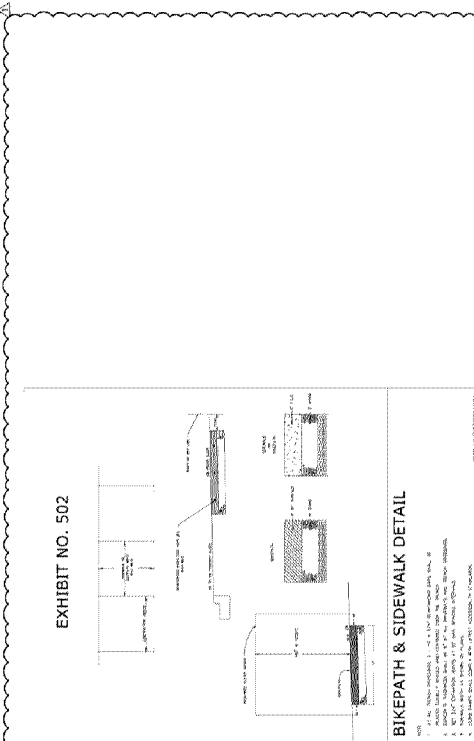
Asphalt Paving - Court



Asphalt Paving - Trail



Concrete Paving



BIKEPATH & SIDEWALK DETAIL-VILLAGE OF BUFFALO GROVE



530 Bernard Drive
Buffalo Grove, Illinois 60089
Phone: 847-460-2100

PROJECT
**Prairie Grove
Park OSLAD
Development**
2030 Olive Hill Drive
Buffalo Grove, Illinois 60089

PROJECT TEAM

uplandDesign Ltd
Landscape Architecture & Civil Engineering
11111 North Lincoln Avenue
Rosemont, Illinois 60018-4002
uplanddesign.com

SURVEYOR / CIVIL ENGINEER
Engineering Resource Associates
35701 West Avenue, Suite 150
Warrenville, Illinois 60555
IL License 184-001186

REVISIONS

3/16/2023 REVISION 41 3/16/2023

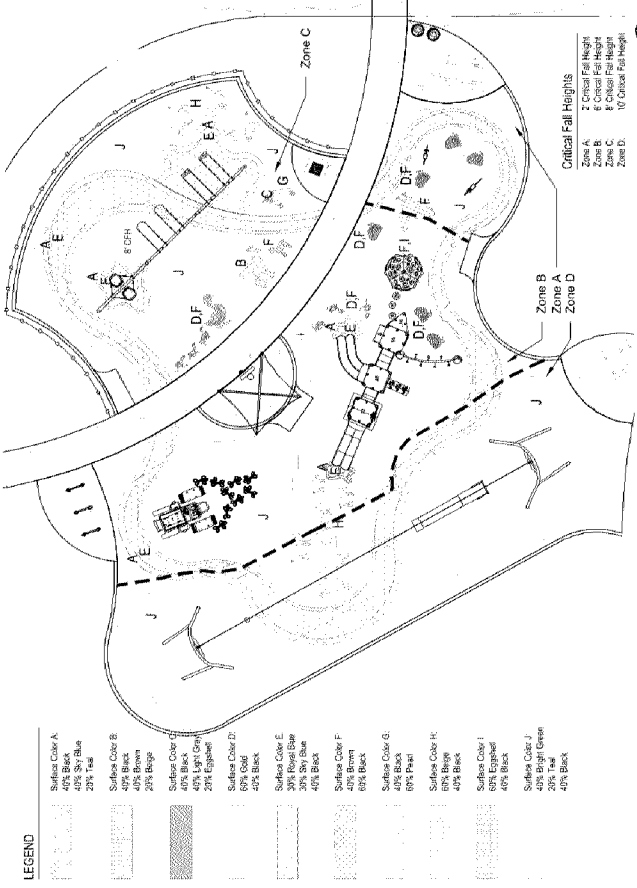
ORIGINAL ISSUE DATE
04/APRIL/2023

Issue For Permit

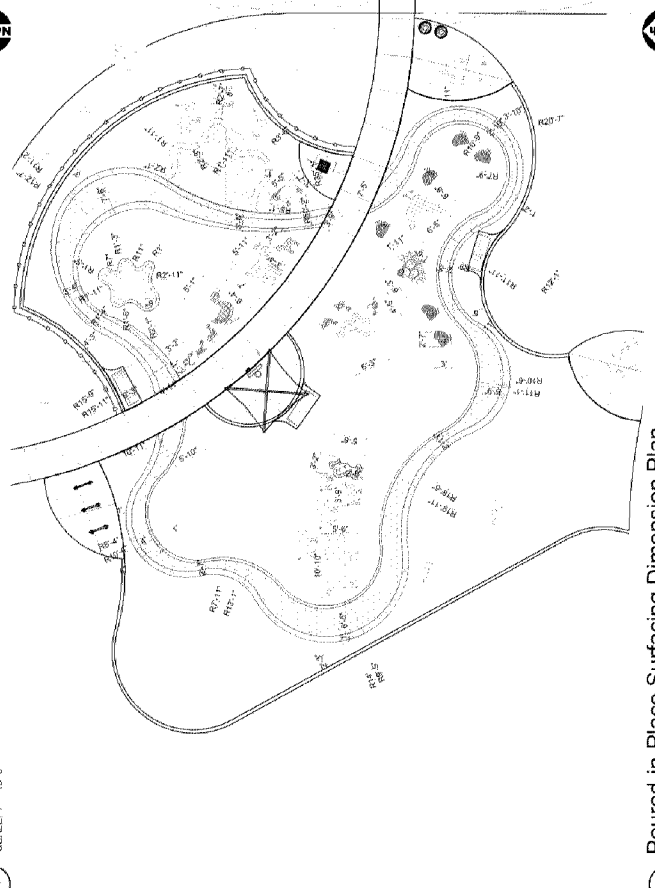
PROJECT NUMBER
1103

SHEET TITLE
**Construction
Details**

SHEET NUMBER
7.2



1 Poured in Place Color Surfacing Layout Enlargement
SCALE: 1" = 10'-0"

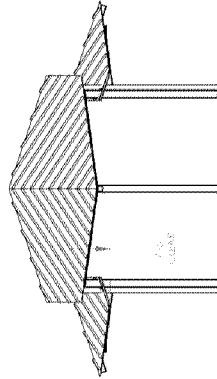
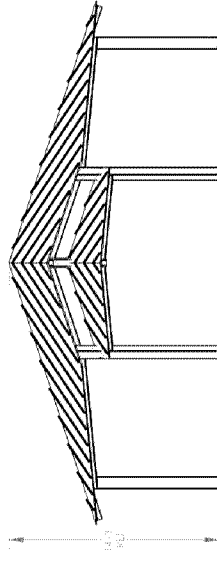
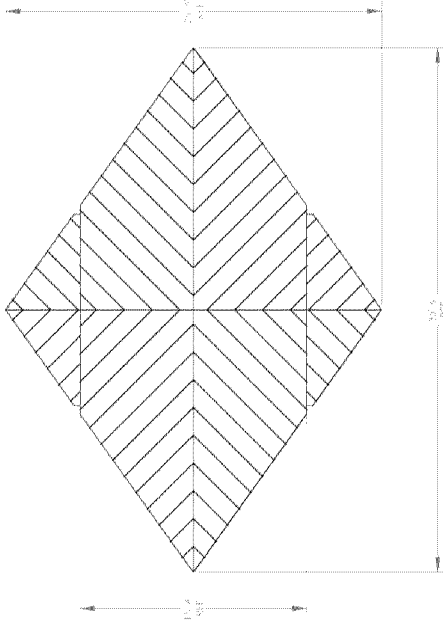


2 Poured-in-Place Surfacing Dimension Plan
SCALE: 1" = 10'-0"

THIS IS A CONCEPT DRAWING. DIMENSIONS SHOWN ARE REPRESENTATIVE. TO ADAPT THIS CONCEPT TO MEET PROJECT SPECIFIC DESIGN REQUIREMENTS, FORWARD YOUR REQUEST TO POLYGON CUSTOMER SERVICE.



PORTERCORP HAS EARNED A **PCI-4000 CERTIFICATION** FROM THE GLOBALLY RECOGNIZED POWDER COATING INSTITUTE (PCI). QUALITY FINISHING IS CRUCIAL TO THE LONG TERM PERFORMANCE OF SHELTER PRODUCTS. PORTERCORP HAS MADE TO MANUFACTURING QUALITY PRODUCTS.



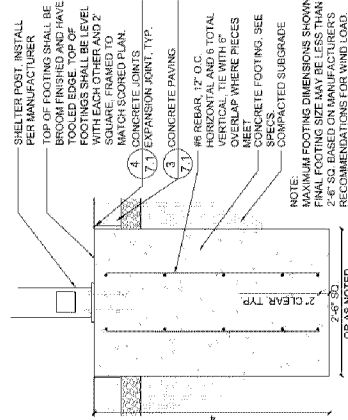
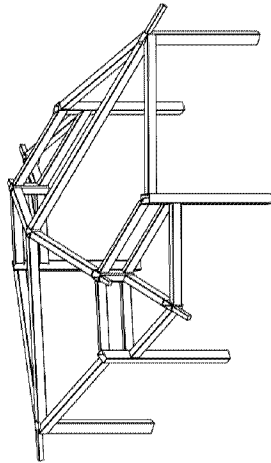
SHELTER MODEL:
DB178: 25X35 EASTERN SKYLINE - TCSS

poligon

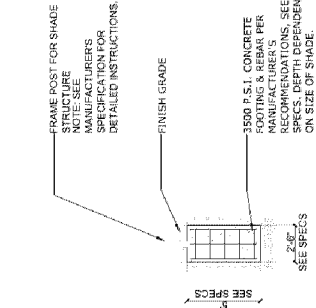
1 Shelter
SCALE: 1/4" = 1'-0"

- GENERAL FRAME NOTES:
- ALL STEEL COMPONENTS (STRUCTURAL MEMBERS, ORNAMENTATION, RAILING, ETC.) ARE POWDER COATED IN THE FOLLOWING MANNER (UNLESS OTHERWISE SPECIFIED):
 - SHOT-BLASTED TO NEAR WHITE CONDITION (SSPC SP 10)
 - SPRAY COATED WITH POLY-ESTER HIGH PERFORMANCE POWDER APPLIED EPOXY
 - TOP-COATED WITH SUPER-DURABLE TGIC POLYESTER POWDER AND OVEN-CURED
 - SEE POLYGON.COM FOR COLOR OPTIONS

- SHELTER NOTES:
- MANUFACTURER: POLYGON, A PRODUCT OF PORTERCORP, AS BASIS OF DESIGN. CONTRACTOR TO PROVIDE ALL NECESSARY MATERIALS AND EQUIPMENT FOR A COMPLETE INSTALLATION.
- CONTRACTOR TO TAKE DELIVERY OF SHELTER KIT AND UNLOAD, UNCRATE, CHECK, DELIVER TO SITE AND FULLY ASSEMBLE AND INSTALL.
 - ALL METAL COMPONENTS TO BE GALVANNEAL.
 - SEE SPECIFICATION FOR DETAILED SHELTER ROOF NOTES. SUBMIT SAMPLES TO OWNERS.
 - SELECTIONS FOR APPROVAL. SHELTER FASTENERS TO BE ANCHOR BOLTS AND ATTACHED TO SHELTER.
 - SHELTER BID ITEMS TO INCLUDE: CONCRETE FOOTING, ANCHOR BOLTS, FOOTINGS, RIL-A, COMPACTION UNDER SHELTER.
 - FOLLOW MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION. INSTRUCTIONS FOR COLOR: ROMAN BLUE, POST COLOR: SURREY BEIGE, TONGUE AND GROVE COLOR: CALVARY.
 - ALL SHELTER PARTS SHALL BE TAKEN TO PREVENT SCRAPING AND MARKING OF PAINT ON STEEL CONNECTORS. ANY BLEMISHES SHALL BE TOUCHED UP WITH AN INK MARKER PRIOR TO FINAL ACCEPTANCE.



2 Shelter Footing At Grade
SCALE: 1/4" = 1'-0"



3 Shade Structure Footing-Single - Alt. #1
SCALE: 1/4" = 1'-0"



530 Bernard Drive
Buffalo Grove, Illinois 60089
Phone: 847-890-2100

Prairie Grove Park OSLAD Development

2020 Olive Hill Drive
Buffalo Grove, Illinois 60089

PROJECT TEAM



uplandDesign Ltd
Landscape Architecture & New Planning
1000 West Lake Street, Suite 100
Hoffman Estates, Illinois 60131-2002
uplanddesign.com

SURVEYOR / CIVIL ENGINEER
Engineering Resource Associates
35701 West Avenue, Suite 150
Warrenville, Illinois 60555
IL License 184-001186

REVISIONS

DATE REVISION BY

ORIGINAL ISSUE DATE

Issue For Permit 04/APRIL/2023

PROJECT NUMBER

1103

SHEET TITLE

Construction Details

SHEET NUMBER

7.4

Project File: 1103

SCALE: NTS

Copper to Copper Fittings	Another Company Model #1400. An all-flared coupling is required. No swag joint or compression allowed.
Pressure Connections	Ford F155 85°C tapping sleeve. American Flow Control Series 2600 Lapping valve. Four inch minimum. All standards 4001mm.

2-one; pay-N.T.S.



**Ordinance No. O-2023-89 : Ordinance Amending Chapter 5.20 -
Liquor Controls: Class B - Guzman Y Gomez Restaurants, LLC**

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class B liquor license is reserved for Guzman y Gomez Restaurants, LLC at 120 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before October 16, 2023.

ATTACHMENTS:

- Ordinance - Class B - reserve Guzman y Gomez (DOCX)

Trustee Liaison
Smith

Staff Contact
Jessie Brown, Community Development

Monday, July 17, 2023

Underlined = addition

~~Strikethroughs~~ = deletion

06/30/2023

ORDINANCE NO. 2023 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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. Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

5.20.72 Licenses authorized.

Subsection B. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection B. of Section 5.20.072 shall provide as follows.

	Licensee and d/b/a	Address
Class B.		
1.	Taste of Tokyo, Inc.	159 McHenry Road
2.	Nino's Pizzeria, Inc.	960 Buffalo Grove Road
3.	Continental Restaurant, Inc.	782 S. Buffalo Grove Road
4.	Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road
5.	Donato Restaurant Group, Inc. d/b/a Buffalo Restaurant	1180 Lake Cook Road
6.	Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
7.	Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
8.	Sky Fitness Café, Inc. d/b/a Sky Spa & Sauna	1501 Busch Parkway
9.	Eva's Mexican Restaurant, Inc.	205 Dundee Road
10.	Chanprung, LLC d/b/a Fuji Thai	1000 Weiland Road
<u>11.</u>	<u>Guzman Y Gomez Restaurants, LLC</u>	<u>120 McHenry Road</u>

Section 2.

- A. A Class B liquor license is reserved for Guzman y Gomez Restaurants, LLC at 120 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before October 16, 2023. The Village Manager shall have the authority to extend the October 16, 2023 date for good cause shown. If not so extended, this reservation shall cease.
- B. This Section 2 shall not be codified.

Section 3. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: _____

NAYS: _____
ABSENT: _____
PASSED: _____, 2023
APPROVED: _____, 2023

Eric N. Smith, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2023-90 : Ordinance Authorizing Execution of a Certificate of Initial Acceptance and Approval for Ricky Rockets Development Improvements

Recommendation of Action

Staff recommends approval.

SUMMARY: Attached is the Certificate of Initial Acceptance for the Ricky Rockets development improvements located at 700 E Lake Cook Rd. Staff recommends approval to begin the one year maintenance period on July 17, 2023 pending Village Attorney review.

ATTACHMENTS:

- CIA Memo_Ricky Rockets_6-30-2023 (DOCX)
- CIA_Ricky Rockets_6-30-2023(DOCX)
- Ordinance Ricky Rockets CIA (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, July 17, 2023

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: June 30, 2023
TO: Dane Bragg, Village Manager
FROM: Ted Sianis, Civil Engineer II
SUBJECT: Ricky Rockets Commercial Building Development - Certificate of Initial Acceptance

The Developer of the new Ricky Rockets gas station, commercial building, and carwash located at 700 E Lake Cook Road has completed the required public and private improvements for the development to be considered for Initial Acceptance by the Village Board. This development will be moved to the one-year maintenance period beginning July 17, 2023.

Staff recommends approval of the Certificate of Initial Acceptance for the Development.

VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR SET OF "AS-BUILT" PLANS. **ALL INFORMATION MUST BE TYPED.**

SUBDIVISION Bluestone Resubdivision DEVELOPER 700 Lake Cook LLC

UNIT NO. _____ LOCATION 700 E Lake Cook Rd, Buffalo Grove, IL 60089

Dedicated Public Right of Way (if any): _____

Description of Public Improvements: Sidewalk, sanitary sewer, watermain

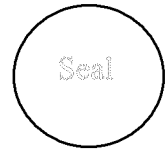
Description of Private Improvements: Buildings, parking lot & entrance improvements, private road, and stormwater management infrastructure.

One-Year Maintenance Guarantee: _____ Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

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

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

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

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

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

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

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

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

Village Engineer

Date

PUBLIC WORK'S CERTIFICATION

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

Director of Public Works

Date

VILLAGE MANAGER'S CERTIFICATION

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

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

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

Village Board of Trustees Action: _____

Date

Page No.

Village President

Date

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE
FOR THE RICKY ROCKETS COMMERCIAL DEVELOPMENT**

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

WHEREAS, the Village seeks to execute a Certificate of Initial Acceptance with the Developer for the completed gas station, commercial building, and car wash development located at 700 E Lake Cook Road in the Village of Buffalo Grove,

WHEREAS, upon execution of this ordinance, the Developer will enter the required one-year maintenance guarantee,

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

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

SECTION 2. The Village President is authorized to execute the Certificate of Initial Acceptance with the Developer for the gas station, commercial building, and car wash development located at 700 E Lake Cook Road in the Village of Buffalo Grove.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk



**Ordinance No. O-2023-91 : Ordinance Amending Chapter 10 of the
Village of Buffalo Grove Municipal Code**

Recommendation of Action

Staff recommends approval.

SUMMARY: An Ordinance proposing updated or new traffic ordinances due to the completion of the Rickey Rockets development project.

ATTACHMENTS:

- Rickey Rockets Traffic Update Memo (DOCX)
- Rickey Rockets Traffic Ordinance new (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 23, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director/Village Engineer
SUBJECT: Proposed Changes to the Traffic Ordinance

With the completion of the Rickey Rockets Development the Public Works Department reviewed changes to vehicle turning restrictions and traffic signs that needed to be codified. This project is closely situated to the intersection of Lake Cook Road and Lexington Drive, requiring the turning movements in and out of the facility to be specific. Cross traffic turning was restricted nearest the signalized intersection, as demonstrated by the updates to the Village Code recommend in the attached ordinance.

There are no new costs associated with these changes as they were included within the cost of the development project.

Staff recommends approving these Traffic Ordinance updates.

ORDINANCE 2023-_____

AN ORDINANCE AMENDING CHAPTER 10 OF THE VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, to provide safe and efficient traffic flow along Lexington Drive from the Rickey Rockets Development, the below road signs or turning restrictions have been installed, adjusted or removed due to recent construction; and,

WHEREAS, the recommendations of the Village Engineer have been presented to the Corporate Authorities.

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. Section 208 of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following portions as shown by the underlined and highlighted text and removing the following portions as shown by the ~~struck through~~ text below as follows:

BG-11-208(W) Turning restriction—Rickey Rockets Development and Lexington Drive.

No vehicle or combination of vehicles shall turn left from the southern driveway at the Rickey Rockets Development onto the southbound lane of Lexington Drive.

BG-11-208(X) Turning restriction—Rickey Rockets Development and Lake Cook Road.

No vehicle or combination of vehicles shall turn left from Lake Cook Road to the Rickey Rockets Development.

SECTION 3. Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

SECTION 4. 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 5. 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: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2023-92 : Ordinance Authorizing an Engineering Services Agreement with Chastain & Associates LLC

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Chastain & Associates LLC time & material contract for development review services for an initial limit not to exceed \$50,000.

ATTACHMENTS:

- Chastain Memo (DOCX)
- Chastain Ordinance (DOCX)
- VBG PSA for Development Review Services 20230705(PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: July 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director/Village Engineer
SUBJECT: Development Review Services

Staff Recommendation

Staff recommends approval of the time and material contract for Chastain & Associates LLC at an initial amount not to exceed \$50,000.00, subject to review and approval by Village Attorney.

Overview

Staff choose Chastain & Associates LLC for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of industry knowledge in this field. The lead engineer that will work with staff on the reviews is a former Public Works Director, Community Development Director and Village Administrator, which allows for a full understanding of development objectives. Christopher B. Burke Engineering LTD is also under contract for development engineering review services on a time and material basis, however only one firm will be utilized moving forward after the right fit for the Village has been determined.

Village staff has traditionally fulfilled these obligations as part of the core responsibilities of the Engineering Section within Public Works. However due to recent staff changes these efforts will need to be outsourced, allowing for the Village staff to cover other Village specific matters. Village staff will continue to serve as the forward-facing partner in working with developers while also reviewing the code interpretations provided by Chastain & Associates LLC.

An initial purchase order value will be established at not to exceed \$50,000.00 from 100.60.580.10 – Engineering All Other Expense Consultant Fees. These costs will initially be offset by the reduced salary level of the Engineering Section.

Due to the varying level of development review demand as well as a varying level of engineer detail within each development, this purchase order may need to be extended beyond \$50,000.00 to continue to help facilitate development control in a timely manner. Each development will have an initial fee estimate communicated by Chastain & Associates LLC to help control these costs and communicate with the Village Board about the potential need for additional funding.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH CHASTAIN & ASSOCIATES LLC

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

WHEREAS, the Village seeks to enter into an Engineering Services Agreement with Chastain & Associates LLC for development review services,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement with Chastain & Associates LLC for development review services at an initial price not to exceed \$50,000.00, subject to review by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Chastain Ordinance (O-2023-92 : Chastain Development Review Services)

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES

THIS AGREEMENT is dated as of the 15th day of May 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm ("**Firm**") identified in Subsection A below.

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

SECTION 1. FIRM.

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

Chastain and Associates, Inc.
 5 N Country Club Road
 Decatur, IL 62521

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

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

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.

B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.

D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.

B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. **Claim In Addition To Agreement Amount.** if the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of

patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. Escalation

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

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

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

SECTION 4. PERSONNEL SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.

B. Availability of Personnel. The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if

performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. WARRANTY AND INSURANCE

A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.

C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.

D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees to the extent arising in whole out of the negligent performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees,. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and the Village, its officials, agents and employees as herein provided.

E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.

B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.

C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-10S(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-10S(A)(4).

E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

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

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

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

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

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event

of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.

J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.

K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.

L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)

M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

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

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

deemed to be modified to provide the Village with those more favorable benefits and terms.

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

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e- mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt;(b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or(c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

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

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

Chastain and Associates, Inc
 120 Center Court
 Schaumburg, IL 60195
 Attn: Dave Lawry
 Phone: 773 714-0050
 Email: dlawry@chastainengineers.com
 cc: fmullard@chastainengineers.com

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.

F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. **Time.** Time is of the essence in the performance of this Agreement.

H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.

J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

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

P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm – Chastain and Associates, Inc.

By: _____
David Lawry, Director of Municipal Services

Date: _____

Exhibit A
"Services"



Chastain and Associates, Inc. is pleased to provide this proposal for professional engineering services relating to the review of proposed developments in the Village of Buffalo Grove.

SINGLE FAMILY HOMES

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

MULTI-FAMILY AND COMMERCIAL REVIEW

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

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

Exhibit B
Agreed Upon Pricing Structure



2023 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
Engineers	From	To
Project Principal	\$240.00 -	\$256.00
David Lawry, Director of Municipal Services	\$240.00	
Professional V	\$231.00 -	\$240.00
Professional IV	\$186.00 -	\$207.00
Scott Shirley, Municipal Services Manager	\$193.50	
Fred Mullard, Project Manager	\$172.50 -	
Professional III	\$153.00 -	\$177.00
Stephanie Brown, Project Manager/Urban Planner	\$138.00	
Professional II	\$123.00 -	\$142.50
Professional I	\$91.95 -	\$108.00
Surveyors		
Chief of Survey	\$171.00	
Surveyor II	\$120.00	
Surveyor I	\$91.50	
Technical		
Technician V	\$160.50	
Technician IV	\$136.50 -	\$138.00
Technician III	\$111.00 -	\$120.00
Technician II	\$63.00 -	\$105.75
Technician I	\$54.00	
Office Services and Records		
Administrative	\$60.75 -	\$129.00

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.

Exhibit C Insurance

1. Firm's Insurance

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

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

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

1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.

5) Builder Risk Property Coverage with Village as loss payee

6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

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

1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water

damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds

6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Workers' Compensation and Employees' Liability Coverage

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

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

J. Failure to Comply

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

K. Professional Liability

1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.

2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3) Provide a certified copy of actual policy for review.

4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2023

8.H.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614		1-800-527-9049	CONTACT NAME: Jake Winkler PHONE (A/C, No. Ext): 309-282-3913 E-MAIL ADDRESS: jwinkler@holmesmurphy.com	FAX (A/C, No):	
INSURED Chastain & Associates LLC 5 N. Country Club Rd. Decatur, IL 62521		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 37885

COVERAGES

CERTIFICATE NUMBER: 69050484

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability (Claims Made)			DPR5011219	04/13/23	04/13/24	Each claim Aggregate 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Buffalo Grove; Development Review

CERTIFICATE HOLDER

CANCELLATION

Village of Buffalo Grove Attn: Dane Bragg 50 Raupp Blvd Buffalo Grove, IL 60089 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dane Bragg</i>
---	--

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ACORD 25 (2016/03)

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JWinklerIL
69050484

Packet Pg. 239

Attachment: VBG PSA for Development Review Services 20230705 (O-2023-92 : Chastain Development Review Services)



CHAS&AS-01

8.H.c

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Holli Schorey PHONE (A/C, No, Ext): (217) 859-7047 FAX (A/C, No): (217) 877-0795 E-MAIL ADDRESS: hschorey@firstmid.com
	INSURER(S) AFFORDING COVERAGE INSURER A : The Cincinnati Insurance Company INSURER B : Accident Fund Insurance Co. INSURER C : CSU Producer Resources, Inc. INSURER D : INSURER E : INSURER F :
INSURED Chastain & Associates LLC 5 N Country Club Rd Decatur, IL 62521	NAIC # 10677 10166 13037

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			EPP/EBA0291693	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500, MED EXP (Any one person) \$ 10, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000, \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EPP/EBA0291693	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP/EBA0291693	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 3,000, AGGREGATE \$ 3,000, Auto+EL Umbr \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AFWCP100075515	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000, E.L. DISEASE - EA EMPLOYEE \$ 1,000, E.L. DISEASE - POLICY LIMIT \$ 1,000,
A	Rented Equipment			EPP/EBA0291693	1/1/2023	1/1/2024	Limit 25,
C	Gen Liab Excess			CSU0180997	1/1/2023	1/1/2024	Limit 3,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability: \$3,000,000 Limit written with Travelers Property & Casualty Company of America under policy #ZUP41N4653A22 for the period of 01/01/2023 to 01/01/2024.

RE: All Work

CERTIFICATE HOLDER

CANCELLATION

Village of Buffalo Grove
50 Raupp Blvd.
Attn: Dane Bragg
Buffalo Grove, IL 60089

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Ordinance No. O-2023-93 : Ordinance Authorizing an Intergovernmental Agreement with the Buffalo Grove Park District Relating to the Pedestrian Bridge Over Route 83 Painting Project

Recommendation of Action

Staff recommends approval subject to Village Attorney review and approval.

SUMMARY: The Buffalo Grove Park District and Village staff are proposing to enter into an Intergovernmental Agreement for the costs and responsibilities of the Pedestrian Bridge Over Route 83 Painting Project.

ATTACHMENTS:

- Park District Bridge Painting IGA Memo (DOCX)
- Park District Bridge Painting IGA Ord (DOCX)
- 2023-0615 Park District Bridge Painting IGA Full (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 22, 2023

TO: Dane Bragg, Village Manager

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

SUBJECT: Bridge Painting Intergovernmental Agreement (IGA) with the Buffalo Grove Park District

Recommendation

Staff recommends entering into an Intergovernmental Agreement with the Buffalo Grove Park District for the Pedestrian Bridge over Route 83 Painting Project.

Project Overview

The Pedestrian Bridge Painting Project will remove the old paint from the structure and replace it with modern materials. The work is needed, as the original coating is beyond its useful life. Continual delay in the replacement of the old paint could jeopardize the structure.

Staff met with Era Valdivia Contractors, Inc to negotiate bridge painting services after an unsuccessful attempt to bid the project publicly. Through value engineering and innovative solutions staff was able to negotiate a proposal that best aligned with the project requirements, budget, and quality expectations. To reduce cost some of the work was brought in house such as traffic control, removal/reinstallation of railing, and fencing removal/reinstallation. The specialized coating and warranty will still come from the qualified contractor.

After these contract modifications, Era Valdivia has agreed to complete the work for \$167,000. The Village Board approved the award of the contract with a 10% (\$16,700) construction contingency on June 19th, 2023. The Village has agreed to pay \$92,000 of the project cost and the Park District will pay the remaining \$75,000 per the attached IGA. This collaborative effort has resulted in optimized project costs that are within budget, without compromising the project's scope or quality.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE BUFFALO GROVE PARK DISTRICT RELATING TO THE PEDESTRIAN BRIDGE OVER ROUTE 83 PAINTING PROJECT.

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

WHEREAS, the Village of Buffalo Grove seeks to enter into an Intergovernmental Agreement with the Buffalo Grove Park District for the Pedestrian Bridge Over Route 83 Painting Project.; and

WHEREAS, the Village of Buffalo Grove will lead the procurement process and directly contract with Era Valdivia Contractos Inc. and invoice the Buffalo Grove Park District for their costs.

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

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

SECTION 2. The Village Manager is authorized to enter into an Intergovernmental Agreement with the Buffalo Grove Park District for the Pedestrian Bridge over Route 83 Painting Project, a copy of said agreement is attached hereto, 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: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Park District Bridge Painting IGA Ord (O-2023-93 : Park District Bridge Painting IGA)

INTERGOVERNMENTAL AGREEMENT FOR PAINTING AND MAINTENANCE OF THE ROUTE 83 OVERPASS WITH THE BUFFALO GROVE PARK DISTRICT

This Service Agreement (the "Agreement") is made and entered into by and between the Buffalo Grove Park District ("Park District"), a body politic and corporate of the State of Illinois, and the Village of Buffalo Grove ("Village"), a body politic and corporate of the State of Illinois. Park District and Buffalo Grove are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the Route 83 (McHenry Road) pedestrian overpass, traverses over Route 83 (McHenry Road) approximately 900 feet northwest of the intersection of Route 83 (McHenry Road) and Buffalo Grove Road; and

WHEREAS, the objective of this improvement will be to remove the protective painted coating over the steel bridge structure and replace it with modern materials which will provide corrosion and environmental protections to the structure; and

WHEREAS, the Parties, by this instrument, desire to memorialize their respective for the cost obligations and responsibilities of the project.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement shall not become effective unless authorized and executed by the Park District President and the Buffalo Grove Village President. This Agreement is a legal, valid and binding agreement, enforceable against the Parties. This Agreement shall continue until it is terminated by Agreement of the parties.

SECTION 3. RESPONSIBILITIES

- 3.1 Throughout the project the Buffalo Grove Park District and the Village of Buffalo Grove shall have the following obligations:
 - a. The Village of Buffalo Grove will lead the procurement process. A scope of services will be defined with associated costs being demonstrated through contract line items, serving as a basis for budget numbers for each Party. These documents are attached as Attachments A.
 - b. The Village of Buffalo Grove will award the Era Valdivia contract following a bid effort followed by successful negotiations to lower the overall costs.

- c. The Village of Buffalo Grove will pay Era Valdivia Contractors Inc. according to the terms and conditions of their contract. The Village of Buffalo Grove will then invoice the Buffalo Grove Park District for their share. The Park District will make payment to Buffalo Grove within ninety (90) days of receipt of the invoice.
- d. The final costs for the overall project will be determined by the billed and agreed to contract line-item quantities.
- e. The final split of the costs between the two parties will include the total payment of \$75,000.00 from the Park District and the remaining balance of the contract price to be paid by the Village of Buffalo Grove.
- f. The Village of Buffalo Grove will provide their agreed upon in house services to Era Valdivia for traffic control and fence removal. The Village's ability to perform these services were factored into the lowering of the Era Valdivia's cost for the services required. These services will not be included in item 3.1.d.

SECTION 5. GENERAL PROVISIONS

- 5.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 5.2 Default. A Party shall be in default hereunder in the event of a material breach by such Party (the "Defaulting Party") of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Defaulting Party has failed to cure such breach within thirty (30) days after written notice of breach is given by another Party (the "Non-Defaulting Party"), setting forth the nature of such breach. Failure of a Non-Defaulting Party to give written notice of breach to the Defaulting Party shall not be deemed to be a waiver of the right of such Non-Defaulting Party to assert such breach at a later time. Upon default the Non-Defaulting Party shall be entitled to exercise all available remedies at law and in equity. The Non-Defaulting Party shall be entitled to reasonable attorneys' fees and costs relating to litigation initiated by the Non-Defaulting Party. In the event of a default by either of the Parties, the County shall be notified in writing by the Non-Defaulting Party. If the County assumes the maintenance obligation of the Defaulting Party for any period of time and incurs expenses in so doing, the County may charge the Defaulting Party for any such reasonable expense.
- 5.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 5.4 Force Majeure. Neither the County, nor Buffalo Grove, nor Park District, shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.

- 5.5 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first-class mail.

TO PARK DISTRICT:
 Park District President
 Buffalo Grove Park District
 530 Bernard Drive
 Buffalo Grove, IL 60089

TO BUFFALO GROVE:
 Village Manager
 Village of Buffalo Grove
 50 Raupp Blvd.
 Buffalo Grove, IL 60089

- 5.6 Entire Agreement. This Agreement constitutes the entire agreement between the Village and Park District, and merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitment and writing with respect to such subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officials on the dates as shown.

BUFFALO GROVE PARK DISTRICT:

 Scott Jacobson
 Park District President
 Buffalo Grove Park District

This ____ day of _____ A.D. 2023.

ATTEST: _____
 Clerk

(SEAL)

VILLAGE OF BUFFALO GROVE:

 Eric N. Smith
 Village President

Village of Buffalo Grove

This ____ day of _____ A.D. 2023.

ATTEST: _____

Village Clerk

(SEAL)

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Attachment A
Era Valdivia Contract Documents

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)


COVER SHEET
Proposal Submitted By:

Contractor's Name

Era Valdivia Contractors Inc.

Contractor's Address

11909 South Avenue O

City

Chicago

State

IL

Zip Code

60617

STATE OF ILLINOIS

Local Public Agency

Village of Buffalo Grove

County

Lake

Section Number

23-00000-05-GM

Route(s) (Street/Road Name)

Pedestrian Bridge over IL-83

Type of Funds

Local

☒ Proposal Only
 ☐ Proposal and Plans
 ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Deputy Director of Public Works

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of www.vbg.org/bids

	Name of Office	until 10:00 AM	on 03/09/23
Address		Time	Date

Sealed proposals will be opened and read publicly at the office of **Microsoft Teams Meeting: <https://bit.ly/3k4rCXN>**

	Name of Office	at 10:00 AM	on 03/09/23
Address		Time	Date

DESCRIPTION OF WORK

Location	Project Length
Pedestrian Bridge over IL-83, 915 feet west of Buffalo Grove Road	N/A

Proposed Improvement

This project includes, but is not limited to, cleaning and painting the structural steel beams, or portions thereof, of the bridge carrying the pedestrian path over IL Route 83 and any other work necessary to complete the project as described. All work shall be performed in accordance with the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, edition in effect at the time of the bid.

1. Plans and proposal forms will be available in the office of

www.vbg.org/bids

Office of the Purchasing Manager - (847) 459-2500

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83

PROPOSAL

1. Proposal of _____ Contractor's Name _____

Contractor's Address _____

2. The plans for the proposed work are those prepared by Village of Buffalo Grove and approved by the Department of Transportation on N/A
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/17/23 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of Buffalo Grove.
- The amount of the check is Bid Bond (5% of Total Bid) (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert Names of Officers

President

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Secretary

Treasurer

Attest:

Secretary

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



11909 South Avenue O
Chicago, IL 60617

TEL: (773) 721-9350
FAX: (773) 721-8027

PROPOSAL

April 21, 2023

Proposal No.: **230421-01BG**

Project: Village of Buffalo Grove
Rt 83 -Pedestrian/Bike Bridge Painting

Proposal Submitted to:

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

Attn: Mr. Ted Sianis, P.E.

Via email: tsianis@vbg.org

Dear Mr. Sianis,

Era Valdivia Contractors Inc. (EVC) proposes to furnish all supervision, labor, material, equipment, and insurance to complete the following work:

Scope of work:

- A) EVC will power-tool clean rusted/failed areas and apply IDOT overcoat painting system according to the requirements of System 2 - PS/EM/U. The color of the final finish coat shall color matched to the existing bridge color or as the approved IDOT Reddish Brown Color for IDOT Certified Batches.
- B) Waste generation based on Non-Haz/Non-Special.
- C) Traffic control IDOT local Road stds – By OTHERS
- D) Removal/Reinstallation of wood bridge railing – By OTHERS
- E) Fencing removal if needed – By OTHERS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications provided for the above scope of work and substantially completed in a professional manner for the lump sum price as PO issued per work order: One Hundred Sixty-Seven Thousand Dollars (\$167,000.00).

Item Schedule – For purposes of accounting:

1. Mobilization	1	\$ 5,000.00
2. Clean/Paint Bridge	1	\$160,000.00
3. Waste Disposal – Non Haz.	1	\$ 2,000.00
4. Fence Removal	N/A	
5. Railing Removal/Reinstall	N/A	
6. Traffic Control	N/A	

Exclusions/Clarifications:

- A) Permits, fees, sales tax, any special insurance.
- B) Generated debris priced as non-haz.
- C) SW – Primer 920 /Intermediate Epoxy Mastic Aluminum and 218 HS Urethane as Finish (color) – attached.
- D) Std manufacturers' warranty will apply.
- E) No heating or housing of any kind.
- F) No environmental monitoring or other haz material remediation and/or removal will apply to this proposal – Based as Non-Hazardous
- G) No Removal/Replacement of any existing structure object or facility
- H) Temporary facilities/Restoration by others
- I) Traffic on Pedestrian/Bike Bridge will need to be closed for the duration of project.

We appreciate your business and value Village of Buffalo Grove as a customer. If you have any questions, please call me at 773-447-6658

Sincerely,
Era Valdivia Contractors, Inc.



Greg Bairaktaris

Senior Project Manager/Estimator



Contractor's Name

Era Valdivia Contractors Inc.

Contractor's Address

11909 South Avenue O

City

Chicago

State

IL

Zip Code

60617

Local Public Agency

Village of Buffalo Grove

County

Lake

Section Number

23-00000-05-GM

Route(s) (Street/Road Name)

Pedestrian Bridge over IL-83

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
	Base Bid				
67100100	Mobilization	LSUM	1	\$5,000	\$5,000
Z0007122	Removing & Re-Erecting	FOOT	1,014		
	Existing Railing				
X2200020	Fence Removal & Reinstallation	FOOT	330		
Z0010501	Cleaning & Painting Steel Bridg	LSUM	1	\$160,000	\$160,000
X5060601	Containment & Disposal of Non	LSUM	1	\$2,000	\$2,000
	-Lead Paint Cleaning Residues				
X7010216	Traffic Control & Protection	LSUM	1		
	(Special)				
Z0030850	Temporary Information Signing	SQFT	52		
			BIDDER'S BASE BID TOTAL:		\$167,000
	Alternate Bid				
67100100	Mobilization	LSUM	1		
Z0007122	Removing & Re-Erecting	FOOT	1,014		
	Existing Railing				
X2200020	Fence Removal & Reinstallation	FOOT	330		
Z0010501	Cleaning & Painting Steel Bridg	LSUM	1		
X5060601	Containment & Disposal of Non	LSUM	1		
	-Lead Paint Cleaning Residues				
X7010216	Traffic Control & Protection	LSUM	1		
	(Special)				
			BIDDER'S ALTERNATE BID TOTAL:		

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over I'

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency Village of Buffalo Grove	County Lake	Section Number 23-00000-05-GM
---	----------------	----------------------------------

WE, _____ as PRINCIPAL, and
_____ as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____
Day Month and Year

Principal

Company Name

Signature _____ Date _____
By: _____
Title

Company Name

Signature _____ Date _____
By: _____
Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Signature of Attorney-in-Fact _____ Date _____
By: _____

STATE OF IL
COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month and Year

(SEAL)

Notary Public Signature

Date commission expires _____

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

23-00000-05-GM



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Buffalo Grove	Lake	Ped Bridge over IL-83	23-00000-05-GM

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
Title		
Address	City	State Zip Code



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Buffalo Grove	Lake	Ped Bridge over IL-83	23-00000-05-GM

I, _____ of _____, _____,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the _____ of _____.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, _____, will maintain a business office in the
Bidder
 State of Illinois, which will be located in _____ County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
Print Name of Affiant	

Notary Public

State of IL

County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____, authorized agent(s) of
(name/s of person/s)

Bidder

(SEAL)

Signature of Notary Public
My commission expires _____

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



Affidavit of Availability

For the Letting of

8.I.c



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Illinois Department of Transportation

Affidavit of Availability

For the Letting of

Bureau of Construction
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Springfield, IL 62764

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For each contract described in Part I, list all the work you have subcontracted to others.

	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Illinois Department of Transportation

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Date

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Zip Code

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(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Illinois Department of Transportation

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Title

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☐ Add pages for additional contracts



Illinois Department of Transportation

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Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the “**Contract Statement**”) has been executed by the below supplier, Contractor or vendor (collectively the “**Contractor**”) in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof: _____.

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this ____ day of _____, 20__.

Print Name of Contractor

Signature

Print Title

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.


Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	23-00000-05-GM

☐ Check this box for lettings prior to 01/01/2023.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #		Page No.
1	☐ Additional State Requirements for Federal-Aid Construction Contracts	53
2	☐ Subletting of Contracts (Federal-Aid Contracts)	56
3	☐ EEO	57
4	☐ Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	☐ Required Provisions - State Contracts	72
6	☐ Asbestos Bearing Pad Removal	78
7	☐ Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	☐ Temporary Stream Crossings and In-Stream Work Pads	80
9	☐ Construction Layout Stakes	81
10	☐ Use of Geotextile Fabric for Railroad Crossing	84
11	☐ Subsealing of Concrete Pavements	86
12	☐ Hot-Mix Asphalt Surface Correction	90
13	☐ Pavement and Shoulder Resurfacing	92
14	☐ Patching with Hot-Mix Asphalt Overlay Removal	93
15	☐ Polymer Concrete	95
16	☐ Reserved	97
17	☐ Bicycle Racks	98
18	☐ Temporary Portable Bridge Traffic Signals	100
19	☐ Nighttime Inspection of Roadway Lighting	102
20	☐ English Substitution of Metric Bolts	103
21	☐ Calcium Chloride Accelerator for Portland Cement Concrete	104
22	☐ Quality Control of Concrete Mixtures at the Plant	105
23	☐ Quality Control/Quality Assurance of Concrete Mixtures	113
24	☐ Reserved	129
25	☐ Reserved	130
26	☐ Temporary Raised Pavement Markers	131
27	☐ Restoring Bridge Approach Pavements Using High-Density Foam	132
28	☐ Portland Cement Concrete Inlay or Overlay	135
29	☐ Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	☐ Longitudinal Joint and Crack Patching	142
31	☐ Concrete Mix Design - Department Provided	144
32	☐ Station Numbers in Pavements or Overlays	145

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Local Public Agency

County

Section Number

Village of Buffalo Grove

Lake

23-00000-05-GM

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	147
LRS 2	☐ Furnished Excavation	148
LRS 3	☒ Work Zone Traffic Control Surveillance	149
LRS 4	☒ Flaggers in Work Zones	150
LRS 5	☒ Contract Claims	151
LRS 6	☒ Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	☐ Bidding Requirements and Conditions for Material Proposals	158
LRS 8	Reserved	164
LRS 9	☐ Bituminous Surface Treatments	165
LRS 10	Reserved	169
LRS 11	☒ Employment Practices	170
LRS 12	☒ Wages of Employees on Public Works	172
LRS 13	☒ Selection of Labor	174
LRS 14	☐ Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15	☒ Partial Payments	178
LRS 16	☐ Protests on Local Lettings	179
LRS 17	☒ Substance Abuse Prevention Program	180
LRS 18	☐ Multigrade Cold Mix Asphalt	181
LRS 19	☐ Reflective Crack Control Treatment	182

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	23-00000-05-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Modifications in the form of General Conditions, Special Provisions, and IDOT District One Special Provisions enclosed.

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

**TABLE OF CONTENTS
FOR CONTRACT GENERAL CONDITIONS AND SPECIAL PROVISIONS**

General Conditions

1. Scope of Work
2. Description of Work
3. Definition of Village of Buffalo Grove
4. Examination of Site
5. Clean Construction and Demolition Debris (CCDD) Material Disposal
6. JULIE Notification
7. Village Contractor Registration
8. Completion Date
9. Contract Sequencing
10. Construction Work Periods
11. Suggested Construction Sequencing
12. Pre-Construction Meeting
13. Sub-Contracting
14. Authority of the Engineer
15. Use of Fire Hydrants
16. Existing Hardscape
17. Tree Protection and Preservation
18. Use of the Work Site
19. Indemnification
20. Insurance Requirements
21. Accidents
22. No Assignment
23. Default
24. Delays
25. Compliance With Laws
26. No Waiver of Rights
27. Termination of the Contract
28. Controlling Law and Venue
29. Miscellaneous
30. Application For Payment
31. Certified Payroll Reports
32. Monetary Penalties
33. Maintenance Bond
34. Retainage and Waivers
35. Final Site Inspection
36. Permits and Licenses

Special Provisions

- ~~1. Traffic Control and Protection (Special)~~
- ~~2. Fence Removal and Reinstallation (Special)~~
- ~~3. Removing and Re-Erecting Existing Railing (Special)~~
4. Cleaning and Painting Existing Steel Structures
5. Containment and Disposal of Non-Lead Paint Cleaning Residues

IDOT District One - Special Provisions

- ~~1. Temporary Information Signing (D-1)~~
- ~~2. Keeping Arterial Roadways Open to Traffic (Lane Closures Only) (D-1)~~

General Conditions

1. Scope of Work

The provisions of Article 104.02 of the Standard Specifications are hereby amended as follows: **"The Village of Buffalo Grove (Village) expressly reserves the right to remove from or add to the project any portions thereof included in the 2023 IL-83 Pedestrian Bridge Painting Project. Such reductions or additions, if any, shall be made in writing by the Village prior to execution of the Contract Documents. Any reduction in the scope of work required by the Village prior to the execution of the Contract Documents shall not result in an adjustment to the contract or to the price originally bid."**

2. Description of Work:

The proposed project consists of cleaning and painting the three section prefabricated bow-truss pedestrian bridge, or portions thereof, over IL Route 83 and any other work necessary to complete the project as described. The Village is requesting pricing for two different cleaning & painting scenarios as described below. Either the base bid or alternate bid will be awarded based on project budget, not both.

Base Bid:

- A. The Contractor clean and paint the exterior surfaces of the structural steel truss system in its entirety between the east and west abutments, as shown in the attached staging exhibit and as-built pedestrian bridge plans.
- B. Cleaning of the existing structural steel shall be as specified in the special provision for "Cleaning and Painting Existing Steel Structures." The areas to be painted shall be cleaned using Near White Blast Cleaning. This surface preparation shall be accomplished according to the requirements of SSPC-SP10. At the Contractor's option, Commercial Grade Power Tool Cleaning, may be substituted, as long as this surface preparation can be accomplished according to the requirements of SSPC-SP15 and there is no additional cost to the Village.
- C. The Contractor shall submit calculations and details demonstrating the structural integrity of the bridge is maintained under the additional imposed loads of the containment system. See Special Provisions.
- C. The cleaned areas shall be painted according to the requirements for System 1 - OZ/E/U. The color of the final finish coat shall be Reddish Brown (Munsell No. 2.5YR 3/4).
- D. If a working platform is used, the Contractor shall submit calculations and drawings, signed and sealed by a structural engineer licensed in the State of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading. Costs will be included in the pay item "Containment and Disposal of Non-Lead Paint Cleaning Residues."
- E. Construction as-builts and the latest inspection report for the pedestrian bridge are located within this proposal booklet.

Alternate Bid:

- A. The Contractor shall zone clean and paint the rusted/defect areas/members of the exterior surfaces of the truss structures along the entirety of the pedestrian bridge between the east and west abutments. **For estimating purposes, the area of spot cleaning and painting is assumed to be 3,000 square feet.**
- B. Cleaning of the existing structural steel shall be as specified in the special provision for "Cleaning and Painting Existing Steel Structures." The areas to be painted shall be cleaned using Commercial Grade Power Tool Cleaning. This surface preparation shall be accomplished according to the requirements of SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. At the Contractor's option, Near-White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Village.
- C. The Contractor shall submit calculations and details demonstrating the structural integrity of the bridge is maintained under the additional imposed loads of the containment system. See Special Provisions.
- C. The cleaned areas shall be painted according to the requirements for System 2 - PS/EM/U. The color of the final finish coat shall color matched to the existing bridge color.

D. If a working platform is used, the Contractor shall submit calculations and drawings, signed and sealed by a structural engineer licensed in the State of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading. Costs will be included in the pay item "Containment and Disposal of Non-Lead Paint Cleaning Residues."

E. Construction as-builts and the latest inspection report for the pedestrian bridge are located within this proposal booklet.

3. Definition of Village of Buffalo Grove

All references in the contract relating to the Department, Awarding Authority, Village of Buffalo Grove, Village, etc. shall mean the Village of Buffalo Grove.

4. Examination of Site:

The Contractor shall be responsible for completing any necessary site inspections prior to submitting a bid on this project. Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the project site and the work to be completed.

5. Clean Construction and Demolition Debris (CCDD) Material Disposal

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Village for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

6. JULIE Notification

The Contractor shall call the Joint Utility Locating Information for Excavators (JULIE) (1-800-892-0123 or 811), a minimum of forty-eight (48) hours in advance of work being done in the area in accordance with Article 107.39 of the Standard Specifications.

For utilities which are not members, excluding homeowners, the Contractor shall contact the owners directly. The Contractor will be required to cooperate with all utility companies and municipal agencies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the municipal agencies or utility company to remove, relocate, reconstruct or abandon their services.

7. Village Contractor Registration

Bidders shall be prequalified with the Illinois Department of Transportation in accordance with Article 102.01 of the Standard Specifications and is required by all bidders. **Bidders shall be prequalified with IDOT in Category 25 – Painting and Cleaning and be SSPC-QP1 Certified.**

All bidders are required to fully register with the Village of Buffalo Grove, including IRS Form W-9, at:
<https://vrapp.vendorregistry.com/Vendor/Register/Index/buffalo-grove-village-of-il-vendor-registration>

OR

www.vbg.org/bids

Select the link 'Register My Business'

Please contact Vendor Registry at (844) 802-9202 for assistance in the registration process.

The Village of Buffalo Grove reserves the right to reject any or all proposals if the bidder does not comply with the requirements as stated herein.

8. Completion Date

The Contractor shall commence the work to be performed under this contract, 10 days following the execution of the contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall substantially complete all work in the contract by **Tuesday, October 17, 2023**, including landscape restoration, as defined in Article 108.04 of the Standard Specifications. If the alternate is selected and awarded, all work in the contract shall be substantially completed by **Tuesday, October 17, 2023**.

Following substantial completion, the Contractor shall provide the Engineer written notice in accordance with Article 105.13 of the Standard Specifications. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

In case of failure to complete the work on time by the interim completion date, final completion date, working days, and/or the deficient punch list items, the provisions of Article 108.09 of the Standard Specifications shall apply, **except regardless of the contract amount, the daily charge shall be \$2,000 per calendar day overrun**. Landscape restoration planting times shall follow Article 250.07 of the Standard Specifications.

The estimated Village Board award date for this project is Monday, March 20, 2023.

9. Contract Sequencing

The Contractor shall notify the Engineer at least 72 hours in advance of beginning work and 48 hours prior to construction commencement. Construction operations shall be conducted in a manner such that streets will remain open to all traffic. At no time shall residents or business owners be kept out of their driveway over a weekend or holiday as defined in Article 107.09 of the Standard Specifications.

10. Construction Work Periods

Construction operations shall be completed in accordance with Article 107.09 of the Standard Specifications. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays and 8:00 AM to 6:00 PM on Saturdays. No work shall be done on Sundays or legal holiday periods as defined in article 107.09 of the Standard Specifications.

Any work outside the allowed time periods in accordance with the Village Ordinance, including but not limited to, material deliveries, mobilization of equipment, warming up machinery, or truck staging, a penalty of \$1,000 per occurrence may be imposed.

11. Suggested Construction Sequencing

The Contractor shall be prepared to discuss the project sequencing along with the project schedule at the preconstruction meeting and recommend any changes to the plan outlined below. Changes to the suggested sequencing may cause temporary work in order to perform the improvements as proposed. Any additional temporary work other than what is outlined in the current plan/bid documents will not be paid for separately but shall be included in the cost of the item requiring the temporary work.

Stage #1 IL-83 Center Lanes Section

The first stage of the project shall include cleaning and painting of the pedestrian bridge in the center three lanes and median area of IL-83.

Stage #2 Southbound IL-83 Section

The second stage of the project shall include cleaning and painting of the pedestrian bridge in the southbound outside lane and off-road area of IL-83. No work can take place on this phase until Stage 1 work has been inspected and paint thickness measured and approved.

Stage #3 Northbound IL-83 Section

The third stage of the project shall include cleaning and painting of the pedestrian bridge in the northbound outside lane and off-road area of IL-83. No work can take place on this phase until Stage 1 & 2 work has been inspected and paint thickness measured and approved.

12. Pre-Construction Meeting

Prior to commencing any construction operations, there shall be a pre-construction meeting. The Village or Engineer will set the time and date of the meeting following Contract award.

The following shall be submitted by the Contractor for review at the pre-construction meeting:

A Progress Schedule in accordance with Article 108.02.

The 24-hour emergency phone number and contact information of the assigned Contractor's superintendent, or otherwise.

The name and 24-hour emergency phone number of the person in the direct employ of the Contractor who is responsible for administering the Traffic Control and Protection on the Contract

A list of subcontractors with contact information, including but not limited to name, phone number, and email address, and include quantity and type of work to be sublet for each respective subcontractor in accordance with Article 108.01 of the Standard Specifications.

Any respective quality control plans.*

Any applicable shop drawing submittals.*

*Shop drawings and quality control plans for the project shall be submitted to the Village no less than ten (10) calendar days from the effective notice to proceed dated letter or the scheduled date of the pre-construction meeting, whichever occurs earlier. A monetary penalty of \$500 may be imposed for each required submittal thereafter.

13. Sub-Contracting

Add the following to the end of ARTICLE 108.01 SUBCONTRACTING.

"The apparent low Bidder on a "Request for Approval of a Subcontractor" (BC 260a) form shall submit to the office of Engineer within ten (10) calendar days after the receipt of bids, a list of the names of Bidder's proposed subcontractors along with a description of the work to be performed by each. The Village will then review and reserves the right to reject the use of any subcontractor on the project due to past performance or the apparent inability to properly perform the item of work."

14. Authority of the Engineer

Revise ARTICLE 105.01 AUTHORITY OF ENGINEER to read:

"All work shall be done in accordance with the requirements of the Contract, the Engineer shall have the right, but not the obligation, to observe all work. The Engineer shall decide all questions that arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Village of Buffalo Grove as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Village of Buffalo Grove wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Village of Buffalo Grove may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due to the Contractor under the contract."

The Engineer shall not assume any of the responsibilities of the Contractor's superintendent or of subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

15. Use of Fire Hydrants

The indiscriminate use of fire hydrants is strictly prohibited. The Contractor can obtain non-potable water in bulk at no charge at the Buffalo Grove Public Works Department, 51 Raupp Blvd. The Contractor shall provide a water truck or containment and driver to obtain and transport the water. All water obtained from the Village shall be used for this project only. If deemed necessary, the Village reserves the right to restrict or refuse the use of Village water. The Contractor will be responsible for executing the required paperwork and follow all requirements of the Village. If it is determined that the Contractor or its subcontractors operate or use a Village fire hydrant, a monetary penalty of \$1,000 per occurrence that will be imposed.

16. Existing Hardscape

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents with limits specified in the Maintenance Letter of Credit general condition. The Engineer and Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.

17. Tree Protection and Preservation

This work shall consist of pruning existing trees, shrubs, or bushes in accordance with Section 201 of the Standard Specifications, except as modified herein.

Breaking off branches of plant material to remain during clearing or construction operations will not be allowed. Preceding any existing tree pruning or trimming operations, the Contractor shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

All branches and foliage pruned or trimmed shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications.

All existing trees larger than 6" in diameter and not specifically designated for removal, which are removed or damaged due to the Contractor's neglect, shall be inspected by the Village Forester or his designated representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3" or more than 6", unless authorized by the Village of Buffalo Grove. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

18. Use of the Work Site

The Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Village. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (e.g. personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by

any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Village, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of the Village in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

19. Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

20. Insurance Requirements

12.04.080 - Insurance.

A. Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each Contractor occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the Contractor as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees and Gewalt Hamilton Associates, Inc. and employees as additional insureds on the policies listed in subsection (A)(1) and (A)(2) of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars for bodily injury or death to each person,
 - b. Five million dollars for property damage resulting from any one accident, and
 - c. Five million dollars for all other types of liability;
2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars for personal injury and property damage for each accident;
3. Worker's compensation with statutory limits; and
4. Employer's liability insurance with limits of not less than one million dollars per employee and per accident.

If the Contractor is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

- B. Excess or Umbrella Policies. The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- C. **Copies Required. The Contractor shall provide copies of any of the policies including all endorsements or certificates required by this section to the Village within ten calendar days following receipt of a written request therefor from the Village.**
- D. Maintenance and Renewal of Required Coverages. The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) calendar days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew."

Within ten (10) calendar days after receipt by the Village of said notice, and in no event later than ten (10) calendar days prior to said cancellation, the Contractor shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this section.

- E. Self-Insurance. A Contractor may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A Contractor that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B through D of this section. A Contractor that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the Contractor is a "private self-insurer" under the Workers Compensation Act.
- F. Effect of Insurance and Self-Insurance on Contractor's Liability. The legal liability of the Contractor to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- G. Insurance Companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.
- H. Verification of Coverage. **Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
- I. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- J. Assumption of Liability. The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.
- K. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.
- L. Failure to Comply. In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

Nothing contained herein is intended to constitute, nor shall it constitute a waiver of the rights, defenses and/or other immunities provided or available to the Village under law including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act.

21. Accidents

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Village by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

22. No Assignment

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Village or authorized representative.

23. Default

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

24. Delays

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

25. Compliance With Laws

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

26. No Waiver of Rights

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

27. Termination of the Contract

Voluntary Termination. Notwithstanding any other provision hereof, the Village may terminate this Contract during the Initial Term with or without cause, at any time upon thirty (30) calendar days prior written notice to the Contractor.

Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

28. Controlling Law and Venue

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

29. Miscellaneous

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

30. Application For Payment

At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the Contract, and the value thereof at the contract unit prices according to Article 109.02 of the Standard Specifications. For each pay period, the quantity cut off will be the first Saturday of each month. During the second week, the Engineer and Contractor will agree to the quantities completed to-date. The Contractor shall submit an agreed upon invoice electronically to the Engineer by the end of the working day of the third Monday of the month. The Village will begin their payment process and will result in the review of the payment at the next regularly scheduled Village Board meeting. Prior to the release of payment, the Contractor shall submit electronically, all certified payroll reports, applicable waivers, and a notarized and signed clarifying statement for Village Attorney review and subsequent approval. Prior to the release of the check, hard-copies of all applicable waivers and the clarifying statement shall be received by the Village.

All payments under this Contract must be approved by the Village Board at a regularly scheduled meeting. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested prior to paying the requested payment. A Final Lien Waiver from the Contractor, its subcontractors, and all material suppliers shall be furnished with the final application for payment.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 *et seq.* To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

31. Certified Payroll Reports

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

If the contractor must submit the payroll to the Village of Buffalo Grove for reasons outside of their control, the Village requests that the Contractor submit all certified payroll reports, including subcontractors, and EEO reporting be sent electronically in separate files for each respective Contractor/subcontractor with the weeks ending date in the file name to tsianis@vbg.org (i.e. Contractor Name Week Ending.pdf) as shown in the sample letter in Exhibit D.

The Contractor is responsible for providing all records in accordance with the Illinois Department of Labor's (IDOL) requirements pertaining to the Prevailing Wage Act on the standard IDOL form. Only the last four (4) digits of the employee's social security number will be required; the remaining digits shall be "X" or redacted. To complete the certified payroll request for release of payment, the Contractor must supply a signed and notarized written statement that all necessary documentation has been turned over for the pay period pertaining to that payment requested.

Under P.A. 98-0328, the public body must retain copies of the certified payroll for 5 years rather than 3 years as was the case previously. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website www.illinois.gov/idol. The new form consists of three pages identified as the "certified transcript of payroll affidavit" and "certified transcript of payroll instructions". The new forms on the IDOL website can be filled in online and then printed out. Under P.A. 98-0482, contractors and subcontractors will have to provide additional information with respect to working hours, wage rates, overtime rates and fringe benefits. The IDOL's model certified payroll forms are the most current forms for compliance with P.A. 98-0482 and should be used in public works contracts.

32. Monetary Penalties

All work shall be completed in accordance with the Contract Documents in a reasonable and timely manner. For each occurrence that work is not completed in a reasonable and timely manner, a monetary penalty will be deducted from the final pay application. The Contractor shall make themselves and all subcontractors aware of the following deficiency and deductions:

Description	Penalty	Per Occurrence
Failure to Sweep Roadway	\$250	Calendar Day
Failure to Provide Access in a Timely Manner	\$250	Household/Occurrence Per Day
Failure to Provide Weekly Update to Engineer/Maintain Schedule	\$1,000	Per Occurrence
Failure to Attend a Scheduled Weekly Meeting	\$1,000	Per Occurrence
Use of Fire Hydrant or Valve	\$1,000	Each
Failure to Provide Maintenance of Roadway in a Timely Manner as Determined by the Engineer	\$1,000	Calendar Day
Entering Private Property	\$500	Per Occurrence
Failure to Provide Portable Facilities	\$100	Calendar Day
Illicit Discharge of Silt or Construction Debris	\$1,000	Per Occurrence
Failure to Submit Shop Drawings on Time	\$500	Per Occurrence
Failure to Maintain Erosion and/or Sediment Control Devices	\$1,000	Per Occurrence
Working Outside Allowable Work Hours	\$1,000	Per Occurrence

At the discretion of the Engineer and without notice, the Contractor shall have deducted the monetary penalty amount as listed above for each occurrence on the final pay application.

33. Maintenance Bond

The Contractor will be required to post a Maintenance Bond for a period of One Year (1-yr) from the date of final acceptance by the Village. Final acceptance will be the date the Final Payment is made to the Contractor. The bond shall be in a form acceptable to the Village in the amount of 10% (ten percent) of the awarded contract value. Unless under emergency situations, the Village will offer the Contractor the ability to fix or repair any item prior to the bond being called. If the Contractor elects to perform the repairs themselves, all work must be complete within 14 calendar days of notice from the Village or the Village reserves the right to perform the repairs themselves.

The Maintenance Bond shall cover all necessary repairs or replacements as deemed necessary by the Village due to poor workmanship, failed materials, settlement of trenches, excessively spalled, chert popped or cracked concrete, storm and water main failures, restoration establishment, and other items of work completed by the Contractor.

All required pavement repairs shall be from the curb line to the nearest cold joint. Pavement repairs shall have all joints routed and filled with crack seal material including along the edge of pavement, one month after installation.

If the Contractor elects to not perform the repairs or does not perform them in the time allotted, the Village will perform the work and collect from the bond any damages incurred by the Village to perform the repairs.

34. Retainage and Waivers

The Village of Buffalo Grove has the option to retain from the amount due to the Contractor a maximum of ten percent (10%) from each pay request. The Contractor may request the retainage be reduced and provide reasoning for such reduction in writing to the Village. The Village has the option to accept or deny the request and shall be considered final. The retainage may be held until the Village determines the project to be final and accepted, at which time any warranty or maintenance period shall commence.

The Contractor shall submit, for each pay request submittal, original partial or final waivers from all subcontractors and material suppliers for the work payment is requested from the Village; trailing waivers will not be permitted. The Village will not remit payment to the Contractor until all original hard-copies of waivers for the work the Contractor is requesting payment for are received and reviewed. To help expedite the process, the Village is willing to review draft waivers after the invoice has been submitted for the pay request. When the draft waivers are reviewed and found acceptable, and the check is cut according to the Village's Warrant schedule, then the check and final waivers can be exchanged accordingly.

35. Final Site Inspection

After the Contractor has submitted the notice of final completion to the Village, the Contractor shall schedule a final site inspection with the Village and Engineer. The Contractor shall provide a laborer or Contractor's representative for the final inspection that will be responsible for the following:

1. Measuring paint thickness;
2. Review general site cleanliness and condition of landscaping, curb, sidewalk, pavement, etc.

Upon completion of the final site inspection, the Engineer will provide the Contractor a list of any deficiencies documented. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

36. Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work in accordance with Article 107.04 of the Standard Specifications. No work shall be performed until all applicable permit requirements are fulfilled.

The following permits shall be applicable to this Contract:

- Illinois Department of Transportation – Traffic Control Authorization (BSPE 725)

Special Provisions

1. Traffic Control and Protection (Special)

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of the contract, and no additional compensation will be allowed.

Standards

701101, 701106, 701601, 701606, 701801 and 701901

Details

TC-10 Traffic Control and Protection for Side Roads, Intersections and Driveways

TC-14 Traffic Control and Protection at Turn Bays (To Remain Open to Traffic)

TC-22 Arterial Road Information Sign

Special Provisions

Maintenance of Roadways and Erosion Control

Traffic Control Plan

LRS 3 – Work Zone Traffic Control Surveillance

BDE – Work Zone Traffic Control Devices

No signage shall be installed within the Illinois Department of Transportation right-of-way without prior approval by IDOT and all applicable permit requirements are fulfilled. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work in accordance with Article 107.04 of the Standard Specifications.

No roads or segments shall be closed without prior written approval from the Village and Engineer. The Contractor must present to the Engineer, a detour plan with a detailed description addressing how resident access will be maintained and all applicable signage. Submittal of a road closure request to the Engineer does not guarantee approval. Any additional traffic control devices required for road closures per the Contractor's request shall not be paid for separately but shall be included in the cost of the contract.

The Contractor shall be properly advised of the regulated weight limits within the surrounding areas of the project. No additional compensation in time or monetary value will be allowed. The Village of Buffalo Grove Police Department requires permits for Overweight/Over-Sized Trucks or Vehicles. The Contractor can obtain additional information by calling (847) 459-2560.

This work will be measured in place and paid for at the contract unit price per lump sum (LS) for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

2. Fence Removal and Reinstallation (Special):

This work shall include all labor, material, and equipment necessary to remove, store, and reinstall existing chain link fence systems in accordance with Section 664 of the Standard Specifications and as specified herein.

The existing fence shall be removed with care and stored at the Public Works Facility located at 51 Raupp Blvd. The Contractor shall be responsible for the transportation and associated costs for fence storage. The Contractor shall replace, at no additional cost to the Owner, any existing fence system or appurtenances which has been damaged or lost by the Contractor's operations due to neglect, misconduct, or poor workmanship.

There are three hardwood railings running the entire length of the fence along each side of the bridge that may require removal prior to fence removal. This work shall be paid for separately for removing and re-erecting existing railing in the situation where fence cannot be removed without railing removal.

This work will be measured and paid for at the contract unit price per FOOT for Fence Removal and Reinstallation (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

3. Removing and Re-Erecting Existing Railing (Special):

This work shall include all labor, material, and equipment necessary to remove, store, and reinstall the top and bottom rails along the entirety of the bridge span as specified herein.

Removal of the existing railing will allow for the removal of the existing chain link fence. The existing railings shall be removed with care and stored at the Public Works Facility located at 51 Raupp Blvd. The Contractor shall be responsible for the transportation and associated costs for rail storage. The Contractor shall replace, at no additional cost to the Owner, any existing fence system or appurtenances which has been damaged or lost by the Contractor's operations due to neglect, misconduct, or poor workmanship.

This work will be measured and paid for at the contract unit price per FOOT for Removing and Re-Erecting Existing Railing (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

4. CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001

Revised: April 15, 2022

Description. This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces. This work also includes caulking locations designated on the plans and painting with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, shall be tested and assigned a MISTIC approval number before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not allowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

<u>Item</u>	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer	1008.05
(d) Epoxy/ Aliphatic Urethane	1008.05
(e) Penetrating Sealer (Note 1)	
(f) Moisture Cured Zinc Rich Urethane Primer (Note 2)	
(g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)	
(h) Moisture Cured Penetrating Sealer (Note 3)	
(i) Caulk (Polyurethane Joint Sealant)	1050.04

Note 1: The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:

- (a) The volume solids shall be 98 percent (plus or minus 2 percent).
- (b) Shall be clear or slightly tinted color.

Note 2: These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.

Note 3: The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

Submittals. The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests, and certifications for the CAS (Coating Application Specialists) on SSPC-QP1 and QP2 projects.
- b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form, or a Contractor form (paper or electronic) that provides equivalent information.
- c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Safety Data Sheets (SDS). The Contractor shall identify the solvents proposed for solvent cleaning together with SDS.

If cleaning and painting over existing galvanized surfaces are specified, the plan shall address surface preparation, painting, and touch up/repair of the galvanized surfaces.

The plan shall also include the methods of coating application and equipment to be utilized.

If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

- e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely affect the performance of the coating system.

The paint manufacturer's most recent application and thinning instructions, SDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application.

A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its drying period, the maximum recoat time for each coat, and the steps necessary to prepare each coat for overcoating if the maximum recoat time is exceeded.

- f) Abrasives. Abrasives to be used for abrasive blast cleaning, including SDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.
- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.

- h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Contractor Qualifications. Unless indicated otherwise on the contract plans, for non-lead abatement projects, the painting Contractor shall possess current SSPC-QP1 certification. Unless indicated otherwise on the plans, for lead abatement projects the Contractor shall also possess current SSPC-QP2 certification. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to ensure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form to record the results of quality control tests. Alternative forms (paper or electronic) will be allowed provided they furnish equivalent documentation as the IDOT form, and they are accepted as part of the QC Program submittal. The completed reports shall be turned into the Engineer before work resumes the following day. The Engineer or designated representative will sign the report. The signature is an acknowledgment that the report has been received, but should not be construed as an agreement that any of the information documented therein is accurate.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dry spray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification of Society of Protective Coatings (SSPC) BCI certified, National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 - Certified, and shall provide evidence of successful inspection of 3 bridge projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and experience shall be provided. References for experience shall be provided and shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment with current calibration certifications to perform the QC inspections. Equipment shall include the following at a minimum:

- Sling psychrometer or digital psychrometer for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts. In the event of a conflict between readings with the sling psychrometer and the digital psychrometer, the readings with the sling psychrometer shall prevail.
- Surface temperature thermometer
- SSPC Visual Standards VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning; SSPC-VIS 3, Visual Standard for Power and Hand-Tool Cleaned Steel; SSPC-VIS 4, Guide and Reference Photographs for

Steel Prepared by Water Jetting, and/or SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning, as applicable.

- Test equipment for determining abrasive cleanliness (oil content and water-soluble contaminants) according to SSPC abrasive specifications AB1, AB2, and AB3.
- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required for projects in which the existing coating is being feathered and tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Micrometer compliant with Method C of ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel, or digital profile depth micrometer compliant with ASTM D4417, Method B. In the event of a conflict between measurements with the two instruments on abrasive blast cleaned steel, the results with the Testex Tape shall prevail. Note that for measuring the profile of steel power tool cleaned to SSPC-SP15, Commercial Grade Power Tool Cleaning, the digital profile depth micrometer shall be used.
- Bresle Cell Kits or CHLOR*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- Blotter paper for compressed air cleanliness checks
- Type 2 Electronic Dry Film Thickness Gage per SSPC - PA2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- Standards for verifying the accuracy of the dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The accuracy of the instruments shall be verified by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

Hold Point Notification. Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent lifelines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall prevention is not provided (e.g., guardrails are not provided), the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility (e.g., platform) is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas both inside and outside the containment where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot-candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot-candles

(215 LUX). General work area illumination outside the containment shall be employed at the discretion of the Engineer and shall be at least 5 foot-candles. The exterior lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, and inspection personnel.

Surface Preparation and Painting Equipment. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

Test Sections. Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

Protective Coverings and Damage. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for acceptance prior to starting the work. Acceptance by the Engineer shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

- a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.
- b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Only indirect fired heating equipment shall be used to prevent the introduction of moisture and carbon monoxide into the containment. The heating unit(s) shall be ventilated to the outside of the containment. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.
- c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Compressed Air Cleanliness. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT). The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

- a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP WJ-4. There are no restrictions on the presence of flash rusting of bare steel after cleaning. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose coating, loose mill scale, loose rust and other corrosion products, and other foreign matter. Water cleaning shall be supplemented with scrubbing as necessary to remove the surface contaminants. The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing coating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning or abrasive blast cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning or abrasive blast cleaning without approval of the washing and solvent cleaning may be rejected by the

Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

- b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating." The wash water does not need to be collected, but paint chips, insect and animal nests, bird droppings and other foreign matter shall be collected for proper disposal. If the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.
- c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor chooses to use water cleaning, the above provisions for water cleaning of lead and non-lead coatings apply as applicable, including collection and disposal of the waste.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal. Cleaning can be accomplished by wet or dry methods.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

- d) Water Cleaning Between Coats. When foreign matter has accumulated on a newly applied coat, washing and scrubbing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. When caulking is specified, all rust shall be removed to a surface depth as directed by the Engineer to accommodate the approved sealant. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges in the steel, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work. If surface preparation reveals holes or section loss, or creates holes in the steel, the Contractor shall notify the Engineer. Whenever possible, the Department will require that the primer be applied to preserve the area, and allow work to proceed, with repairs and touch up performed at a later date.

Surface Preparation (HOLD POINT). One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation." The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact after cleaning if it cannot be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

- a) Limited Access Areas: A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be supplemented with other commercially available equipment, such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer.

- b) Near-White Metal Blast Cleaning: This surface preparation shall be accomplished according to the requirements of Near-White Metal Blast Cleaning SSPC-SP 10. Unless otherwise specified in the contract, the designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near-White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between the steel and rivets or bolts/washers/nuts, and between plates. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor shall be added to the supply water and/or rinse water to prevent flash rusting. With the submittals, the Contractor shall provide a sample of the proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products and that the life of the coating system will not be reduced due to the use of the inhibitor. The surfaces shall be allowed to completely dry before the application of any coating.

- c) Commercial Grade Power Tool Cleaning: This surface preparation shall be accomplished according to the requirements of SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near-White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

- d) Power Tool Cleaning – Modified SP3: This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools, even if the material is tight.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they cannot be lifted using a dull putty knife.

- e) Power Tool Cleaning of Shop Coated Steel. When shop-coated steel requires one or more coats to be applied in the field, the surface of the shop coating shall be cleaned as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating." If the damage is to a fully applied shop system, water cleaning is not required unless stipulated in the contract. Damaged areas of shop coating shall be spot cleaned according to Power Tool Cleaning - Modified SSPC-SP3. If the damage extends to the substrate, spot cleaning shall be according to SSPC-SP15. The edges of the coating surrounding all spot repairs shall be feathered.
- f) Galvanized Surfaces: If galvanized surfaces are specified to be painted, they shall be prepared by brush-off blast cleaning in accordance with SSPC-SP 16 or by using proprietary solutions that are specifically designed to clean and etch (superficially roughen) the galvanized steel for painting. If cleaning and etching solutions are selected, the Contractor shall submit the manufacturer's technical product literature and SDS for Engineer's review and written acceptance prior to use.

Abrasives. Unless otherwise specified in the contract, when abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and that recyclable steel grit abrasives meet SSPC-AB3. Tests to confirm the cleanliness of new abrasives (oil and water-soluble contamination) shall be performed by the Contractor according to the requirements and frequencies of SSPC-AB1 and SSPC-AB3, as applicable. On a daily basis, the Contractor shall verify that recycled abrasives are free of oil and water-soluble contamination by conducting the tests specified in SSPC-AB2.

All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low-pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

Surface Profile (HOLD POINT). The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 4.5 mils (38 to 114 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for SSPC-SP15 power tool cleaned surfaces shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by abrasive blast cleaning shall be determined by replica tape or digital profile depth micrometer according to SSPC-PA 17 at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable profile measurements shall be further tested to determine the limits of the deficient area. When replica tape is used, it shall be attached to the daily report. In the event of a conflict between measurements taken with the replica tape and digital profile depth micrometer, the measurements with the replica tape shall prevail.

The surface profile produced by power tools to SSPC-SP15, shall be measured using the digital profile depth micrometer only. Replica tape shall not be used.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to ensure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

Soluble Salt Remediation (HOLD POINT). The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces to levels below 7 micrograms per square centimeter. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers. Surfaces shall be tested for chlorides at a frequency of five tests per bearing line or fascia beam, with tests performed on both the beams and diaphragms/cross-frames at expansion joints.

Methods of chloride removal may include, but are not limited to, hand washing, steam cleaning, or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water

cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than 7µg/sq cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than 7 µg/sq cm are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned. SSPC-SP15, Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

Surface Condition Prior to Painting (HOLD POINT). Prepared surfaces shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

General Paint Requirements. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, if a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

- a) **Paint Storage and Mixing.** All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used.

The Contractor shall only use batches of material that have an IDOT MISTIC approval number. For multi-component materials, the batch number from one component is tested with specific batch numbers from the other component(s). Only the same batch number combinations that were tested and approved shall be mixed together for use.

Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or

partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted and the container may have been unopened.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, paint buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

- b) Application Methods. Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

- c) Field Touch Up of Shop-Coated Steel. After cleaning, rusted and damaged areas of shop-primed inorganic zinc shall be touched up using epoxy mastic. Damaged areas of shop-applied intermediate shall be touched-up using the same intermediate specified for painting the existing structure. Following touch up, the remaining coats (intermediate and finish, or finish only, depending on the number of coats applied in the shop) shall be the same materials specified for painting the existing structure. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied before the application of the full intermediate coat in order to prevent pinholing and bubbling.
- d) Recoating and Film Continuity (HOLD POINT for each coat). Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. The coating shall be considered to be too cured for recoating based on the maximum recoat times stipulated by the coating manufacturer. If the maximum recoat times are exceeded, written instructions from the manufacturer for preparing the surface to receive the next coat shall be provided to the Engineer. Surface preparation and application shall not proceed until the recommendations are accepted by the Engineer in writing. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dry spray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application. Dry spray on the surface of previous coats shall be removed prior to the application of the next coat.

Paint Systems. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush or spray, but if applied by spray, it shall be followed immediately by brushing to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to assure complete coverage of crevices and to build additional thickness on edges and surface irregularities. If the use of the brush on edges pulls the coating away, brushing of edges can be eliminated, provided the additional coverage is achieved by spray. Measurement of stripe coat thickness is not required, but the Contractor shall visually confirm that the stripe coats are providing the required coverage.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

The thicknesses of each coat as specified below shall be measured according to SSPC-PA2, using Coating Thickness Restriction Level 3 (spot measurements 80% of the minimum and 120% of the maximum, provided the entire area complies with the specified ranges).

- a) System 1 – OZ/E/U – for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows:

- One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
- One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

- b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- c) System 3 – EM/EM/AC – for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows:

- One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.
- One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.
- A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

- d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- e) System 5 – MCU – for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The Contractor shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows:

- One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

- f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The Contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.
- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

Application of Paint System over Galvanizing: If galvanized surfaces are present and specified to be painted, the Contractor shall apply one of the following as designated on the plans:

- A 2-coat system consisting of a full aluminum epoxy mastic coat and a full waterborne acrylic finish coat from System 3. If red rust is visible, rusted areas shall be spot primed with aluminum epoxy mastic prior to the application of the full coat of aluminum epoxy mastic.
- A 2-coat system consisting of a full epoxy coat and a full urethane coat from System 1. If red rust is visible, rusted areas shall be spot primed with organic zinc prior to the application of the full coat of epoxy.

Surface Preparation and Painting of Galvanized Fasteners: The Contractor shall prepare all fasteners (i.e., galvanized nuts, bolts, etc.) by power tool cleaning in accordance with SSPC-SP 2 or SSPC-SP3 to remove loose material. Following hand/power tool cleaning and prior to painting, the surfaces shall be solvent cleaned according to SSPC-SP 1. Slight stains of torquing compound dye may remain after cleaning provided the dye is not transferred to a cloth after vigorous rubbing is acceptable. If any dye is transferred to a cloth after vigorous rubbing, additional cleaning is required.

The fasteners shall be coated with one coat of an aluminum epoxy mastic meeting the requirements of Article 1008.03 and the same acrylic or urethane topcoat specified above for use on galvanized members.

Repair of Damage to New Coating System and Areas Concealed by Containment. The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. The process for completing the repairs shall be included in the submittals. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to SSPC-SP15 Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning – Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. For damaged galvanizing, the first coat shall be aluminum epoxy mastic. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

Special Instructions.

- a) At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

CODE U (for field applied System 3 or System 4).

CODE Z (for field applied System 1 or System 2).

CODE AA (for field applied System 5 or System 6).

This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

- b) All surfaces painted inadvertently shall be cleaned immediately.
- c) Caulking complex structures. Pack rust shall be removed prior to the application of the approved sealant as per the Laminar and Stratified Rust article of this special provision. Chloride shall be remediated as specified elsewhere in this provision. The caulk shall be compatible with the approved paint system, and applied in accordance with the paint manufacturers recommendations as described in the Contractors submittal

The following coatings shall be applied prior to the application of the caulk. Stripe coat of organic zinc primer, full coat of organic zinc primer, intermediate epoxy stripe coat, full coat of epoxy intermediate, full coat of urethane finish. Apply caulk after the urethane has dried for top coating. After the caulk has been applied it shall be allowed to dry to coat according the manufacturer's written recommendations and a stripe coat of urethane applied to all areas of caulking.

Alternatively, as directed by the Engineer, apply the caulking after the intermediate coat has dried for overcoating. After the caulking has dried according to the manufacturer's written recommendations, apply the urethane finish over the caulking and intermediate coat.

1. All vertical, diagonal and horizontal lapping members shall be caulked along the top and sides. The bottom shall remain open for drainage.
2. Locations where pack rust was removed leaving a gap between two steel surfaces shall also be caulked. Locations greater than ¼ inch in depth shall be filled with a closed cell backer rod in accordance with the caulking manufacturer's instructions prior to the application of the caulk.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

Basis of Payment. This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

Appendix 1 – Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Ferrous Metallic Abrasive
- SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- SSPC-PA 17, Procedure for Determining Conformance to Steel Profile/Surface Roughness/Peak Count Requirements
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 2, Hand Tool Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP WJ-4, Waterjet Cleaning of Metals – Light Cleaning
- SSPC-SP 15, Commercial Grade Power Tool Cleaning
- SSPC-SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting
- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

5. **Containment and Disposal of NON-Lead Paint cleaning Residues**

Effective: November 25, 2004

Revised: April 22, 2016

Description. This work shall consist of the containment, collection, temporary storage, transportation and disposal of waste from non-lead paint removal projects. Waste requiring containment and control includes, but is not limited to, old paint, spent abrasives, corrosion products, mill scale, dirt, dust, grease, oil, and salts.

General. This specification provides the requirements for the control of paint removal waste when the existing coatings do not contain lead. If the coatings contain lead, use specification "Containment and Disposal of Lead Paint Cleaning Residues." The Contractor shall take reasonable and appropriate precautions to protect the public from the inhalation or ingestion of dust and debris from their paint removal and cleanup operations and is responsible for the clean-up of all spills of waste at no additional cost to the Department.

The Contractor shall comply with the requirements of this Specification and all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), and Illinois Environmental Protection Agency (IEPA). The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or Local regulation is more restrictive than the requirements of this Specification, the more restrictive requirements shall prevail.

Submittals. The Contractor shall submit for Engineer review and acceptance, the following drawings and plans for accomplishing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) **Containment Plans.** The containment plans shall include drawings, equipment specifications, and calculations (e.g., wind load). The plans shall include copies of the manufacturer's specifications for the containment materials and equipment that will be used to accomplish containment and ventilation.

When required by the contract plans, the containment submittal shall provide calculations that assure the structural integrity of the bridge when it supports the containment and the calculations and drawings shall be signed and sealed by a Structural Engineer licensed in the state of Illinois.

When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise noted in the plans, the Contractor is responsible for follow up contact with the agencies, and shall provide evidence that the railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

- b) **Waste Management Plan.** The Waste Management Plan shall address all aspects of handling, storage, testing, hauling and disposal of all project waste, including waste water. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis.
- c) **Contingency Plan.** The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the plans does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all of the QC monitoring inspections that are undertaken. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of its own and to comply with all requirements of this Specification.

Containment Requirements. The Contractor shall install and maintain containment systems surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.

The Contractor shall provide drawings showing the containment system and indicating the method(s) of supporting the working platforms and containment materials to each other and to the bridge.

When directed in the contract plans, the Contractor shall submit calculations and drawings, signed and sealed by a Structural Engineer licensed in the state of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading.

When working over railroads, the Contractor shall provide evidence that the proposed clearance and the safety provisions that will be in place (e.g., flagman) are acceptable to the railroad. In the case of work over navigable waters, the Contractor shall provide evidence that the proposed clearance and provisions for installing or moving the containment out of navigation lanes is acceptable to authorities such as the Coast Guard and Army Corps of Engineers. The Contractor shall include plans for assuring that navigation lighting is not obscured, or if it is obscured, that temporary lighting is acceptable to the appropriate authorities (e.g., Coast Guard) and will be utilized.

Engineer review and acceptance of the drawings and calculations shall not relieve the Contractor from the responsibility for the safety of the working platforms and containment. After the work platforms and containment materials are erected additional measures may be needed to ensure worker safety according to OSHA regulations. The Contractor shall institute such measures at no additional cost to the Department.

Containment for the cleaning operation of this contract is defined as follows:

- The containment system shall confine emissions of dust and debris to the property line.
- The containment systems shall comply with the specified SSPC Guide 6 classifications, as applicable, as presented in Table 1 for the method of paint removal utilized.

The Contractor shall take appropriate action to avoid personnel injury or damage to the structure from the installation and use of the containment system. If the Engineer determines that there is the potential for structural damage caused by the installed containment system, the Contractor shall take appropriate action to correct the situation.

The containment systems shall also meet the following requirements:

a) Dry Abrasive Blast Cleaning - (SSPC Class 2A)

The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces. Flapping edges of containment materials are prohibited and the integrity of all containment materials shall be maintained for the duration of the project.

When the location of the work on the bridge, or over lane closures permit, the blast enclosure shall extend a minimum of 3 ft (1 m) beyond the limits of surface preparation to allow the workers to blast away from, rather than into the seam between the containment and the structure.

b) Vacuum Blast Cleaning

Vacuum blasting equipment shall be fully automatic and capable of cleaning and recycling the abrasive. The system shall be designed to deliver cleaned, recycled blasting abrasives and provide a closed system containment during blasting. The removed coating, mill scale, and corrosion shall be separated from the abrasive, and stored for disposal. No additional containment is required but escaping abrasive, paint chips, and debris shall be cleaned from the work area at the end of each day.

c) Power Tool Cleaning (SSPC-Class 3P)

The Contractor shall use containment materials (e.g., tarpaulins) to capture removed paint chips, rust, mill scale and other debris.

d) Vacuum-Shrouded Power Tool Cleaning/Hand Tool Cleaning

The Contractor shall utilize hand tools or power tools equipped with vacuums and High Efficiency Particulate Air (HEPA) filters. No additional containment is required but escaping and paint chips and debris shall be cleaned from the work area at the end of each day.

e) Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint (SSPC Class 4W)

Water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture paint chips and debris. Collection of the water is not required. Mesh containment materials that capture paint chips and debris while allowing the water to pass through shall have openings a maximum of 25 mils (625 microns) in greatest dimension.

f) Water Washing

Water washing of the bridge for the purpose of removing chalk, dirt, grease, oil, bird nests, and other surface debris can be performed without additional containment provided paint chips and removed debris are removed and collected prior to washing or are cleaned from the site after cleaning is completed each day. At the Contractor's option, SSPC Class 4W permeable containment materials described above under "Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint" can be used to collect the debris while the washing is underway.

Environmental Controls

- a) Cleanliness of ground and water. At the end of each workday at a minimum, the work area outside of containment, including any ground tarpaulins that are used, shall be inspected to verify that paint removal debris (e.g., paint chips, abrasives, rust, etc.) is not present. If debris is observed, it shall be removed by hand, shoveling, sweeping, or vacuuming.

Upon project completion, the ground and water in and around the project site are considered to have been properly cleaned if paint chips, paint removal media (e.g., spent abrasives), fuel, materials of construction, litter, or other project debris have been removed, even if the material being cleaned was a pre-existing condition.

- b) Visible Emissions. Emissions of dust and debris from the project shall not extend beyond the property line. If unacceptable visible emissions or releases beyond the property line are observed, the Contractor shall immediately shut down the emission-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

Hygiene Facilities/Protective Clothing. The Contractor shall provide clean lavatory and hand washing facilities according to OSHA regulations and make them available to IDOT project personnel.

The Contractor shall provide IDOT project personnel with all required protective clothing and equipment, including disposal or cleaning. Clothing and equipment includes but is not limited to disposable coveralls with hood, booties, disposable surgical gloves, hearing protection, and safety glasses. The protective clothing and equipment shall be provided and maintained on the job site for the exclusive,

continuous and simultaneous use by the IDOT personnel. This equipment shall be suitable to allow inspection access to any area in which work is being performed.

Site Emergencies.

- a) Stop Work. The Contractor shall stop work at any time the conditions are not within specifications and take the appropriate corrective action. The stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at the Contractor's expense. The occurrence of the following events shall be reported in writing to IDOT and shall require the Contractor to automatically stop paint removal and initiate cleanup activities.

- Break in containment barriers.
- Visible emissions in excess of the specification tolerances
- Serious injury within the containment area.
- Fire or safety emergency
- Respiratory system failure
- Power failure

- b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures during paint removal and painting processes. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency. The Contractor shall post the telephone numbers and locations of emergency services including fire, ambulance, doctor, hospital, police, power company and telephone company.

A two-way radio, or equal, as approved by the Engineer, capable of summoning emergency assistance shall be available at each bridge during the time the Contractor's personnel are at the bridge site under this contract. The following emergency response equipment described in the contingency plan (generic form attached) shall be available during this time as well: an appropriate portable fire extinguisher, a 55 gal (208 L) drum, a 5 gal (19 L) pail, a long handled shovel, absorbent material (one bag).

A copy of the contingency plan shall be maintained at each bridge during cleaning operations and during the time the Contractor's personnel are at the bridge site under this contract. The Contractor shall designate the emergency coordinator(s) required who shall be responsible for the activities described.

An example of a contingency plan is included at the end of this Special Provision.

Collection, Temporary Storage, Transportation and Disposal of Waste.

All surface preparation/paint residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. The storage area shall be secure to prevent unauthorized entry or tampering with the containers. Acceptable measures include storage within a fully enclosed (e.g., fenced in) and locked area, within a temporary building, or implementing other reasonable means to reduce the possibility of vandalism or exposure of the waste to the public or the environment (e.g., chains and locks to secure the covers of roll-off boxes). Waste shall not be stored outside of the containers.

No residues shall remain on uncontained surfaces overnight. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Flammable materials shall not be stored around or under any bridge structures.

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for testing within the first week of the project, with the results due back to the Engineer within 10 days. Testing shall be considered included in the pay item for "Containment and Disposal of Non-Lead Paint Cleaning Residues." Copies of the test results shall be provided to the Engineer prior to shipping the waste. If the waste tests hazardous, the Contractor shall comply with all provision of "Collection, Temporary Storage, Transportation and Disposal of Waste" found in specification "Containment and Disposal of Lead Paint Cleaning Residues," except additional costs will be paid for according to Article 109.04.

If the waste is found to be non-hazardous as determined by TCLP testing, the waste shall be classified as a non-hazardous special waste, transported by a licensed waste transporter, and disposed of at an IEPA permitted disposal facility in Illinois.

The waste shall be shipped to the disposal facility within 90 days of the first accumulation of the waste in the containers. When permitted by the Engineer, waste from multiple bridges in the same contract may be transported by the Contractor to a central waste storage location(s) approved by the Engineer in order to consolidate the material for pick up, and to minimize the storage of waste containers at multiple remote sites after demobilization. Arrangements for the final waste pickup shall be made with the waste hauler by the time blast cleaning operations are completed or as required to meet the 90-day limit stated above.

All other project waste shall be removed from the site according to Federal, State and Local regulations, with all waste removed from the site prior to final Contractor demobilization.

The Contractor shall make arrangements to have other hazardous waste, which he/she generates, such as used paint solvent, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes with cleaning residue wastes. All waste streams shall be stored in separate containers.

The Contractor is responsible for the payment of any fines and undertaking any cleanup activities mandated by State or federal environmental agencies for improper waste handling, storage, transportation, or disposal.

Basis of Payment. The containment, collection, temporary storage, transportation, testing and disposal of all project waste, and all other work described herein will be paid for at the contract lump sum price for CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES at the designated location. Payment will not be authorized until all requirements have been fulfilled as described in this specification, including the submittal of waste test results, and disposal of all waste.

Table 1
Containment Criteria for Removal of Paint and Other Debris¹

Removal Method	SSPC Class²	Containment Material Flexibility	Containment Material Permeability³	Containment Support Structure	Containment Material Joints
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/o Vacuum ⁵	3P	Rigid or Flexible	Permeable	Minimal	Partially Sealed
Water Jetting, Wet Abrasive Blast ⁶	4W	Flexible	Permeable	Flexible or Minimal	Partially Sealed
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7
Open Abrasive Blast Cleaning ⁸	2A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4

Table 1 (Continued) Containment Criteria for Removal of Paint and Other Debris ¹					
Removal Method	SSPC Class ²	Containment Entryway	Ventilation System Required	Negative Pressure Required	Exhaust Filtration Required
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/o Vacuum ⁵	3P	Open Seam	No	No	No
Water Jetting, Wet Abrasive Blast ⁶	4W	Open Seam	No	No	No
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7
Open Abrasive Blast Cleaning ⁸	2A	Resealable or Overlap	Yes	Yes	Yes
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4

Notes:

¹This table provides general design criteria only. It does not guarantee that specific controls over emissions will occur because unique site conditions must be considered in the design. Other combinations of materials may provide controls over emissions equivalent to or greater than those combinations shown above.

²The SSPC Classification is based on SSPC Guide 6.

³Permeability addresses both air and water as appropriate. In the case of water removal methods, the containment materials must be resistant to water. When ground covers are used they shall be of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up.

⁴Containment is not required provided paint chips and debris are removed from the ground and surfaces in and around the worksite at the end of each day. Ground tarpaulins can be used to simplify the cleanup. At the Contractor's option, permeable containment materials may be suspended under the work area to capture the debris at the time of removal. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils or less in greatest dimension.

⁵This method involves open power tool cleaning. The containment consists of permeable materials suspended beneath the work area to capture debris. As an option, if the work is close to the ground or bridge deck, ground covers can be used to capture the paint chips and debris for proper disposal.

⁶This method involves water jetting (with and without abrasive) and wet abrasive blast cleaning where the goal is to remove paint. Permeable containment materials are used to capture removed paint chips, debris, and abrasives (in the case of wet abrasive blast cleaning) while allowing the water to pass through. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils (625 microns) or less in greatest dimension.

⁷Chips and debris can be removed from the ground at the end of each shift, or the Contractor can install a Class 4W containment in the work area to collect the debris while allowing the water to pass through (see note 6)

⁸This method involves dry abrasive blast cleaning. Dust and debris shall not be permitted to escape from the containment.

Containment Components - The basic components that make up containment systems are defined below. The components are combined in Table 1 to establish the minimum containment system requirements for the method(s) of paint removal specified for the Contract.

1. Rigidity of Containment Materials - Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. When directed by the Engineer, do not use flexible materials for horizontal surfaces directly over traffic lanes or vertical surfaces in close proximity to traffic lanes. If the Engineer allows the

use of flexible materials, the Contractor shall take special precautions to completely secure the materials to prevent any interference with traffic.

2. Permeability of Containment Materials - The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Water permeable materials allow the water to pass through. Chemical resistant materials are those resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.
3. Support Structure - Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Use fire retardant materials in all cases.
4. Containment Joints - Fully sealed joints require that mating surfaces between the containment materials and to the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. When materials are overlapped, a minimum overlap of 8 in. (200 mm) is required.
5. Entryway - An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.
6. Mechanical Ventilation - The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible according to OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area.
7. Negative Pressure - When specified, achieve a minimum of 0.03 in.(7.5 mm) water column (W.C.) relative to ambient conditions, or confirm through visual assessments for the concave appearance of the containment enclosure.
8. Exhaust Ventilation - When mechanical ventilation systems are specified, provide filtration of the exhaust air, to achieve a filtration efficiency of 99.9 percent at 0.5 microns.

CONTINGENCY PLAN
 FOR
 NON-LEAD BASED PAINT REMOVAL PROJECTS

Bridge No.: _____

Location: _____

Note:

1. A copy of this plan must be kept at the bridge while the Contractor's employees are at the site.
2. A copy of the plan must be mailed to the police and fire departments and hospital identified herein.

Primary Emergency Coordinator

Name: _____

Address: _____

City: _____

Phone: (Work) _____
 (Home) _____

Alternate Emergency Coordinator

Name: _____

Address: _____

City: _____

Phone: (Work) _____
 (Home) _____

Emergency Response Agencies

POLICE:

1. State Police (if bridge not in city) Phone: _____
 District No. _____
 Address: _____
2. County Sheriff Phone: _____
 County: _____
 Address: _____
3. City Police _____ Phone: _____
 District No. _____
 Address: _____

Arrangements made with police: (Describe arrangements or refusal by police to make arrangements):

FIRE:

1. City _____ Phone: _____
 Name: _____
 Address: _____
2. Fire District ____ Phone: _____
 Name: _____
 Address: _____
3. Other _____ Phone: _____
 Name: _____
 Address: _____

Arrangements made with fire departments: (Describe arrangements or refusal by fire departments to make arrangements):

HOSPITAL:

Name: _____ Phone: _____
 Address: _____

Arrangements made with hospital: (Describe arrangements or refusal by hospital to make arrangements):

Properties of waste and hazard to health:

Places where employees working:

Location of Bridge:

Types of injuries or illness which could result:

Appropriate response to release of waste to the soil:

Appropriate response to release of waste to surface water:

Emergency Equipment at Bridge

Emergency Equipment List	Location of Equipment	Description of Equipment	Capability of Equipment
1. Two-way radio	Truck		Communication
2. Portable Fire Extinguisher	Truck		Extinguishes Fire
3. Absorbent Material	Truck		Absorbs Paint or Solvent Spills
4. Hand Shovel	Truck		Scooping Material
5. 208 L (55 Gallon) Drum	Truck		Storing Spilled Material
6. 19 L (5 Gallon) Pail	Truck		Storing Spilled Material

Emergency Procedure

1. Notify personnel at the bridge of the emergency and implement emergency procedure.
2. Identify the character, source, amount and extent of released materials.
3. Assess possible hazards to health or environment.
4. Contain the released waste or extinguish fire. Contact the fire department if appropriate.
5. If human health or the environment is threatened, contact appropriate police and fire department. In addition, the Emergency Services and Disaster Agency needs to be called using their 24-hour toll free number (800-782-7860) and the National Response Center using their 24-hour toll free number (800-824-8802).
6. Notify the Engineer that an emergency has occurred.
7. Store spilled material and soil contaminated by spill, if any, in a drum or pail. Mark and label the drum or pail for disposal.
8. Write a full account of the spill or fire incident including date, time, volume, material, and response taken.
9. Replenish stock of absorbent material or other equipment used in response.

IDOT District One - Special Provisions

1. Temporary Information Signing

Effective: November 13, 1996

Revised: January 29, 2020

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing bridges, sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs and/or structures due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Method of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

2. KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003

Revised: August 10, 2017

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Engineer seventy-two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from
6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ \$1,000 minimum

Two lanes blocked = \$ \$2,500 minimum

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

BDE SPECIAL PROVISIONS
For the January 20, 2023 and March 10, 2023 Lettings

The following special provisions indicated by a “check mark” are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐ Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐ Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐ Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4	☐ Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐ Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6	☐ Blended Finely Divided Minerals	April 1, 2021	
*	80241	7	☐ Bridge Demolition Debris	July 1, 2009	
*	50531	8	☐ Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	9	☐ Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	☒ Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐ Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐ Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	☒ Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14	☐ Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15	☐ Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16	☐ Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17	☐ Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18	☐ Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	19	☐ High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	20	☐ Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438	21	☐ Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	22	☐ Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441	23	☐ Performance Graded Asphalt Binder	Jan. 1, 2023	
*	34261	24	☐ Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	25	☐ Seeding	Nov. 1, 2022	
	80340	26	☐ Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	27	☐ Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	28	☐ Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	29	☐ Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	30	☐ Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	31	☐ Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	32	☐ Traffic Spotters	Jan. 1, 2019	
*	20338	33	☐ Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	34	☐ Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	35	☐ Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	36	☐ Waterproofing Membrane System	Nov. 1, 2021	
	80302	37	☐ Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	38	☒ Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	39	☐ Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001

Revised: April 15, 2022

Description. This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces. This work also includes caulking locations designated on the plans and painting with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, shall be tested and assigned a MISTIC approval number before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not allowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

<u>Item</u>	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer	1008.05
(d) Epoxy/ Aliphatic Urethane	1008.05
(e) Penetrating Sealer (Note 1)	
(f) Moisture Cured Zinc Rich Urethane Primer (Note 2)	
(g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)	
(h) Moisture Cured Penetrating Sealer (Note 3)	
(i) Caulk (Polyurethane Joint Sealant)	1050.04

Note 1: The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:

- (a) The volume solids shall be 98 percent (plus or minus 2 percent).
- (b) Shall be clear or slightly tinted color.

Note 2: These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.

Note 3: The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

Submittals. The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests, and certifications for the CAS (Coating Application Specialists) on SSPC-QP1 and QP2 projects.
- b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form, or a Contractor form (paper or electronic) that provides equivalent information.
- c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Safety Data Sheets (SDS). The Contractor shall identify the solvents proposed for solvent cleaning together with SDS.

If cleaning and painting over existing galvanized surfaces are specified, the plan shall address surface preparation, painting, and touch up/repair of the galvanized surfaces.

The plan shall also include the methods of coating application and equipment to be utilized.

If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

- e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely affect the performance of the coating system.

The paint manufacturer's most recent application and thinning instructions, SDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application.

A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its drying period, the maximum recoat time for each coat, and the steps necessary to prepare each coat for overcoating if the maximum recoat time is exceeded.

- f) Abrasives. Abrasives to be used for abrasive blast cleaning, including SDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.
- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.
- h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Contractor Qualifications. Unless indicated otherwise on the contract plans, for non lead abatement projects, the painting Contractor shall possess current SSPC–QP1 certification. Unless indicated otherwise on the plans, for lead abatement projects the Contractor shall also possess current SSPC-QP2 certification. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to ensure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form to record the results of quality control tests. Alternative forms (paper or electronic) will be allowed provided they furnish equivalent documentation as the IDOT form, and they are accepted as part of the QC Program submittal. The completed reports shall be turned into the Engineer before work resumes the following day. The Engineer or designated representative will sign the report. The signature is an acknowledgment that the report has been received, but should not be construed as an agreement that any of the information documented therein is accurate.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dryspray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification of Society of Protective Coatings (SSPC) BCI certified, National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 - Certified, and shall provide evidence of successful inspection of 3 bridge projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and experience shall be provided. References for experience shall be provided and shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment with current calibration certifications to perform the QC inspections. Equipment shall include the following at a minimum:

- Sling psychrometer or digital psychrometer for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts. In the event of a conflict between readings with the sling psychrometer and the digital psychrometer, the readings with the sling psychrometer shall prevail.
- Surface temperature thermometer
- SSPC Visual Standards VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning; SSPC-VIS 3, Visual Standard for Power and Hand-Tool Cleaned Steel; SSPC-VIS 4, Guide and Reference Photographs for Steel Prepared by Water Jetting, and/or SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning, as applicable.
- Test equipment for determining abrasive cleanliness (oil content and water-soluble contaminants) according to SSPC abrasive specifications AB1, AB2, and AB3.
- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required for projects in which the existing coating is being feathered and tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Micrometer compliant with Method C of ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel, or digital profile depth micrometer compliant with ASTM D4417, Method B. In the event of a conflict between measurements with the two instruments on abrasive blast cleaned steel, the results with the Testex Tape shall prevail. Note that for measuring the profile of steel power tool cleaned to SSPC-SP15, Commercial Grade Power Tool Cleaning, the digital profile depth micrometer shall be used.
- Bresle Cell Kits or CHLOR*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- Blotter paper for compressed air cleanliness checks
- Type 2 Electronic Dry Film Thickness Gage per SSPC - PA2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- Standards for verifying the accuracy of the dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The accuracy of the instruments shall be verified by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

Hold Point Notification. Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent lifelines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall prevention is not provided (e.g., guardrails are not provided), the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility (e.g., platform) is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas both inside and outside the containment where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot-candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot-candles (215 LUX). General work area illumination outside the containment shall be employed at the discretion of the Engineer and shall be at least 5 foot-

candles. The exterior lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, and inspection personnel.

Surface Preparation and Painting Equipment. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

Test Sections. Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

Protective Coverings and Damage. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained

wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for acceptance prior to starting the work. Acceptance by the Engineer shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

- a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.
- b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Only indirect fired heating equipment shall be used to prevent the introduction of moisture and carbon monoxide into the containment. The heating unit(s) shall be ventilated to the outside of the containment. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.
- c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Compressed Air Cleanliness. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT). The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

- a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP WJ-4. There are no restrictions on the presence of flash rusting of bare steel after cleaning. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose coating, loose mill scale, loose rust and other corrosion products, and other foreign matter. Water cleaning shall be supplemented with scrubbing as necessary to remove the surface contaminants. . The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing coating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning or abrasive blast cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning or abrasive blast cleaning without approval of the washing and solvent cleaning may be rejected by the Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

- b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating." The wash water does not need to be collected, but paint chips, insect and animal nests, bird droppings and other foreign matter shall be collected for proper disposal. If the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.
- c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor chooses to use water cleaning, the above provisions for water cleaning of lead and non-lead coatings apply as applicable, including collection and disposal of the waste.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal. Cleaning can be accomplished by wet or dry methods.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

- d) **Water Cleaning Between Coats.** When foreign matter has accumulated on a newly applied coat, washing and scrubbing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. When caulking is specified, all rust shall be removed to a surface depth as directed by the Engineer to accommodate the approved sealant. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges in the steel, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work. If surface preparation reveals holes or section loss, or creates holes in the steel, the Contractor shall notify the Engineer. Whenever possible, the Department will require that the primer be applied to preserve the area, and allow work to proceed, with repairs and touch up performed at a later date.

Surface Preparation (HOLD POINT). One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation." The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact after cleaning if it cannot be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

- a) **Limited Access Areas:** A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be supplemented with other commercially available equipment, such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer.

- b) **Near-White Metal Blast Cleaning:** This surface preparation shall be accomplished according to the requirements of Near-White Metal Blast Cleaning SSPC-SP 10. Unless otherwise specified in the contract, the designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near-White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between the steel and rivets or bolts/washers/nuts, and between plates. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor shall be added to the supply water and/or rinse water to prevent flash rusting. With the submittals, the Contractor shall provide a sample of the proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products and that the life of the coating system will not be reduced due to the use of the inhibitor. The surfaces shall be allowed to completely dry before the application of any coating.

- c) **Commercial Grade Power Tool Cleaning:** This surface preparation shall be accomplished according to the requirements of SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned

surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near-White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

- d) **Power Tool Cleaning – Modified SP3:** This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools, even if the material is tight.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.

- e) **Power Tool Cleaning of Shop Coated Steel:** When shop-coated steel requires one or more coats to be applied in the field, the surface of the shop coating shall be cleaned as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating." If the damage is to a fully applied shop system, water cleaning is not required unless stipulated in the contract. Damaged areas of shop coating shall be spot cleaned according to Power Tool Cleaning - Modified SSPC-SP3. If the damage extends to the substrate, spot cleaning shall be according to SSPC-SP15. The edges of the coating surrounding all spot repairs shall be feathered.
- f) **Galvanized Surfaces:** If galvanized surfaces are specified to be painted, they shall be prepared by brush-off blast cleaning in accordance with SSPC-SP 16 or by using proprietary solutions that are specifically designed to clean and etch (superficially roughen) the galvanized steel for painting. If cleaning and etching solutions are selected, the Contractor shall submit the manufacturer's technical product literature and SDS for Engineer's review and written acceptance prior to use.

Abrasives. Unless otherwise specified in the contract, when abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and that recyclable steel grit abrasives meet SSPC-AB3. Tests to confirm the cleanliness of new abrasives (oil and water-soluble contamination) shall be performed by the Contractor according to the requirements and frequencies of SSPC-AB1 and SSPC-AB3, as applicable. On a daily basis, the Contractor shall verify that recycled abrasives are free of oil and water-soluble contamination by conducting the tests specified in SSPC-AB2.

All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low-pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

Surface Profile (HOLD POINT). The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 4.5 mils (38 to 114 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for SSPC-SP15 power tool cleaned surfaces shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by abrasive blast cleaning shall be determined by replica tape or digital profile depth micrometer according to SSPC-PA 17 at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable profile measurements shall be further tested to determine the limits of the deficient area. When replica tape is used, it shall be attached to the daily report. In the event of a conflict between measurements taken with the replica tape and digital profile depth micrometer, the measurements with the replica tape shall prevail.

The surface profile produced by power tools to SSPC-SP15, shall be measured using the digital profile depth micrometer only. Replica tape shall not be used.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to ensure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

Soluble Salt Remediation (HOLD POINT). The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces to levels below 7 micrograms per square centimeter. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers. Surfaces shall be tested for chlorides at a frequency of five tests per bearing line or fascia beam, with tests performed on both the beams and diaphragms/cross-frames at expansion joints.

Methods of chloride removal may include, but are not limited to, hand washing, steam cleaning, or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than $7\mu\text{g/sq cm}$ as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than $7\mu\text{g/sq cm}$ are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned. SSPC-SP15, Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

Surface Condition Prior to Painting (HOLD POINT). Prepared surfaces shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

General Paint Requirements. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, if a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

- a) **Paint Storage and Mixing.** All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used.

The Contractor shall only use batches of material that have an IDOT MISTIC approval number. For multi-component materials, the batch number from one component is tested with specific batch numbers from the other component(s). Only the same batch number combinations that were tested and approved shall be mixed together for use.

Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted and the container may have been unopened.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, paint buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

- b) **Application Methods.** Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

- c) **Field Touch Up of Shop-Coated Steel.** After cleaning, rusted and damaged areas of shop-primed inorganic zinc shall be touched up using epoxy mastic. Damaged areas of shop-applied intermediate shall be touched-up using the same intermediate specified for painting the existing structure. Following touch up, the remaining coats (intermediate and finish, or finish only, depending on the number of coats applied in the shop) shall be the same materials specified for painting the existing structure. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied before the application of the full intermediate coat in order to prevent pinholing and bubbling.
- d) **Recoating and Film Continuity (HOLD POINT for each coat).** Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. The coating shall be considered to be too cured for recoating based on the maximum recoat times stipulated by the coating manufacturer. If the maximum recoat times are exceeded, written instructions from the manufacturer for preparing the surface to receive the next coat shall be provided to the Engineer. Surface preparation and application shall not proceed until the recommendations are accepted by the Engineer in writing. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited

to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application. Dry spray on the surface of previous coats shall be removed prior to the application of the next coat.

Paint Systems. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush or spray, but if applied by spray, it shall be followed immediately by brushing to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to assure complete coverage of crevices and to build additional thickness on edges and surface irregularities. If the use of the brush on edges pulls the coating away, brushing of edges can be eliminated, provided the additional coverage is achieved by spray. Measurement of stripe coat thickness is not required, but the Contractor shall visually confirm that the stripe coats are providing the required coverage.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

The thicknesses of each coat as specified below shall be measured according to SSPC-PA2, using Coating Thickness Restriction Level 3 (spot measurements 80% of the minimum and 120% of the maximum, provided the entire area complies with the specified ranges).

- a) System 1 – OZ/E/U – for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows:
 - One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

- b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- c) System 3 – EM/EM/AC – for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows:
- One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.

- One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.
- A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

- d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- e) System 5 – MCU – for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The Contractor shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows:

- One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

- f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The Contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.
- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

Application of Paint System over Galvanizing: If galvanized surfaces are present and specified to be painted, the Contractor shall apply one of the following as designated on the plans:

- A 2-coat system consisting of a full aluminum epoxy mastic coat and a full waterborne acrylic finish coat from System 3. If red rust is visible, rusted areas shall be spot primed with aluminum epoxy mastic prior to the application of the full coat of aluminum epoxy mastic.

- A 2-coat system consisting of a full epoxy coat and a full urethane coat from System 1. If red rust is visible, rusted areas shall be spot primed with organic zinc prior to the application of the full coat of epoxy.

Surface Preparation and Painting of Galvanized Fasteners: The Contractor shall prepare all fasteners (i.e., galvanized nuts, bolts, etc.) by power tool cleaning in accordance with SSPC-SP 2 or SSPC-SP3 to remove loose material. Following hand/power tool cleaning and prior to painting, the surfaces shall be solvent cleaned according to SSPC-SP 1. Slight stains of torqueing compound dye may remain after cleaning provided the dye is not transferred to a cloth after vigorous rubbing is acceptable. If any dye is transferred to a cloth after vigorous rubbing, additional cleaning is required.

The fasteners shall be coated with one coat of an aluminum epoxy mastic meeting the requirements of Article 1008.03 and the same acrylic or urethane topcoat specified above for use on galvanized members.

Repair of Damage to New Coating System and Areas Concealed by Containment. The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. The process for completing the repairs shall be included in the submittals. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to SSPC-SP15 Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning – Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. For damaged galvanizing, the first coat shall be aluminum epoxy mastic. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

Special Instructions.

- At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

CODE U (for field applied System 3 or System 4).

CODE Z (for field applied System 1 or System 2).

CODE AA (for field applied System 5 or System 6).

This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

- b) All surfaces painted inadvertently shall be cleaned immediately.
- c) Caulking complex structures. Pack rust shall be removed prior to the application of the approved sealant as per the Laminar and Stratified Rust article of this special provision. Chloride shall be remediated as specified elsewhere in this provision. The caulk shall be compatible with the approved paint system, and applied in accordance with the paint manufacturers recommendations as described in the Contractors submittal

The following coatings shall be applied prior to the application of the caulk. Stripe coat of organic zinc primer, full coat of organic zinc primer, intermediate epoxy stripe coat, full coat of epoxy intermediate, full coat of urethane finish. Apply caulk after the urethane has dried for top coating. After the caulk has been applied it shall be allowed to dry to coat according the manufacturer's written recommendations and a stripe coat of urethane applied to all areas of caulking.

Alternatively, as directed by the Engineer, apply the caulking after the intermediate coat has dried for overcoating. After the caulking has dried according to the manufacturer's written recommendations, apply the urethane finish over the caulking and intermediate coat.

1. All vertical, diagonal and horizontal lapping members shall be caulked along the top and sides. The bottom shall remain open for drainage.
2. Locations where pack rust was removed leaving a gap between two steel surfaces shall also be caulked. Locations greater than ¼ inch in depth shall be filled with a closed cell backer rod in accordance with the caulking manufacturer's instructions prior to the application of the caulk.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

Basis of Payment. This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification,

including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

Appendix 1 – Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Ferrous Metallic Abrasive
- SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- SSPC-PA 17, Procedure for Determining Conformance to Steel Profile/Surface Roughness/Peak Count Requirements
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 2, Hand Tool Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP WJ-4, Waterjet Cleaning of Metals – Light Cleaning
- SSPC-SP 15, Commercial Grade Power Tool Cleaning
- SSPC-SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting
- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES

Effective: November 25, 2004

Revised: April 22, 2016

Description. This work shall consist of the containment, collection, temporary storage, transportation and disposal of waste from non-lead paint removal projects. Waste requiring containment and control includes, but is not limited to, old paint, spent abrasives, corrosion products, mill scale, dirt, dust, grease, oil, and salts.

General. This specification provides the requirements for the control of paint removal waste when the existing coatings do not contain lead. If the coatings contain lead, use specification "Containment and Disposal of Lead Paint Cleaning Residues." The Contractor shall take reasonable and appropriate precautions to protect the public from the inhalation or ingestion of dust and debris from their paint removal and clean up operations and is responsible for the clean-up of all spills of waste at no additional cost to the Department.

The Contractor shall comply with the requirements of this Specification and all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), and Illinois Environmental Protection Agency (IEPA). The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or Local regulation is more restrictive than the requirements of this Specification, the more restrictive requirements shall prevail.

Submittals. The Contractor shall submit for Engineer review and acceptance, the following drawings and plans for accomplishing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Containment Plans. The containment plans shall include drawings, equipment specifications, and calculations (e.g., wind load). The plans shall include copies of the manufacturer's specifications for the containment materials and equipment that will be used to accomplish containment and ventilation.

When required by the contract plans, the containment submittal shall provide calculations that assure the structural integrity of the bridge when it supports the containment and the calculations and drawings shall be signed and sealed by a Structural Engineer licensed in the state of Illinois.

When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise noted in the plans, the Contractor is responsible for follow up contact with the agencies, and shall provide evidence that the railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

- b) **Waste Management Plan.** The Waste Management Plan shall address all aspects of handling, storage, testing, hauling and disposal of all project waste, including waste water. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis.
- c) **Contingency Plan.** The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the plans does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all of the QC monitoring inspections that are undertaken. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of its own and to comply with all requirements of this Specification.

Containment Requirements. The Contractor shall install and maintain containment systems surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are

used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.

The Contractor shall provide drawings showing the containment system and indicating the method(s) of supporting the working platforms and containment materials to each other and to the bridge.

When directed in the contract plans, the Contractor shall submit calculations and drawings, signed and sealed by a Structural Engineer licensed in the state of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading.

When working over railroads, the Contractor shall provide evidence that the proposed clearance and the safety provisions that will be in place (e.g., flagman) are acceptable to the railroad. In the case of work over navigable waters, the Contractor shall provide evidence that the proposed clearance and provisions for installing or moving the containment out of navigation lanes is acceptable to authorities such as the Coast Guard and Army Corps of Engineers. The Contractor shall include plans for assuring that navigation lighting is not obscured, or if it is obscured, that temporary lighting is acceptable to the appropriate authorities (e.g., Coast Guard) and will be utilized.

Engineer review and acceptance of the drawings and calculations shall not relieve the Contractor from the responsibility for the safety of the working platforms and containment. After the work platforms and containment materials are erected additional measures may be needed to ensure worker safety according to OSHA regulations. The Contractor shall institute such measures at no additional cost to the Department.

Containment for the cleaning operation of this contract is defined as follows:

- The containment system shall confine emissions of dust and debris to the property line.
- The containment systems shall comply with the specified SSPC Guide 6 classifications, as applicable, as presented in Table 1 for the method of paint removal utilized.

The Contractor shall take appropriate action to avoid personnel injury or damage to the structure from the installation and use of the containment system. If the Engineer determines that there is the potential for structural damage caused by the installed containment system, the Contractor shall take appropriate action to correct the situation.

The containment systems shall also meet the following requirements:

a) Dry Abrasive Blast Cleaning - (SSPC Class 2A)

The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces. Flapping edges of containment materials are prohibited and the integrity of all containment materials shall be maintained for the duration of the project. When the location of the work on the bridge, or over lane closures permit, the blast enclosure shall extend a minimum of 3 ft (1 m) beyond the limits of surface preparation to allow the workers to blast away from, rather than into the seam between the containment and the structure.

b) Vacuum Blast Cleaning

Vacuum blasting equipment shall be fully automatic and capable of cleaning and recycling the abrasive. The system shall be designed to deliver cleaned, recycled blasting abrasives and provide a closed system containment during blasting. The removed coating, mill scale, and corrosion shall be separated from the abrasive, and stored for disposal. No additional containment is required but escaping abrasive, paint chips, and debris shall be cleaned from the work area at the end of each day.

c) Power Tool Cleaning (SSPC-Class 3P)

The Contractor shall use containment materials (e.g., tarpaulins) to capture removed paint chips, rust, mill scale and other debris.

d) Vacuum-Shrouded Power Tool Cleaning/Hand Tool Cleaning

The Contractor shall utilize hand tools or power tools equipped with vacuums and High Efficiency Particulate Air (HEPA) filters. No additional containment is required but escaping and paint chips and debris shall be cleaned from the work area at the end of each day.

e) Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint (SSPC Class 4W)

Water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture paint chips and debris. Collection of the water is not required. Mesh containment materials that capture paint chips and debris while allowing the water to pass through shall have openings a maximum of 25 mils (625 microns) in greatest dimension.

f) Water Washing

Water washing of the bridge for the purpose of removing chalk, dirt, grease, oil, bird nests, and other surface debris can be performed without additional containment provided paint chips and removed debris are removed and collected prior to washing or are cleaned from

the site after cleaning is completed each day. At the Contractor's option, SSPC Class 4W permeable containment materials described above under "Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint" can be used to collect the debris while the washing is underway.

Environmental Controls

- a) Cleanliness of ground and water. At the end of each workday at a minimum, the work area outside of containment, including any ground tarpaulins that are used, shall be inspected to verify that paint removal debris (e.g., paint chips, abrasives, rust, etc.) is not present. If debris is observed, it shall be removed by hand, shoveling, sweeping, or vacuuming.

Upon project completion, the ground and water in and around the project site are considered to have been properly cleaned if paint chips, paint removal media (e.g., spent abrasives), fuel, materials of construction, litter, or other project debris have been removed, even if the material being cleaned was a pre-existing condition.

- b) Visible Emissions. Emissions of dust and debris from the project shall not extend beyond the property line. If unacceptable visible emissions or releases beyond the property line are observed, the Contractor shall immediately shut down the emission-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

Hygiene Facilities/Protective Clothing. The Contractor shall provide clean lavatory and hand washing facilities according to OSHA regulations and make them available to IDOT project personnel.

The Contractor shall provide IDOT project personnel with all required protective clothing and equipment, including disposal or cleaning. Clothing and equipment includes but is not limited to disposable coveralls with hood, booties, disposable surgical gloves, hearing protection, and safety glasses. The protective clothing and equipment shall be provided and maintained on the job site for the exclusive, continuous and simultaneous use by the IDOT personnel. This equipment shall be suitable to allow inspection access to any area in which work is being performed.

Site Emergencies.

- a) Stop Work. The Contractor shall stop work at any time the conditions are not within specifications and take the appropriate corrective action. The stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at the Contractor's expense. The occurrence of the following events shall be reported in writing to IDOT and shall require the Contractor to automatically stop paint removal and initiate clean up activities.

- Break in containment barriers.
- Visible emissions in excess of the specification tolerances.

- Serious injury within the containment area.
- Fire or safety emergency
- Respiratory system failure
- Power failure

- b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures during paint removal and painting processes. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency. The Contractor shall post the telephone numbers and locations of emergency services including fire, ambulance, doctor, hospital, police, power company and telephone company.

A two-way radio, or equal, as approved by the Engineer, capable of summoning emergency assistance shall be available at each bridge during the time the Contractor's personnel are at the bridge site under this contract. The following emergency response equipment described in the contingency plan (generic form attached) shall be available during this time as well: an appropriate portable fire extinguisher, a 55 gal (208 L) drum, a 5 gal (19 L) pail, a long handled shovel, absorbent material (one bag).

A copy of the contingency plan shall be maintained at each bridge during cleaning operations and during the time the Contractor's personnel are at the bridge site under this contract. The Contractor shall designate the emergency coordinator(s) required who shall be responsible for the activities described.

An example of a contingency plan is included at the end of this Special Provision.

Collection, Temporary Storage, Transportation and Disposal of Waste.

All surface preparation/paint residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. The storage area shall be secure to prevent unauthorized entry or tampering with the containers. Acceptable measures include storage within a fully enclosed (e.g., fenced in) and locked area, within a temporary building, or implementing other reasonable means to reduce the possibility of vandalism or exposure of the waste to the public or the environment (e.g., chains and locks to secure the covers of roll-off boxes). Waste shall not be stored outside of the containers.

No residues shall remain on uncontained surfaces overnight. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Flammable materials shall not be stored around or under any bridge structures.

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for

testing within the first week of the project, with the results due back to the Engineer within 10 days. Testing shall be considered included in the pay item for "Containment and Disposal of Non-Lead Paint Cleaning Residues." Copies of the test results shall be provided to the Engineer prior to shipping the waste. If the waste tests hazardous, the Contractor shall comply with all provision of "Collection, Temporary Storage, Transportation and Disposal of Waste" found in specification "Containment and Disposal of Lead Paint Cleaning Residues," except additional costs will be paid for according to Article 109.04.

If the waste is found to be non-hazardous as determined by TCLP testing, the waste shall be classified as a non-hazardous special waste, transported by a licensed waste transporter, and disposed of at an IEPA permitted disposal facility in Illinois.

The waste shall be shipped to the disposal facility within 90 days of the first accumulation of the waste in the containers. When permitted by the Engineer, waste from multiple bridges in the same contract may be transported by the Contractor to a central waste storage location(s) approved by the Engineer in order to consolidate the material for pick up, and to minimize the storage of waste containers at multiple remote sites after demobilization. Arrangements for the final waste pickup shall be made with the waste hauler by the time blast cleaning operations are completed or as required to meet the 90-day limit stated above.

All other project waste shall be removed from the site according to Federal, State and Local regulations, with all waste removed from the site prior to final Contractor demobilization.

The Contractor shall make arrangements to have other hazardous waste, which he/she generates, such as used paint solvent, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes with cleaning residue wastes. All waste streams shall be stored in separate containers.

The Contractor is responsible for the payment of any fines and undertaking any clean up activities mandated by State or federal environmental agencies for improper waste handling, storage, transportation, or disposal.

Basis of Payment. The containment, collection, temporary storage, transportation, testing and disposal of all project waste, and all other work described herein will be paid for at the contract lump sum price for CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES at the designated location. Payment will not be authorized until all requirements have been fulfilled as described in this specification, including the submittal of waste test results, and disposal of all waste.

Table 1
Containment Criteria for Removal of Paint and Other Debris¹

Removal Method	SSPC Class²	Containment Material Flexibility	Containment Material Permeability³	Containment Support Structure	Containment Material Joints
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/o Vacuum ⁵	3P	Rigid or Flexible	Permeable	Minimal	Partially Sealed
Water Jetting, Wet Abrasive Blast ⁶	4W	Flexible	Permeable	Flexible or Minimal	Partially Sealed
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7
Open Abrasive Blast Cleaning ⁸	2A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4

Table 1 (Continued)
Containment Criteria for Removal of Paint and Other Debris¹

Removal Method	SSPC Class²	Containment Entryway	Ventilation System Required	Negative Pressure Required	Exhaust Filtration Required
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/o Vacuum ⁵	3P	Open Seam	No	No	No
Water Jetting, Wet Abrasive Blast ⁶	4W	Open Seam	No	No	No
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7
Open Abrasive Blast Cleaning ⁸	2A	Resealable or Overlap	Yes	Yes	Yes
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4

Notes:

¹This table provides general design criteria only. It does not guarantee that specific controls over emissions will occur because unique site conditions must be considered in the design. Other combinations of materials may provide controls over emissions equivalent to or greater than those combinations shown above.

²The SSPC Classification is based on SSPC Guide 6.

³Permeability addresses both air and water as appropriate. In the case of water removal methods, the containment materials must be resistant to water. When ground covers are used they shall be of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up.

⁴Containment is not required provided paint chips and debris are removed from the ground and surfaces in and around the worksite at the end of each day. Ground tarpaulins can be used to simplify the cleanup. At the Contractor's option, permeable containment materials may be suspended under the work area to capture the debris at the time of removal. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils or less in greatest dimension.

⁵This method involves open power tool cleaning. The containment consists of permeable materials suspended beneath the work area to capture debris. As an option, if the work is close to the ground or bridge deck, ground covers can be used to capture the paint chips and debris for proper disposal.

⁶This method involves water jetting (with and without abrasive) and wet abrasive blast cleaning where the goal is to remove paint. Permeable containment materials are used to capture removed paint chips, debris, and abrasives (in the case of wet abrasive blast cleaning) while allowing the water to pass through. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils (625 microns) or less in greatest dimension.

⁷Chips and debris can be removed from the ground at the end of each shift, or the Contractor can install a Class 4W containment in the work area to collect the debris while allowing the water to pass through (see note 6)

⁸This method involves dry abrasive blast cleaning. Dust and debris shall not be permitted to escape from the containment.

Containment Components - The basic components that make up containment systems are defined below. The components are combined in Table 1 to establish the minimum containment system requirements for the method(s) of paint removal specified for the Contract.

1. Rigidity of Containment Materials - Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. When directed by the Engineer, do not use flexible materials for horizontal surfaces directly over traffic lanes or vertical surfaces in close proximity to traffic lanes. If the Engineer allows the use of flexible materials, the Contractor shall take special precautions to completely secure the materials to prevent any interference with traffic.
2. Permeability of Containment Materials - The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Water permeable materials allow the water to pass through. Chemical resistant materials are those resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.
3. Support Structure - Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Use fire retardant materials in all cases.
4. Containment Joints - Fully sealed joints require that mating surfaces between the containment materials and to the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. When materials are overlapped, a minimum overlap of 8 in. (200 mm) is required.
5. Entryway - An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.

6. Mechanical Ventilation - The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible according to OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area.
7. Negative Pressure - When specified, achieve a minimum of 0.03 in.(7.5 mm) water column (W.C.) relative to ambient conditions, or confirm through visual assessments for the concave appearance of the containment enclosure.
8. Exhaust Ventilation - When mechanical ventilation systems are specified,, provide filtration of the exhaust air, to achieve a filtration efficiency of 99.9 percent at 0.5 microns.

CONTINGENCY PLAN
FOR
NON-LEAD BASED PAINT REMOVAL PROJECTS

Bridge No.: _____
Location: _____

Note:

1. A copy of this plan must be kept at the bridge while the Contractor's employees are at the site.
2. A copy of the plan must be mailed to the police and fire departments and hospital identified herein.

Primary Emergency Coordinator

Name: _____
Address: _____
City: _____
Phone: (Work) _____
(Home) _____

Alternate Emergency Coordinator

Name: _____
Address: _____
City: _____
Phone: (Work) _____
(Home) _____

Emergency Response Agencies

POLICE:

1. State Police (if bridge not in city) Phone: _____
District No. _____
Address: _____
2. County Sheriff _____ Phone: _____
County: _____
Address: _____
3. City Police _____ Phone: _____
District No. _____
Address: _____

Arrangements made with police: (Describe arrangements or refusal by police to make arrangements):

FIRE:

1. City _____ Phone: _____
Name: _____
Address: _____
2. Fire District _____ Phone: _____
Name: _____
Address: _____

3. Other _____ Phone: _____

Name: _____

Address: _____

Arrangements made with fire departments: (Describe arrangements or refusal by fire departments to make arrangements):

HOSPITAL:

Name: _____ Phone: _____

Address: _____

Arrangements made with hospital: (Describe arrangements or refusal by hospital to make arrangements):

Properties of waste and hazard to health:

Places where employees working:

Location of Bridge:

Types of injuries or illness which could result:

Appropriate response to release of waste to the soil:

Appropriate response to release of waste to surface water:

Emergency Equipment at Bridge

Emergency Equipment List	Location of Equipment	Description of Equipment	Capability of Equipment
1. Two-way radio	Truck		Communication
2. Portable Fire Extinguisher	Truck		Extinguishes Fire
3. Absorbent Material	Truck		Absorbs Paint or Solvent Spills
4. Hand Shovel	Truck		Scooping Material
5. 208 L (55 Gallon) Drum	Truck		Storing Spilled Material
6. 19 L (5 Gallon) Pail	Truck		Storing Spilled Material

Emergency Procedure

1. Notify personnel at the bridge of the emergency and implement emergency procedure.
2. Identify the character, source, amount and extent of released materials.
3. Assess possible hazards to health or environment.
4. Contain the released waste or extinguish fire. Contact the fire department if appropriate.
5. If human health or the environment is threatened, contact appropriate police and fire department. In addition, the Emergency Services and Disaster Agency needs to be called using their 24-hour toll free number (800-782-7860) and the National Response Center using their 24-hour toll free number (800-824-8802).
6. Notify the Engineer that an emergency has occurred.
7. Store spilled material and soil contaminated by spill, if any, in a drum or pail. Mark and label the drum or pail for disposal.
8. Write a full account of the spill or fire incident including date, time, volume, material, and response taken.
9. Replenish stock of absorbent material or other equipment used in response.

Lake County Prevailing Wage Rates posted on 10/3/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Othe Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		48.00	50.00	2.0	1.5	2.0	2.0	11.65	28.36	0.00	0.55	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
COMMUNICATION TECHNICIAN	All	BLD		40.20	43.00	1.5	1.5	2.0	2.0	13.67	17.82	2.26	0.90	
ELECTRIC PWR EQMT OP	All	ALL		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1
ELECTRIC PWR GRNDMAN	All	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1
ELECTRIC PWR LINEMAN	All	ALL		57.17	64.89	1.5	1.5	2.0	2.0	7.00	16.01	0.00	1.43	1
ELECTRIC PWR TRK DRV	All	ALL		37.86	64.89	1.5	1.5	2.0	2.0	7.00	10.61	0.00	0.95	1
ELECTRICIAN	All	BLD		43.02	47.27	1.5	1.5	2.0	2.0	15.12	25.79	6.55	0.71	
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE MASON	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	All	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD		48.65	51.57	2.0	1.5	2.0	2.0	11.65	28.21	0.00	0.55
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		47.80	51.80	1.5	1.5	2.0	2.0	11.58	14.71	0.00	0.96
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00
SPRINKLER FITTER	All	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MASON	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TILE MASON	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	All	ALL	1	42.09	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TRUCK DRIVER	All	ALL	2	42.24	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TRUCK DRIVER	All	ALL	3	42.44	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

TRUCK DRIVER	All	ALL	4	42.64	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07

Legend**Rg** Region**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers**C** Class**Base** Base Wage Rate**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.**OT Sa** Overtime pay required for every hour worked on Saturdays**OT Su** Overtime pay required for every hour worked on Sundays**OT Hol** Overtime pay required for every hour worked on Holidays**H/W** Health/Welfare benefit**Vac** Vacation**Trng** Training**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of

tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone of any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Sli Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine

Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACC or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoist Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump

Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted stat which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

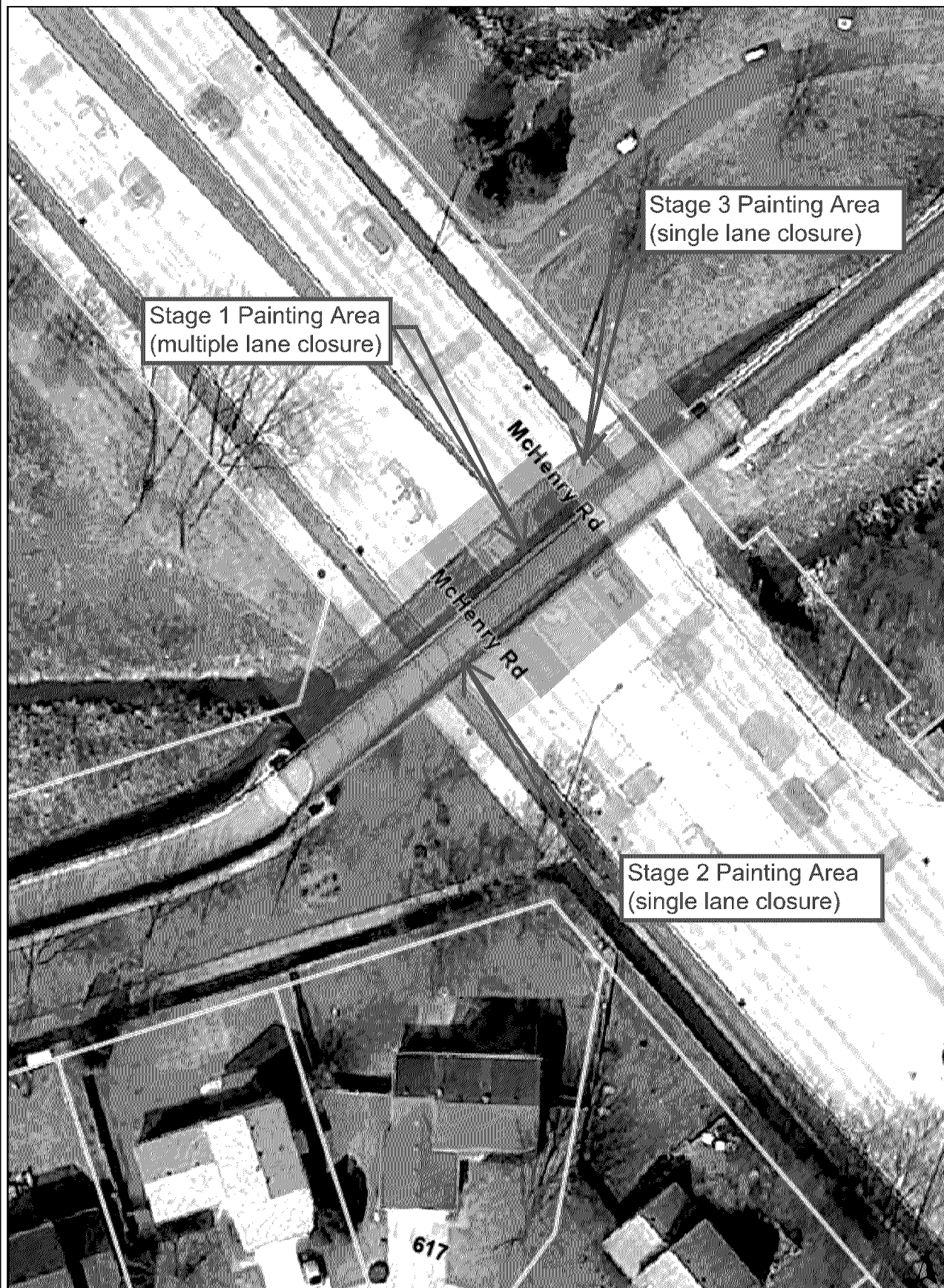
LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed b landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

APPENDIX A
STAGING EXHIBIT



Legend



Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

0 50 100
ft

Print Date: 6/29/2022

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

APPENDIX B
NBIS INSPECTION REPORT
FOR INFORMATION ONLY

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



Previous Inspection

Time to Inspect (H:M):		1:0		7:10		Traffic Control:				Boat:				Waders:				Snooper:			
Ladder:				Manlift:				Bucket Truck:				Other:									

	Prev	New	Comments
58 – Deck Condition:	7	7	
59 – Superstructure Cond:	7	7	
60 – Substructure Cond:	8	8	
62 – Culvert Condition:	N	N	
61 – Channel Condition:	N	N	
71 – Waterway Adequacy:	N	N	
72 – Approach Rdwy Align:	N	N	
111 – Pier Navig Protection:	-	✓	

[illegible]

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

Additional Inspection Data

36A – Bridge Railing Adequacy:	Prev	New	3	Rail Types:	Prev	New	Prev	New	Prev	New
Approach Guardrail Adequacy:	Prev	New	2	36C – Guardrail:	Prev	New	2	36D – Ends:	Prev	New
108A – Wearing Surface Type:	Prev	New	A	108B – Type of Membrane:	Prev	New	D	108C – Deck Protection:	Prev	New
108D – Total Deck Thickness (In.):										
59A – Paint Date (Mo/Yr):	Prev	New	/							
59B – Paint Type:										
59C – Utilities Attached:										
Weight Limit Posting:	70A2 – Single Unit Vehicles:	Prev	New							
	70B2 – Combination Type 3S-1 (3 or 4 axles):									
	70C2 – Combination Type 3S-2 (5 or more axles):									
	70D2 – One Truck at a Time:									

Color: Fascia – _____; Inter. – _____; Railing – _____

Joint Openings (In.) _____

90B – Inspection Remarks Continued:

	Signature	Date
Inspection Team Leader:		8/14/20
Consultant Program Manager:		8/14/20
Agency Program Manager:		/ /

Structure Number: 2016-01

Inspection Date: 7/15/2020

Start of Inspection Conditions:

Time: 1:20pm

Weather: 86°F with cloud cover

Inspectors: Scott Drabicki (Program Manager, Team Leader), Erin Hayes

The structure is a single span truss from southwest to northeast carrying a pedestrian path over Illinois Route 83.

Deck, measurements from northeast abutment:

- Flexure cracking in concrete curb on both sides.
- Transverse crack at 50', SE side of deck, hairline, extends from curb out 4'.
- Transverse crack at 73', SE side of deck, hairline, extends from curb out 4'.
- Transverse crack at 91', SE side of deck, hairline, extends from curb out 3.5'.

Superstructure

- The bridge was fabricated in 3 sections and field assembled in place. Surface corrosion is prevalent at each field splice points

Other Observations:

- Bridge approaches are MSE with wooden railings. 4" guardrail standard is not achieved.
- Two of the metal fencing support posts on the bridge are deformed at their base (at 144' and 155', NW side of deck). Deformation appears to be from freezing water inside the posts.
- One bolt missing and several others are damaged from the expansion joint covering plate on the southwest abutment.
- There is significant woody plant growth along the northeast abutment MSE wall.
- Bridge bearings are inaccessible from the top of the abutment due to safety fencing and framing lumber remaining in place. Bearing inspection should be possible from the abutment face using a large ladder or manlift.
- Stay in place steel forms were used to construct the deck. The bottom of the concrete deck could not be inspected due to the stay in place metal forms.

End of Inspection Conditions:

Time: 2:30pm

Weather: 86°F with cloud cover



Southeast side of structure.



Underside of deck, looking northeast.



Corrosion typical at splice points.



Corrosion typical at splice points.



Deformed fence post at 144' from northeast abutment.



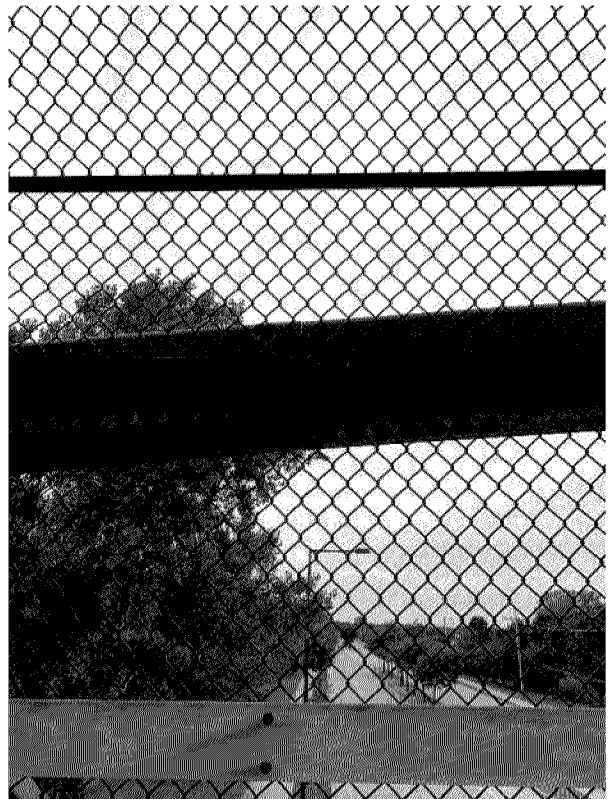
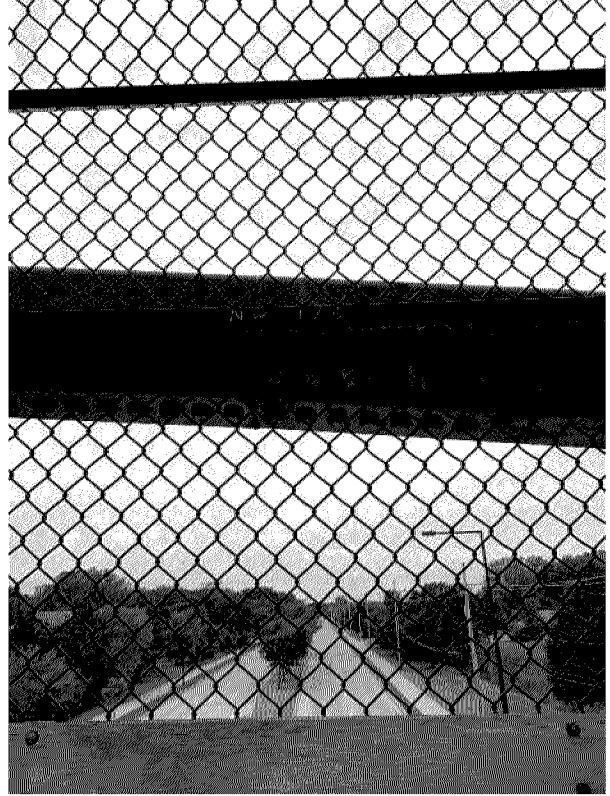
Deformed fence post at 155' from northeast abutment.



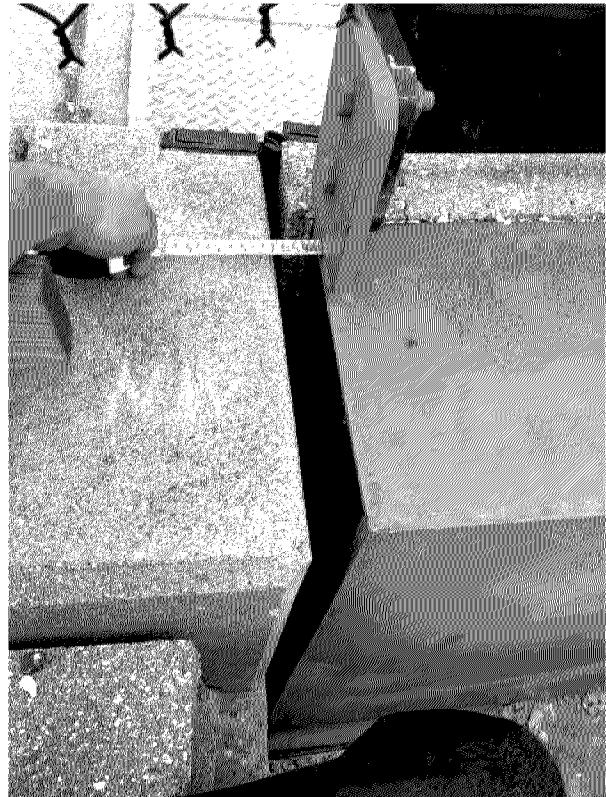
Bolt missing from the expansion joint covering plate.



Significant woody plant growth along the northeast abutment.



Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)





Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



APPENDIX C
PEDESTRIAN BRIDGE AS-BUILT PLANS
FOR INFORMATION ONLY

TA	SIZE	SECTION	COUNT	REMARKS
1	1/4"	1/4"	1	
2	1/4"	1/4"	1	
3	1/4"	1/4"	1	
4	1/4"	1/4"	1	
5	1/4"	1/4"	1	
6	1/4"	1/4"	1	
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INDEX OF SHEETS

- 1. TITLE SHEET
- 2. GENERAL NOTES AND SUMMARY OF QUANTITIES
- 3. PLAN SECTION
- 4. ALTERNATE
- 5. TRAIL PROFILE
- 6. GRADING PLAN
- 7. EROSION CONTROL PLAN
- 8. EROSION CONTROL DETAILS
- 9. CROSS SECTIONS
- 10. EROSION CONTROL DETAILS
- 11. EROSION CONTROL DETAILS
- 12. EROSION CONTROL DETAILS
- 13. EROSION CONTROL DETAILS
- 14. EROSION CONTROL DETAILS
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STANDARD

STD. NO.	DESCRIPTION
1000-3	STANDARD SYMBOLS, ABBREVIATIONS & PATTERNS
2100-4	CONCRETE CURB & GUTTER
2100-5	CONCRETE CURB & GUTTER
2100-6	CONCRETE CURB & GUTTER
2100-7	CONCRETE CURB & GUTTER
2100-8	CONCRETE CURB & GUTTER
2100-9	CONCRETE CURB & GUTTER
2100-10	CONCRETE CURB & GUTTER
2100-11	CONCRETE CURB & GUTTER
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2100-55	CONCRETE CURB & GUTTER
2100-56	CONCRETE CURB & GUTTER
2100-57	CONCRETE CURB & GUTTER
2100-58	CONCRETE CURB & GUTTER
2100-59	CONCRETE CURB & GUTTER
2100-60	CONCRETE CURB & GUTTER
2100-61	CONCRETE CURB & GUTTER
2100-62	CONCRETE CURB & GUTTER
2100-63	CONCRETE CURB & GUTTER
2100-64	CONCRETE CURB & GUTTER
2100-65	CONCRETE CURB & GUTTER
2100-66	CONCRETE CURB & GUTTER
2100-67	CONCRETE CURB & GUTTER
2100-68	CONCRETE CURB & GUTTER
2100-69	CONCRETE CURB & GUTTER
2100-70	CONCRETE CURB & GUTTER
2100-71	CONCRETE CURB & GUTTER
2100-72	CONCRETE CURB & GUTTER
2100-73	CONCRETE CURB & GUTTER
2100-74	CONCRETE CURB & GUTTER
2100-75	CONCRETE CURB & GUTTER
2100-76	CONCRETE CURB & GUTTER
2100-77	CONCRETE CURB & GUTTER
2100-78	CONCRETE CURB & GUTTER
2100-79	CONCRETE CURB & GUTTER
2100-80	CONCRETE CURB & GUTTER
2100-81	CONCRETE CURB & GUTTER
2100-82	CONCRETE CURB & GUTTER
2100-83	CONCRETE CURB & GUTTER
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2100-85	CONCRETE CURB & GUTTER
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2100-87	CONCRETE CURB & GUTTER
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2100-91	CONCRETE CURB & GUTTER
2100-92	CONCRETE CURB & GUTTER
2100-93	CONCRETE CURB & GUTTER
2100-94	CONCRETE CURB & GUTTER
2100-95	CONCRETE CURB & GUTTER
2100-96	CONCRETE CURB & GUTTER
2100-97	CONCRETE CURB & GUTTER
2100-98	CONCRETE CURB & GUTTER
2100-99	CONCRETE CURB & GUTTER
2100-100	CONCRETE CURB & GUTTER

THIS PROJECT LIES WITHIN THE
FOLLOWING MUNICIPALITIES:
BUFFALO GROVE
LAKE COUNTY

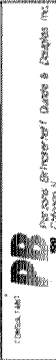


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD
ENGINEERING SCALES. REDUCED SIZE PLANS WILL NOT
CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS
ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

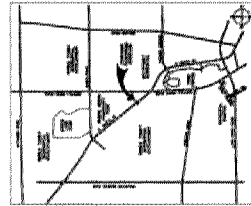
ADJULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-839-0123

CONTRACT NO.

DESCRIPTION OF WORK
THIS PROJECT CONSISTS OF CONSTRUCTING
A NEW PEDESTRIAN BRIDGE OVER THE US 81.

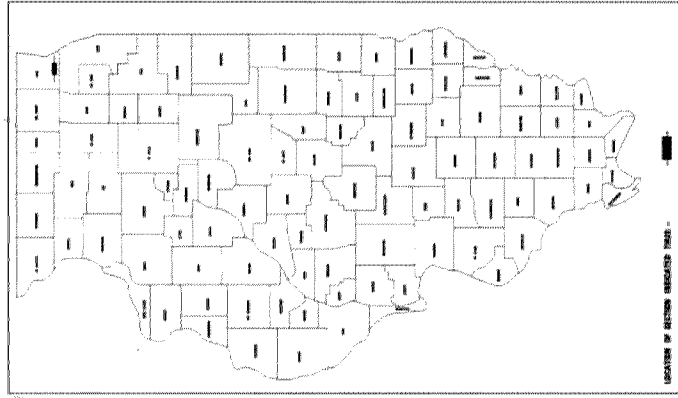


DESIGNED BY: [Faint text]



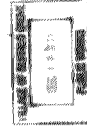
LOCATION MAP

END TRIAL CONSTRUCTION
STA. 208+48.06
BEGIN TRIAL CONSTRUCTION
STA. 208+00.00
GROSS LENGTH OF PROJECT : 896.2 LF
NET LENGTH OF PROJECT : 896.2 LF



LOCATION OF SECTIONS INDICATED THEREIN

AS BUILT DRAWINGS SET



SECTION	COUNTY	SHEET NO.
10 STA.	10 STA.	20
10.0 ROAD DIST. NO.	10.0 ROAD DIST. NO.	10.0 ROAD DIST. NO.

GENERAL NOTES

1. SOIL BORING DATA IS INCLUDED IN THE VICINITY OF THE NEW BRIDGE ON U.S. ROUTE 43. ANY ADDITIONAL BORING DEEMED NECESSARY BY THE CONTRACTOR SHALL BE MADE AT HIS OWN EXPENSE. ANY DELAYS OR EXTRA COSTS INCURRED BY THE CONTRACTOR DUE TO DIFFERENT TYPES OF SOILS FOUND IN THE VICINITY OF THE BRIDGE SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
2. ALL EXISTING MATERIAL SHALL BE MAINTAINED WITHIN THE LIMITS OF THE BRIDGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BRIDGE. IF THE CONTRACTOR'S RESPONSIBILITY IS TO SELECT DUMP SITES, OBTAIN PERMISSION TO USE SUCH DUMP SITES, AND OBTAIN THE NECESSARY PERMITS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE DUMP SITES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR DESTRUCTION OF PUBLIC OR PRIVATE PROPERTY, AND SHALL RESTORE SUCH PROPERTY AT HIS OWN EXPENSE.
4. FINISHED GRADE: THE ELEVATIONS SHOWN ON THE PLAN ARE FINISHED GRADES. UNFINISHED GRADE, AND GROUND SURFACE UNLESS OTHERWISE INDICATED ON THE PLANS.
5. THE LIMIT OF TREE REMOVAL SHALL BE 10' LEFT AND 10' RIGHT OF THE CENTERLINE OR AS DIRECTED BY THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE REMOVAL OF THE TREE REMOVAL OPERATIONS.
6. THE AFFECTED PARK DISTRICT SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE THE TREE REMOVAL AFTER ALL TREES TO BE REMOVED HAVE BEEN MARKED.
7. PARTICULAR ATTENTION SHALL BE MADE TO SAVE ALL DESIRABLE EXISTING TREES AND PLANT PROTECTION FOR THE REMOVAL OF TREES TO BE REMOVED. OF CUT OR FILL SLOPES WITH A GRADE CHANGE OF LESS THAN 1 FOOT.
8. A MINIMUM OF GRADING IS TO BE PERMITTED WITHIN AN APPROXIMATE 10' FROM ALL TREES TO BE SAVED AND IS DETERMINED BY THE ENGINEER.
9. THE CONTRACTOR'S ATTENTION IS CALLED TO THE SPECIAL PROVISIONS FOR TREE AND PLANT PROTECTION FOR THE REMOVAL OF TREES TO BE SAVED. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF RIGHT-OF-WAY AS SHOWN ON THE PLANS SHALL BE RESTORED TO ORIGINAL CONDITION.
10. SEEDING PLANS: SPRING - MARCH 25 TO MAY 30; FALL - AUGUST 1 TO DECEMBER 25.
11. GRASS SEED OR TURF SHALL BE SPREAD AS INDICATED ON THE TYPICAL SECTIONS AND GRADING PLANS.
12. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT WHEN ANY EXISTING OR NEWLY PLANTED TREES ARE TO BE REMOVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE REMOVAL OF TREES TO BE REMOVED. OF CUT OR FILL SLOPES WITH A GRADE CHANGE OF LESS THAN 1 FOOT.
13. ALL CONSTRUCTION PERSONNEL WILL BE REQUIRED TO WEAR PROTECTIVE GEAR. ALL CONSTRUCTION PERSONNEL SHALL BE REQUIRED TO WEAR PROTECTIVE GEAR. ALL CONSTRUCTION PERSONNEL SHALL BE REQUIRED TO WEAR PROTECTIVE GEAR. ALL CONSTRUCTION PERSONNEL SHALL BE REQUIRED TO WEAR PROTECTIVE GEAR.
14. UNLESS OTHERWISE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL TRAFFIC SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES AND THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES, DATED NOVEMBER 1, 1997.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EXISTING FIELD CONDITIONS BEFORE BEGINNING THE PROJECT SPECIFICALLY AS THEY RELATE TO LUMP SUM ITEMS.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO CONSTRUCTION AND DURING CONSTRUCTION.
17. QUANTITIES SHOWN ON THE PLANS ARE BASED ON THE FIELD INSPECTION AT THE TIME OF PLAN PREPARATION AND ARE TO BE USED FOR PREPARATION PROPOSALS. HOWEVER, AS DETERMINED BY THE ENGINEER, QUANTITIES MAY CHANGE BASED UPON CONDITIONS OCCURRING AT THE TIME OF CONSTRUCTION.
18. THE CONTRACTOR WILL NOT BE ALLOWED TO SET UP A YARD OR FIELD OFFICE ON PARK DISTRICT PROPERTY WITHOUT WRITTEN PERMISSION FROM THE AFFECTED DISTRICT.
19. THE CONTRACTOR SHALL AVOID UNNECESSARY ENCROACHMENT ON EXISTING WETLANDS AND MINIMIZE THE IMPACT TO ANY WETLANDS.

SUMMARY OF QUANTITIES

CODE	UNIT	ITEM	TOTAL QUANTITY
30000000	CU YD	EARTH EXCAVATION (on final push road)	950
30000000	CU YD	GRADING & SHAP DITCH	75
30000000	CU YD	REM & DISP LAG MTL	900
30000000	CU YD	EMBANKMENT	7000
30000000	AGRE	SEEDING, CLASS 40 (on final push road)	1.8
30000000	FOOT	SALT FILTER FENCE	1750
30000000	EACH	IN FT AND PIPE PROTECTION	4
30000000	50 YD	STONE RIPRAP CLASS 44	74
30000000	50 YD	FILTER FABRIC FOR USE WITH RIPRAP	160
30000000	TON	AGGREGATE BASE COURSE, TYPE B	100
30000000	TON	BITUMINOUS CONCRETE SURFACE COURSE, MIXTURE C	254
30000000	TON	CLASS 1, TYPE 1	104
30000000	50 FT	BITUMINOUS MATERIALS, PRIME CONT	150
30000000	FOOT	PC CONC SIDEWALKS, 5' REPLACEMENT	40
30000000	FOOT	CURB REMOVAL (SPECIAL)	40
30000000	FOOT	RECONSTRUCT EXISTING JOINT, 2 1/2"	24
30000000	CU YD	CONCRETE STRUCTURES	25.5
30000000	FOOT	REINFORCEMENT BARS, EPOXY COATED	217
30000000	EACH	DRIVING AND FILLING SHELLS	420.5
30000000	FOOT	TEST PILE METAL SHELLS	2
30000000	EACH	FURNISHING METAL PILE SHELL 18.75"	479
30000000	EACH	NAPE PLATES	2
30000000	FOOT	PIPE DULVERT CLASS A TYPE 3 1/2"	175
30000000	FOOT	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	4
30000000	FOOT	STORM SEWER TYPE 1 1/2"	65
30000000	FOOT	STORM SEWER REMOVAL 12"	230
30000000	EACH	REMOVAL OF CATCH BASINS	4
30000000	50 FT	MODULAR RETAINING WALL SYSTEM	12501
30000000	FOOT	PIPE DULVERT REMOVAL	60
30000000	FOOT	BRIDGE SUPERSTRUCTURE	1
30000000	50 YD	HARDWOOD PAIRING	1000
30000000	FOOT	REINFORCED CONCRETE DECK	220
30000000	FOOT	SEEDING (SPECIAL)	1
30000000	FOOT	TRAFFIC CONTROL PLAN	1
30000000	FOOT	TREE REMOVAL	1
30000000	FOOT	6" UNDERPAV	1
30000000	CU YD	IMPORT TOP SOIL	120
30000000	FOOT	EROSION CONTROL BLANKET	3600

AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE

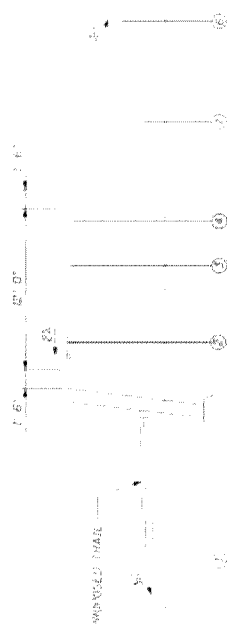
BIKEWAY OVERPASS
OVER ILLINOIS ROUTE 83
AT FARRINGTON ROAD

GENERAL NOTES & SUMMARY OF QUANTITIES

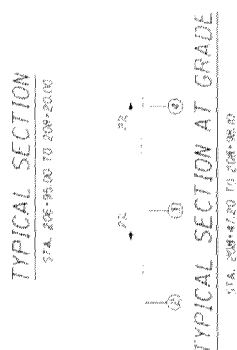
SCALE: NONE
DATE: DECEMBER 1999

DRAWN BY: EAM
CHECKED BY: JEC

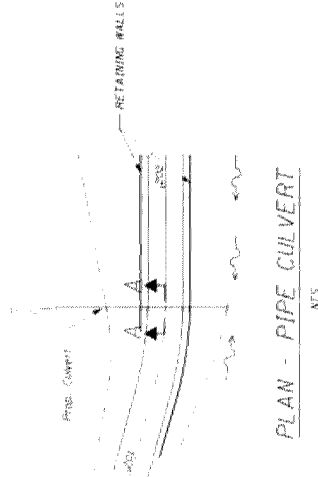
Packet Pg. 393



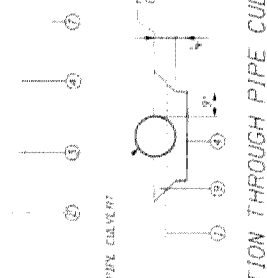
TYPICAL SECTION BRIDGE EMBANKMENT
WITHOUT RETAINING WALLS



SECTION 10

TYPICAL SECTION AT $\varnothing$ BEARING

PLAN - PIPE CULVERT

SECTION THROUGH PIPE CULVERT $\frac{1}{4" = 1'-0"}$


 VILLAGE OF BUFFALO GROVE
 11500 N. BUFFALO GROVE
 11500 N. BUFFALO GROVE

AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE
HIGHWAY OVERPASS
OVER ILLINOIS ROUTE 83

TYPICAL SECTIONS

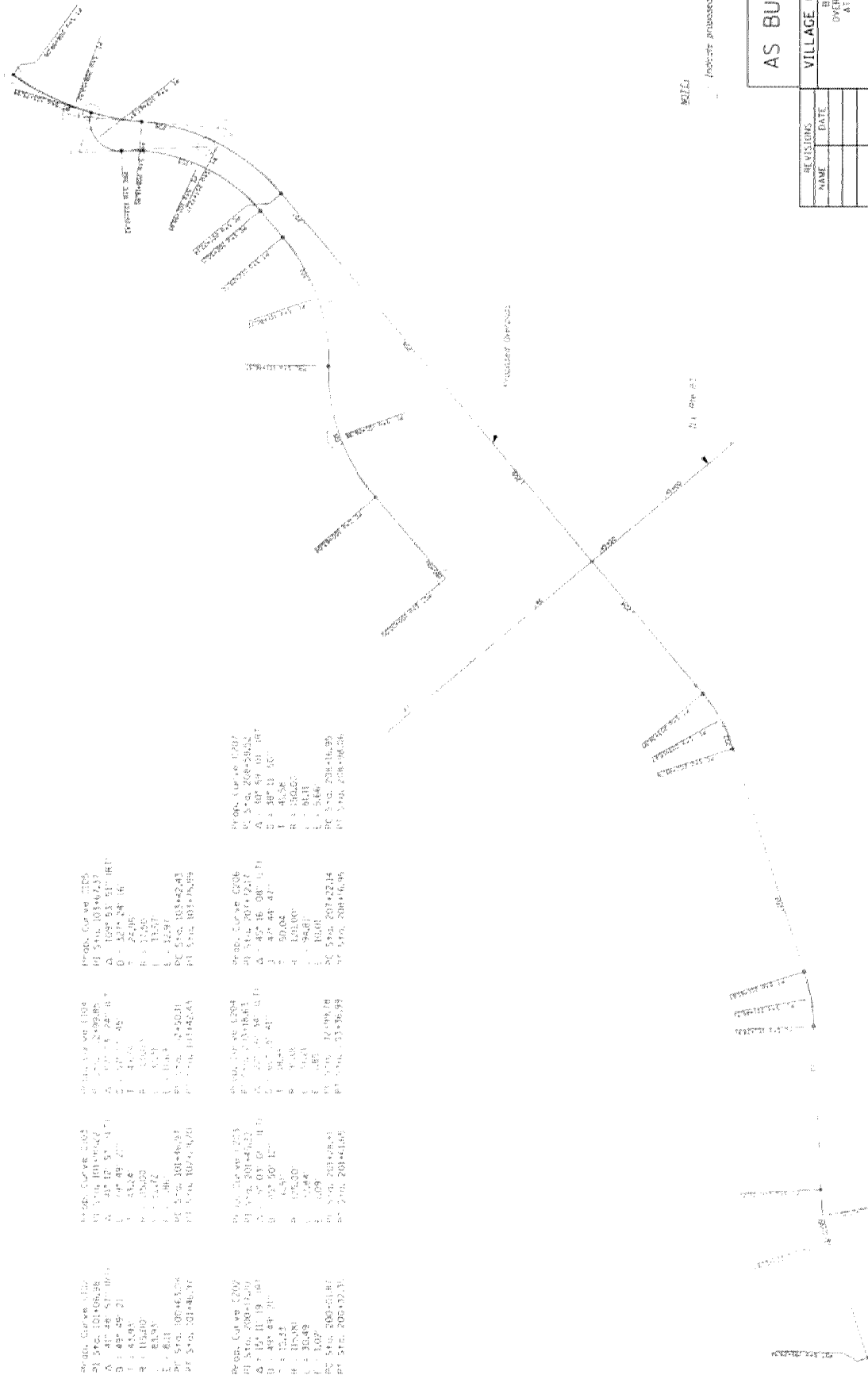
姓名	性别	年龄	职业	住址	联系电话
张三	男	35	教师	北京市朝阳区	13912345678
李四	女	28	医生	北京市海淀区	13887654321
王五	男	42	工程师	上海市浦东新区	13665432109
赵六	女	31	公务员	广东省广州市	13554321098
孙七	男	25	学生	浙江省杭州市	13443210987
周八	女	38	律师	北京市西城区	13332109876
吴九	男	45	商人	江苏省南京市	13221098765
郑十	女	33	作家	四川省成都市	13110987654
冯十一	男	29	程序员	河南省郑州市	13009876543
陈十二	女	36	记者	安徽省合肥市	12998765432
林十三	男	41	科学家	福建省厦门市	12887654321
黄十四	女	34	艺术家	山东省济南市	12776543210
周十五	男	27	运动员	辽宁省沈阳市	12665432109
吴十六	女	39	教授	湖北省武汉市	12554321098
郑十七	男	43	企业家	湖南省长沙市	12443210987
孙十八	女	32	心理咨询师	江西省南昌市	12332109876
周十九	男	26	翻译	广东省深圳市	12221098765
吴二十	女	37	营养师	浙江省宁波市	12110987654
郑二十一	男	44	历史学家	河南省开封市	12009876543
冯二十二	女	30	舞蹈家	安徽省芜湖市	11998765432
陈二十三	男	40	哲学家	福建省福州市	11887654321
林二十四	女	35	音乐家	山东省青岛市	11776543210
黄二十五	男	28	建筑师	辽宁省大连市	11665432109
周二十六	女	36	生物学家	湖北省宜昌市	11554321098
吴二十七	男	42	天文学家	湖南省岳阳市	11443210987
郑二十八	女	31	社会学家	江西省景德镇市	11332109876
孙二十九	男	25	环境学家	广东省佛山市	11221098765
周三十	女	38	地质学家	浙江省绍兴市	11110987654
吴三十一	男	45	气象学家	山东省淄博市	11009876543
郑三十二	女	33	海洋学家	福建省漳州市	10998765432
冯三十三	男	29	植物学家	河南省洛阳市	10887654321
陈三十四	女	36	动物学家	安徽省蚌埠市	10776543210
林三十五	男	41	天文学家	福建省莆田市	10665432109
黄三十六	女	34	生物学家	山东省潍坊市	10554321098
周三十七	男	27	地质学家	辽宁省锦州市	10443210987
吴三十八	女	39	气象学家	湖北省襄阳市	10332109876
郑三十九	男	43	海洋学家	湖南省衡阳市	10221098765
孙四十	女	32	植物学家	江西省九江市	10110987654
周四十一	男	26	动物学家	广东省珠海市	10009876543
吴四十二	女	37	天文学家	浙江省温州市	09998765432
郑四十三	男	44	生物学家	河南省新乡市	09887654321
冯四十四	女	30	地质学家	安徽省黄山市	09776543210
陈四十五	男	40	气象学家	福建省龙岩市	09665432109
林四十六	女	35	海洋学家	山东省烟台市	09554321098
黄四十七	男	28	植物学家	辽宁省营口市	09443210987
周四十八	女	36	动物学家	湖北省黄冈市	09332109876
吴四十九	男	42	天文学家	湖南省邵阳市	09221098765
郑五十	女	31	生物学家	江西省赣州市	09110987654
孙五十一	男	25	地质学家	广东省江门市	09009876543
周五十二	女	38	气象学家	浙江省嘉兴市	08998765432
吴五十三	男	45	海洋学家	山东省泰安市	08887654321
郑五十四	女	33	植物学家	福建省宁德市	08776543210
冯五十五	男	29	动物学家	河南省濮阳市	08665432109
陈五十六	女	36	天文学家	安徽省安庆市	08554321098
林五十七	男	41	生物学家	福建省泉州市	08443210987
黄五十八	女	34	地质学家	山东省聊城市	08332109876
周五十九	男	27	气象学家	辽宁省铁岭市	08221098765
吴六十	女	39	海洋学家	湖北省恩施州	08110987654
郑六十一	男	43	植物学家	湖南省湘西州	08009876543
冯六十二	女	30	动物学家	江西省宜春市	07998765432
陈六十三	男	40	天文学家	广东省肇庆市	07887654321
林六十四	女	35	生物学家	浙江省衢州市	07776543210
黄六十五	男	28	地质学家	山东省菏泽市	07665432109
周六十六	女	36			

Packet Pg. 394

**PARSONS
BRINCKERHOFF**

Packet Pg. 394

PROJECT: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)
 DRAWN BY: EAM
 CHECKED BY: JED
 DATE: DECEMBER 1999



AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE
 BURNING GROVE
 OVER ILLINOIS ROUTE 83
 AT FARRINGTON ROAD

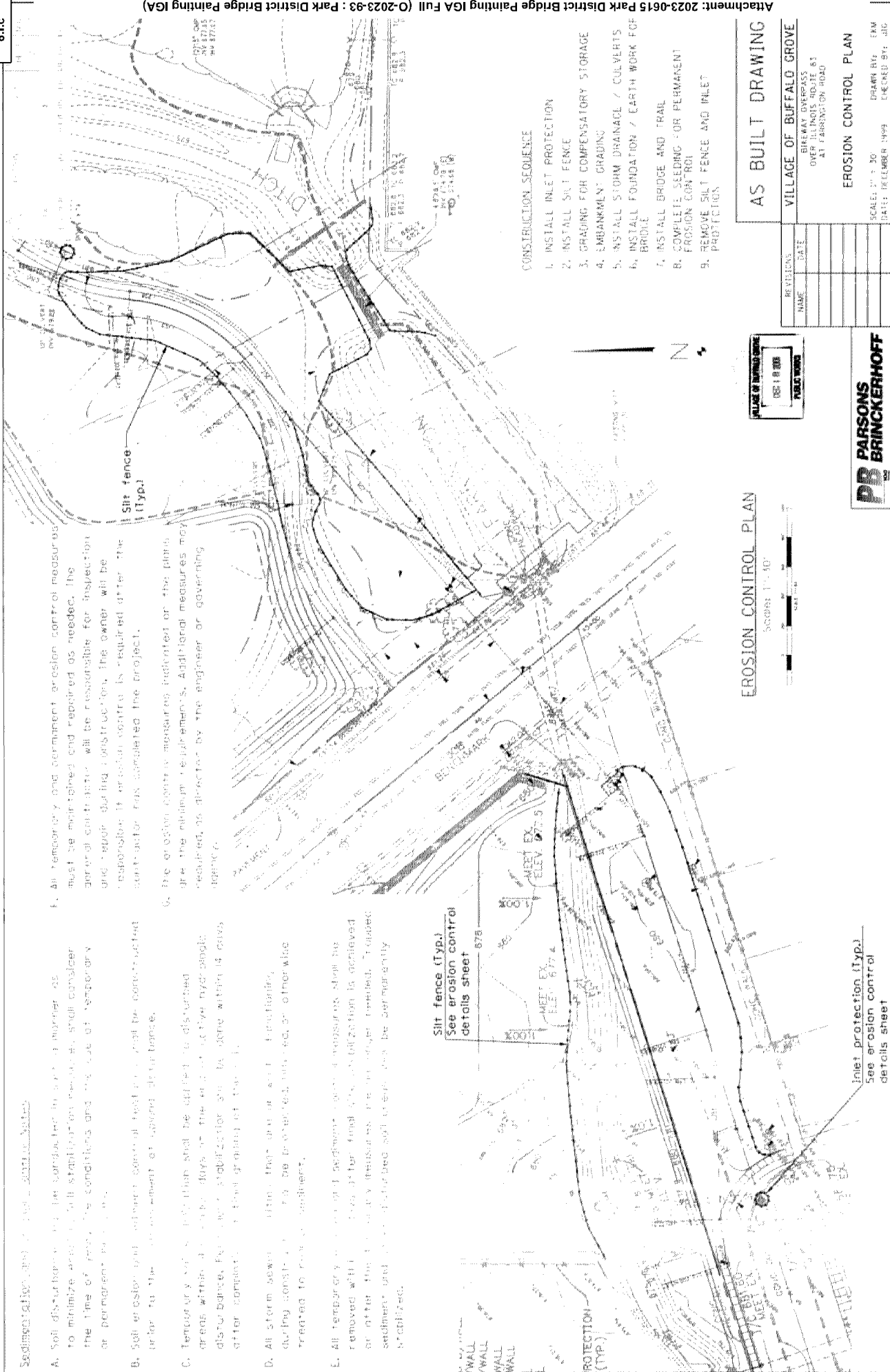
ALIGNMENT

PARSONS BRINCKERHOFF

SCALE: 1" = 100'
 DATE: DECEMBER 1999
 DRAWN BY: EAM
 CHECKED BY: JED

Sedimentation and Erosion Control Measures

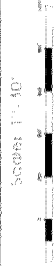
- A. Soil disturbance shall be conducted in such a manner as to minimize erosion. Soil stabilization measures shall consider the time of year, the conditions and the use of temporary or permanent measures.
- B. Soil erosion and sediment control measures shall be constructed prior to the commencement of exposed earthwork.
- C. Temporary soil stabilization shall be applied to disturbed areas within 48 hours of the end of active hydrologic disturbance. Permanent stabilization shall be done within 14 days after completion of final grading of the site.
- D. All storm sewers, ditches, and other water carrying facilities, during construction, shall be protected, covered, or otherwise treated to prevent sediment.
- E. All temporary erosion and sediment control measures shall be removed within 14 days after final site stabilization is achieved or after the erosion control measures are no longer needed. Trapped sediment and associated debris shall be permanently stabilized.



CONSTRUCTION SEQUENCE

1. INSTALL INLET PROTECTION
2. INSTALL SILT FENCE
3. GRADING FOR COMPENSATORY STORAGE
4. EMBANKMENT GRADING
5. INSTALL STORM DRAINAGE / CULVERTS
6. INSTALL FOUNDATION / EARTH WORK FOR BRIDGE
7. INSTALL BRIDGE AND TRAIL
8. COMPLETE SEEDING FOR PERMANENT EROSION CONTROL
9. REMOVE SILT FENCE AND INLET PROTECTION

EROSION CONTROL PLAN



AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE
BUREAU OF PUBLIC WORKS
OVER ILLINOIS ROUTE 83
AT PARSONS ROAD

EROSION CONTROL PLAN

SCALE: 1" = 40'
DATE: DECEMBER 1999
DRAWN BY: JAW
CHECKED BY: JBC

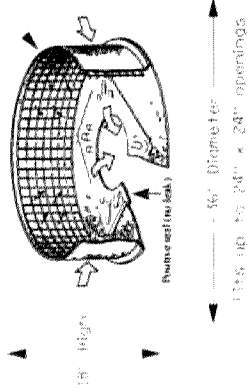


Maintenance

1. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
2. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected useful life and the barrier is still in use, the fabric shall be replaced promptly.
3. Sediment deposits shall be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
4. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade. Erosion control shall be maintained.

Five coated steel
reinforcing wire
reusable

Geotextile fabric for
long filter life (reusable)



INLET PROTECTION

Note: Use "Standard Erosion Control Manual" (93006) or equivalent as per Lake County Technical Reference Manual (93006) for details on Inlet Protection.

48' 4" 48'



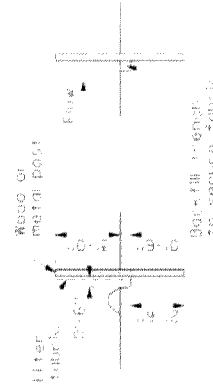
AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE
 OFFICE: 11111 N. LAKE SHORE
 AT CARROLLTON ROAD

EROSION CONTROL DETAILS

SCALE: NONE
 DATE: DECEMBER 1999

Packet Pg. 399



SILT FILTER FENCE

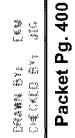
Note: See silt fence notes and maintenance info, sheet.



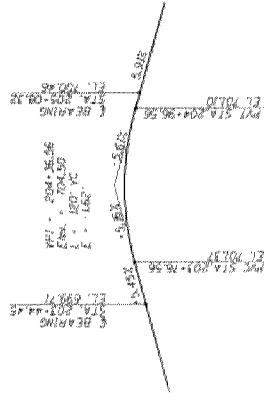
Silt Fence Notes

1. The silt fence shall be constructed in a continuous manner to the length of the barrier to prevent the use of joints. When joints are necessary, the silt fence shall be joined together only at a support post. The silt fence shall be secured with a minimum of 4 ties and secured with a minimum of 4 ties.
2. Posts shall be spaced a minimum of 30 feet apart at the barrier height and shall be secured with a minimum of 4 ties. When the silt fence is to be used without the wire support fence, posts shall be placed at a minimum of 30 feet.
3. A silt fence shall be constructed with a minimum of 4 ties and 4 ties shall be spaced a minimum of 30 feet apart at the barrier height.
4. When a silt fence is to be used with a wire support fence, the silt fence shall be secured with a minimum of 4 ties and 4 ties shall be spaced a minimum of 30 feet apart at the barrier height. The silt fence shall be secured with a minimum of 4 ties and 4 ties shall be spaced a minimum of 30 feet apart at the barrier height.
5. The silt fence shall be constructed with a minimum of 4 ties and 4 ties shall be spaced a minimum of 30 feet apart at the barrier height. The silt fence shall be secured with a minimum of 4 ties and 4 ties shall be spaced a minimum of 30 feet apart at the barrier height.
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When a silt fence is to be used with a wire support fence, the silt fence shall be secured with a minimum of 4 ties and 4 ties shall be spaced a minimum of 30 feet apart at the barrier height.



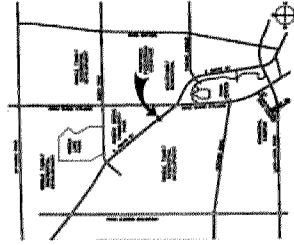
SECTION	COUNTY	SHEET NO.
20	20	20
STA.	20	20
FILED ROAD DIST. NO.	ILLINOIS	ILLINOIS



PROPOSED PROFILE GRADE
ALONG E. OF BRIDGE



EXISTING PROFILE GRADE
ALONG E. OF ROUTE B3 LOOKING WEST



LOCATION MAP

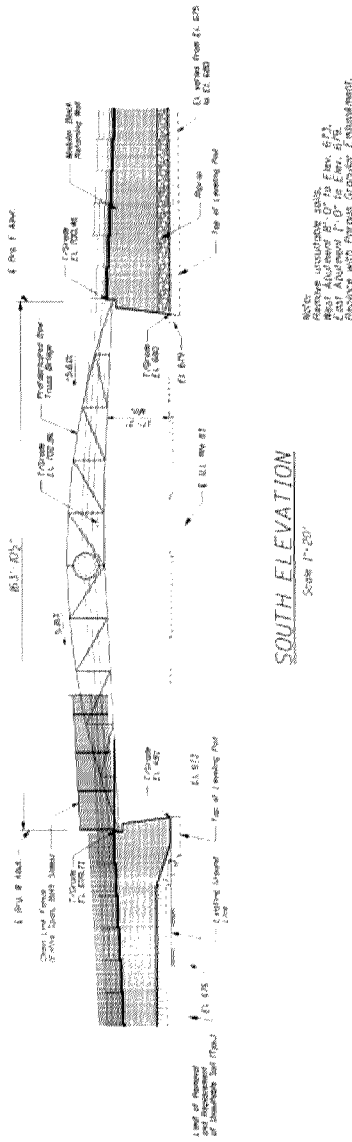
AS BUILT DRAWING

REVISIONS	NAME	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

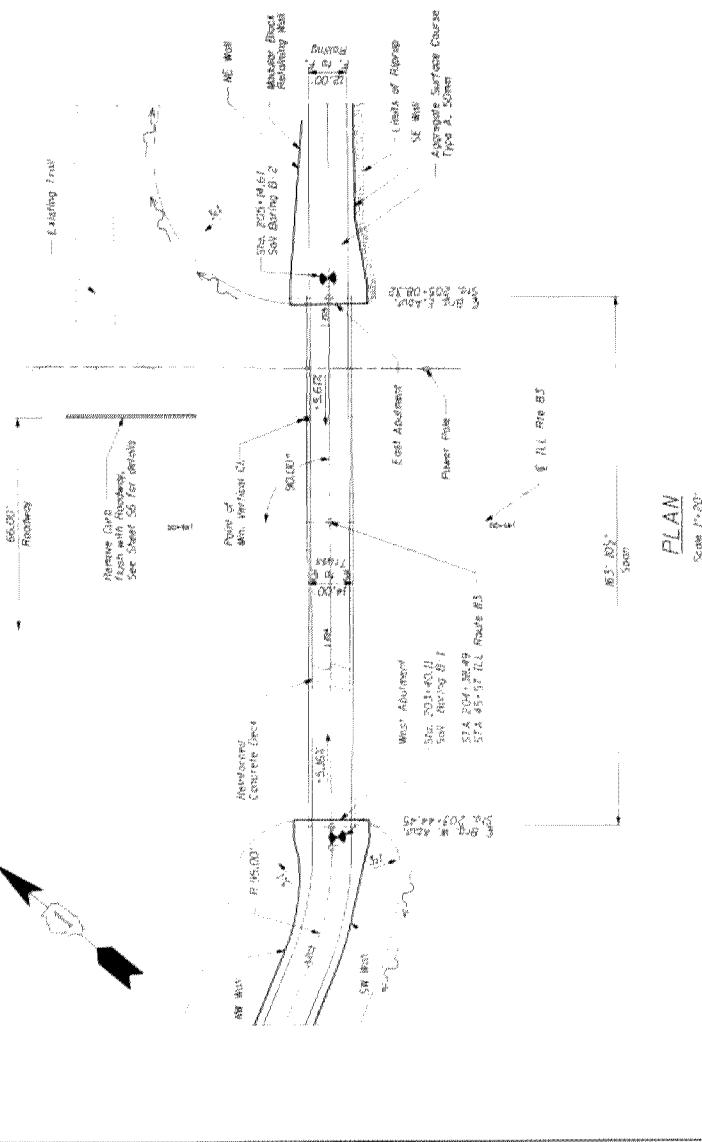


**DD PARSONS
BRINCKERHOFF**

VILLAGE OF BUFFALO GROVE
BIKEWAY OVERPASS
OVER ILLINOIS ROUTE B3
AT FARRINGTON ROAD
GENERAL
PLAN AND ELEVATION
SCALE: AS SHOWN
DATE: DECEMBER 1999
DRAWN BY: MLC
CHECKED BY: JEC



SOUTH ELEVATION
Scale 1"=20'



PLAN
Scale 1"=20'

ATTACHMENT: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)

AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE
BICYCLE OVERPASS
OVER ILLINOIS ROUTE 83
AT FARMINGTON ROAD

SOIL BORING DATA

SCALE: 1"=10'
DATE: DECEMBER 1999

DRAWN BY: M.C.
CHECKED BY: J.B.

Packet Pg. 403

REVISIONS

NAME DATE

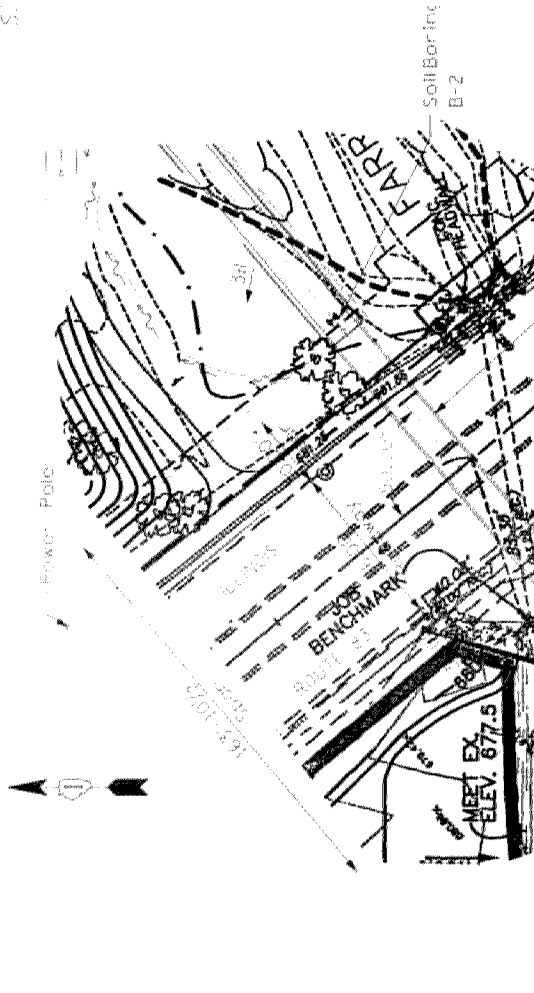
NAME DATE

NAME DATE

NAME DATE

NAME DATE

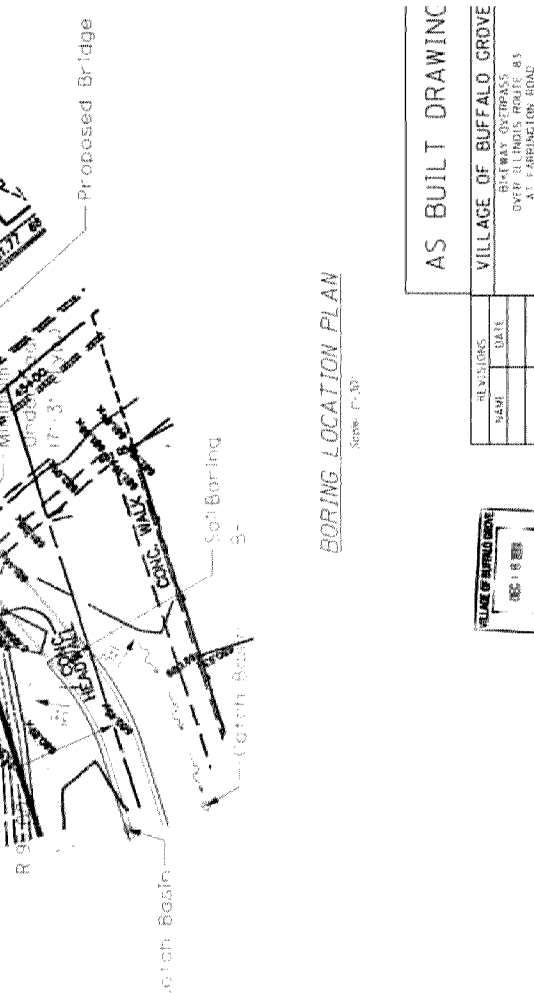
NAME DATE



BORING LOG NO. B-1		BORING LOG NO. B-2	
ADJ. JOB NO.	8015	ADJ. JOB NO.	8015
PROJECT	Parsons Brinckerhoff & Dodge, Inc.	PROJECT	Parsons Brinckerhoff & Dodge, Inc.
DATE	12/19/99	DATE	12/19/99
DRILLER	Applied Geo-Science, Inc.	DRILLER	Applied Geo-Science, Inc.
LOGGERS	Applied Geo-Science, Inc.	LOGGERS	Applied Geo-Science, Inc.
TESTS	Standard Penetration Test (SPT)	TESTS	Standard Penetration Test (SPT)
REMARKS	Soil boring B-1 was drilled to a depth of 10 feet. The soil was found to be composed of the following layers: 0 to 2 feet - silty sand; 2 to 4 feet - silty sand with gravel; 4 to 6 feet - silty sand with gravel and shells; 6 to 8 feet - silty sand with gravel and shells; 8 to 10 feet - silty sand with gravel and shells.	REMARKS	Soil boring B-2 was drilled to a depth of 10 feet. The soil was found to be composed of the following layers: 0 to 2 feet - silty sand; 2 to 4 feet - silty sand with gravel; 4 to 6 feet - silty sand with gravel and shells; 6 to 8 feet - silty sand with gravel and shells; 8 to 10 feet - silty sand with gravel and shells.

BORING LOG NO. B-1		BORING LOG NO. B-2	
ADJ. JOB NO.	8015	ADJ. JOB NO.	8015
PROJECT	Parsons Brinckerhoff & Dodge, Inc.	PROJECT	Parsons Brinckerhoff & Dodge, Inc.
DATE	12/19/99	DATE	12/19/99
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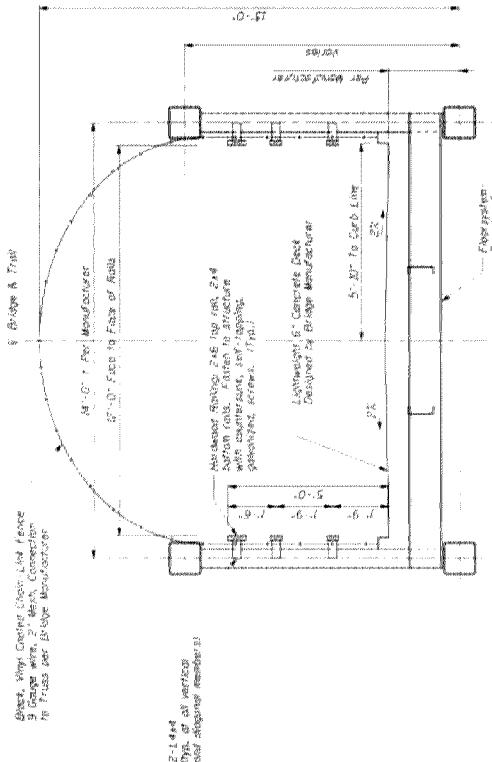
BORING LOG NO. B-1		BORING LOG NO. B-2	
ADJ. JOB NO.	8015	ADJ. JOB NO.	8015
PROJECT	Parsons Brinckerhoff & Dodge, Inc.	PROJECT	Parsons Brinckerhoff & Dodge, Inc.
DATE	12/19/99	DATE	12/19/99
DRILLER	Applied Geo-Science, Inc.	DRILLER	Applied Geo-Science, Inc.
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BORING LOG NO. B-1		BORING LOG NO. B-2	
ADJ. JOB NO.	8015	ADJ. JOB NO.	8015
PROJECT	Parsons Brinckerhoff & Dodge, Inc.	PROJECT	Parsons Brinckerhoff & Dodge, Inc.
DATE	12/19/99	DATE	12/19/99
DRILLER	Applied Geo-Science, Inc.	DRILLER	Applied Geo-Science, Inc.
LOGGERS	Applied Geo-Science, Inc.	LOGGERS	Applied Geo-Science, Inc.
TESTS	Standard Penetration Test (SPT)	TESTS	Standard Penetration Test (SPT)
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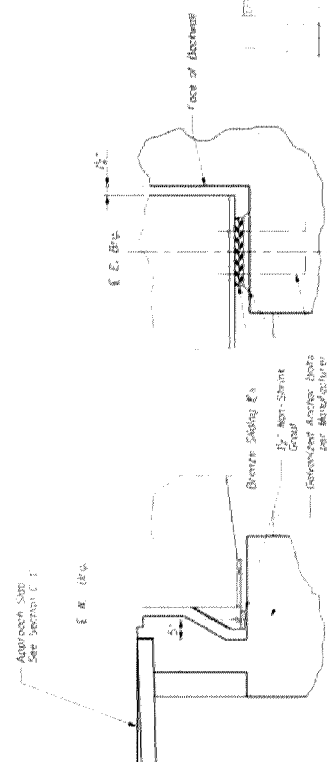
BORING LOG NO. B-1		BORING LOG NO. B-2	
ADJ. JOB NO.	8015	ADJ. JOB NO.	8015
PROJECT	Parsons Brinckerhoff & Dodge, Inc.	PROJECT	Parsons Brinckerhoff & Dodge, Inc.
DATE	12/19/99	DATE	12/19/99
DRILLER	Applied Geo-Science, Inc.	DRILLER	Applied Geo-Science, Inc.
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BORING LOG NO. B-1		BORING LOG NO. B-2	
ADJ. JOB NO.	8015	ADJ. JOB NO.	8015
PROJECT	Parsons Brinckerhoff & Dodge, Inc.	PROJECT	Parsons Brinckerhoff & Dodge, Inc.
DATE	12/19/99	DATE	12/19/99
DRILLER	Applied Geo-Science, Inc.	DRILLER	Applied Geo-Science, Inc.
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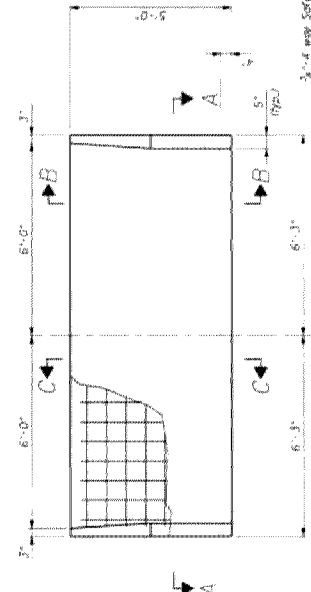
TYPICAL TRUSS CROSS SECTION

and 12. These members' names are submitted. Acting Sec. Stone and Configuration of Members are to be determined by Bridge Master, Master, Members, and members and dimensions shown shall be submitted.



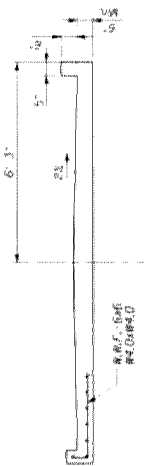
HEARING DETAILS

NOT TO SCALE

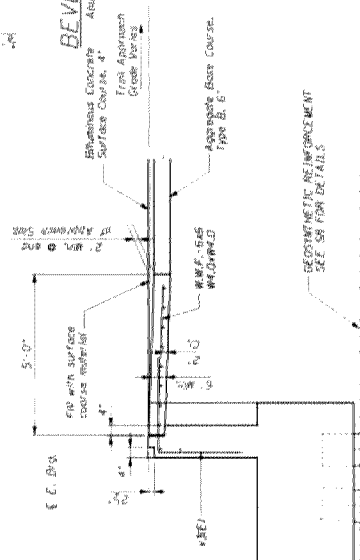


APPROACH SLAB PLAN

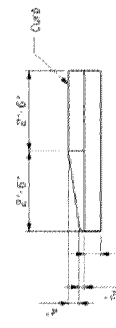
3. A very Safety First E.
 Feature to University Court with
 3. 1. Full record and all other
 3. 2. Education Accounts to 6. 0. 0. A.
 3. 3. To reach stage of proposed
 and have a good record for
 next, University after graduation.



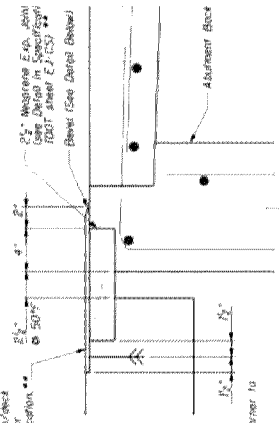
SECTION A-A



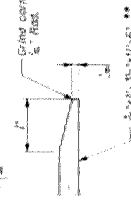
SECTION C-2



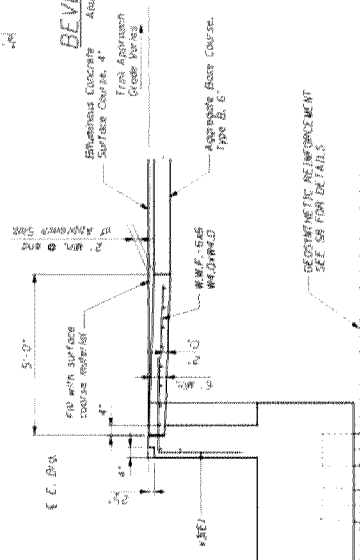
SECTION B-B NO 1235



JOINT SEAL DETAIL



CONFIDENTIAL



2000年 1月 1日 2000年 1月 1日 2000年 1月 1日 2000年 1月 1日 2000年 1月 1日

ITEM	UNIT	QUANTITY
Concrete Structures - Addressed Sub	Cu. Yd.	1.5

1997

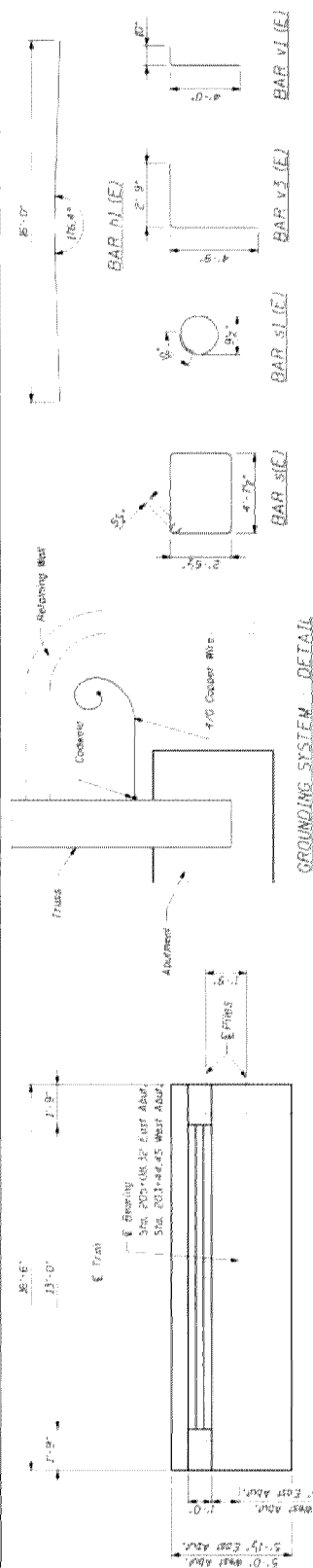
7. I have been and always will be a member of the Society created after the manner and tenor of the foregoing F. & M. Lodge.

AS BUILT DRAWING

[illegible]

**DB PARSONS
BRINCKERHOFF**

項目	単位	数値	単位	数値
総人口	人	1,234,567	総人口	人
男性人口	人	612,345	男性人口	人
女性人口	人	622,222	女性人口	人
出生数	人	12,345	出生数	人
死亡数	人	8,765	死亡数	人
自然増減	人	3,580	自然増減	人
移住者数	人	5,678	移住者数	人
転入者数	人	10,123	転入者数	人
転出者数	人	4,567	転出者数	人
人口密度	人/平方キロメートル	123.45	人口密度	人/平方キロメートル
労働人口	人	567,890	労働人口	人
失業率	%	5.67	失業率	%
平均年齢	歳	34.56	平均年齢	歳
出生率	‰	10.12	出生率	‰
死亡率	‰	7.12	死亡率	‰
自然増減率	‰	2.91	自然増減率	‰
移住率	‰	4.56	移住率	‰
転入率	‰	8.12	転入率	‰
転出率	‰	3.67	転出率	‰
人口増加率	%	0.29	人口増加率	%
労働力人口	人	456,789	労働力人口	人
失業率	%	5.67	失業率	%
平均年齢	歳	34.56	平均年齢	歳
出生率	‰	10.12	出生率	‰
死亡率	‰	7.12	死亡率	‰
自然増減率	‰	2.91	自然増減率	‰
移住率	‰	4.56	移住率	‰
転入率	‰	8.12	転入率	‰
転出率	‰	3.67	転出率	‰
人口増加率	%	0.29	人口増加率	%



BILL OF MATERIAL
ONE ABUTMENT

ITEM	UNIT	QUANTITY
Concrete Structures	Cu. Yds.	80.5
Reinforcement Bars	Lbs.	430
Formwork	Sq. Ft.	215
Excavation	Cu. Yds.	280
Backfill	Cu. Yds.	1
Gravel	Cu. Yds.	17

1. Allowance to meet prefabricated shape designer's requirements. Contractor pays every local allowance before ordering materials. Contractor's estimate of the reinforcement bar lengths are based on a $2\frac{1}{2}\%$ allowance.
2. All pouring slopes to be set on a $2\frac{1}{2}\%$ (min.) grade pad. Cast of grade is included in Class 3 Concrete. Some slopes shall not be cast.
3. Price length to be verified by the Contractor's dimensioner Engineer.
4. Truss bearing details and anchor bolts per performance bridge design's requirements.
5. Calculated volume of concrete required to fill a form is 100 cu. ft. based on 70% concrete yield.
6. Some reinforcement is cast to miss another bolt.
7. Reinforcement bars designated (E) shall be epoxy coated.
8. Casters fill concrete edges $2\frac{1}{2}\%$.
9. Fills shall be taken after excavation and placed to seal cracks.

AS BUILT DRAWING

[illegible]

PIPE PILE END DETAIL

With: Grouting and Sealing Ends
of Pipe Pile for End Service

**PB PARSONS
BRINCKERHOFF**

1980

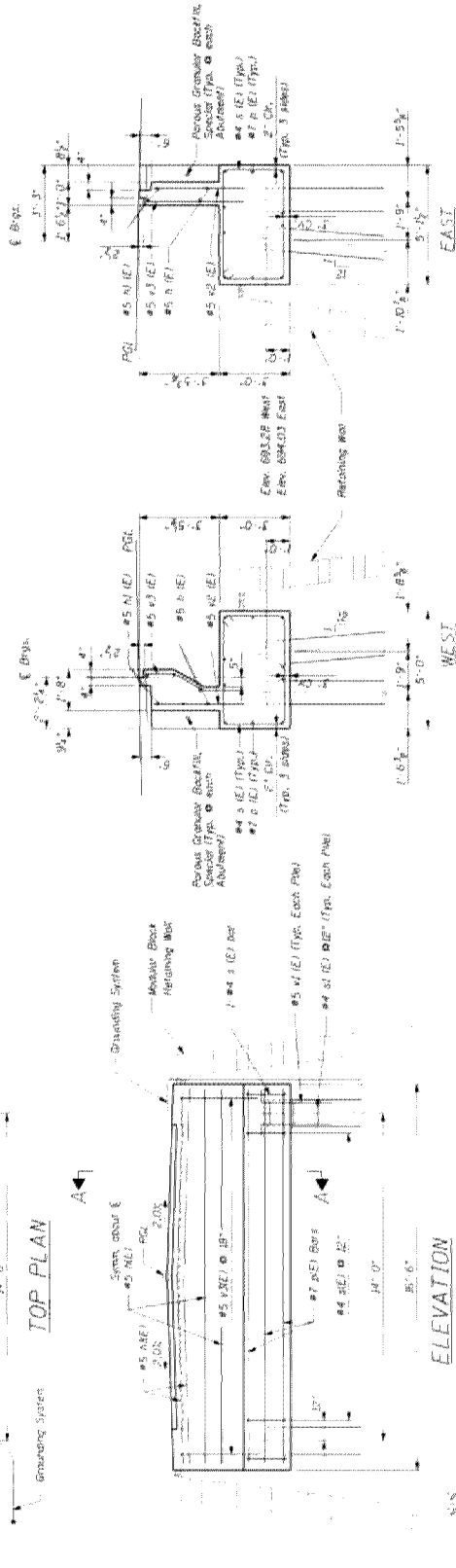
**PARSONS
BRINCKERHOFF**

The diagram shows a central particle (a small circle) surrounded by a shell of other particles (a larger circle). The radius of the shell is labeled 'r'. The number of particles in the shell is labeled 'n'. The mass of the central particle is labeled 'm'.

[illegible]

FOOTING PLAT

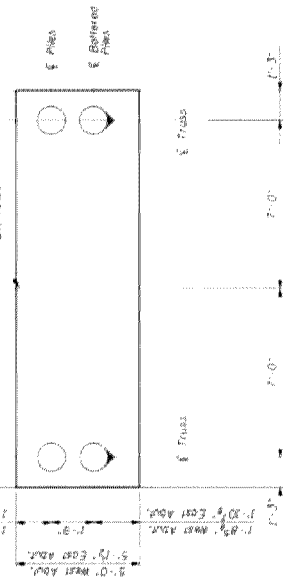
1943



SECTION A-A



12.75" (O.D.) CONCRETE FILLED
PIPE PILE DETAIL

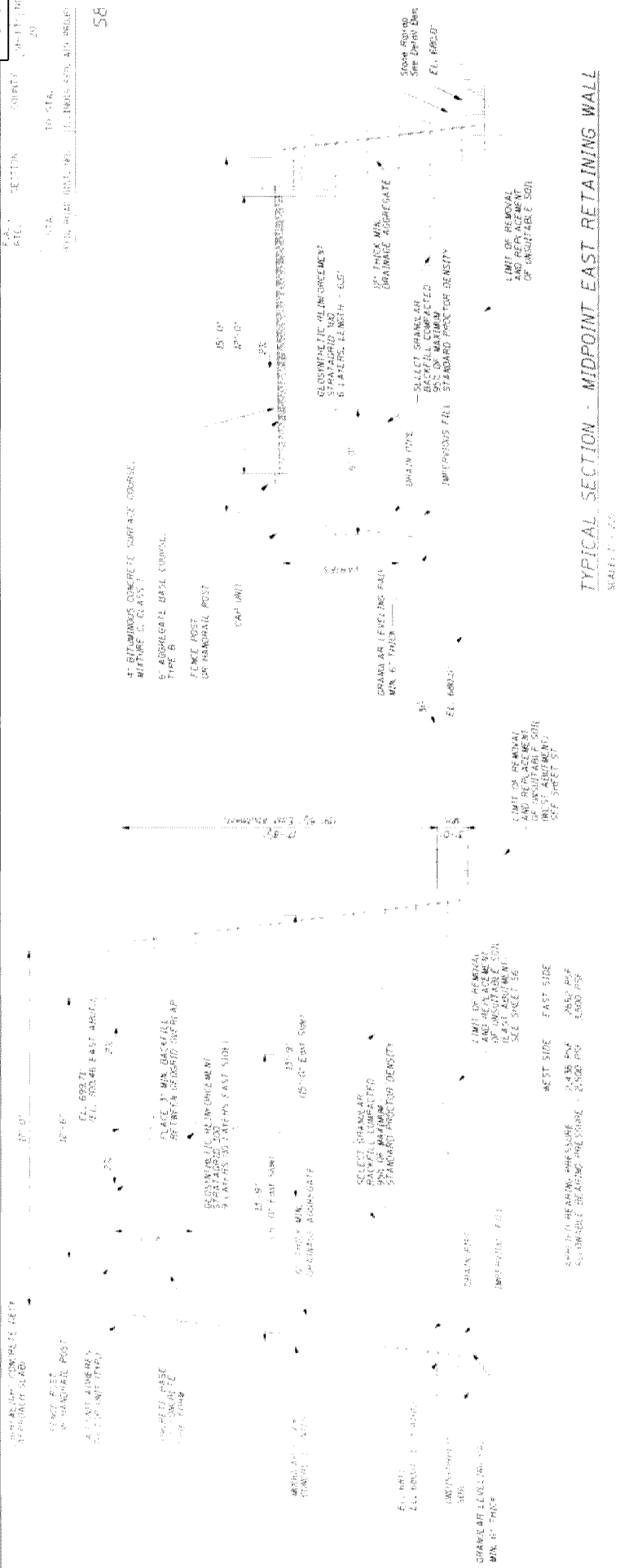


FOOTING PLAN

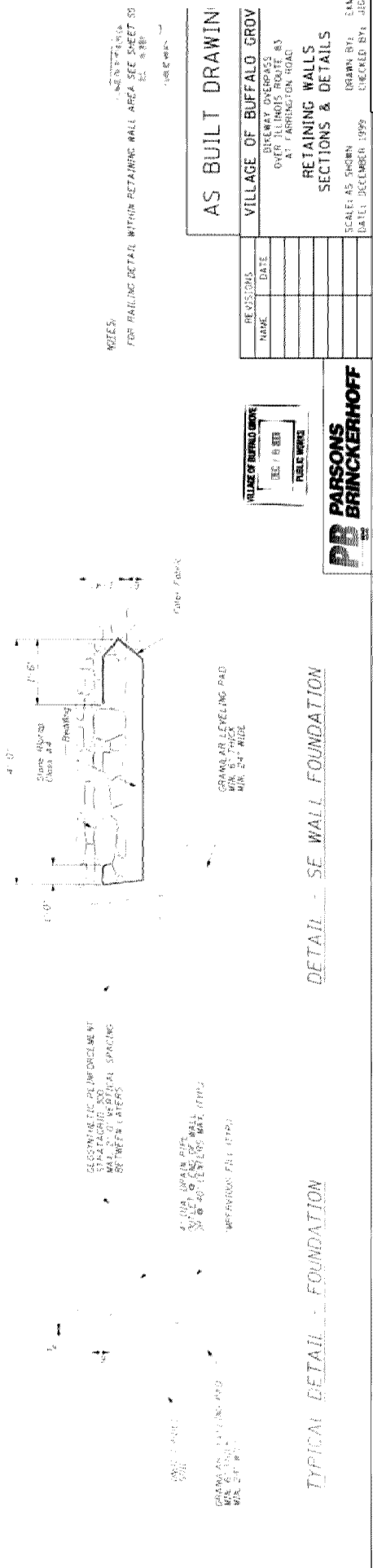


REVISIONS	
NAME	DATE

**PARSONS
BRINCKERHOFF**



TYPICAL SECTION - WEST ABUTMENT RETAINING WALL

[illegible]

DETAIL - SE WALL FOUNDATION

**PARSONS
BRINCKERHOFF**

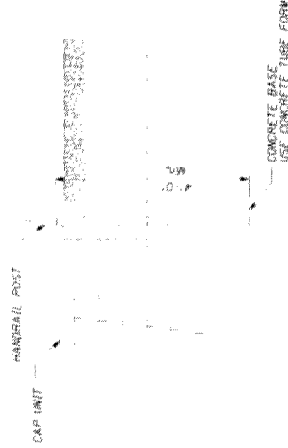
姓名	性别	年龄	职业	住址	电话
王小明	男	25	教师	北京市朝阳区	12345678
李小红	女	30	医生	北京市海淀区	87654321
张大力	男	40	工程师	上海市浦东新区	98765432
刘小芳	女	28	会计	广州市天河区	56789012
陈伟强	男	35	经理	深圳市南山区	34567890
赵小华	女	22	学生	北京市西城区	23456789
孙志强	男	45	教授	武汉市洪山区	10987654
周小丽	女	38	护士	成都市锦江区	09876543
吴大伟	男	50	律师	南京市鼓楼区	90876543
郑小娟	女	27	设计师	杭州市西湖区	89076543
冯国强	男	42	作家	长春市朝阳区	78901234
马小梅	女	33	歌手	昆明市五华区	67890123
徐志强	男	37	程序员	贵阳市南明区	56789012
黄小芳	女	29	记者	海口市龙华区	45678901
宋大伟	男	48	科学家	海口市秀英区	34567890
李小红	女	24	舞蹈家	海口市琼山区	23456789
张大力	男	41	画家	海口市美兰区	12345678
刘小华	女	26	模特	海口市西山区	01234567
陈伟强	男	36	厨师	海口市东山区	90123456
赵小娟	女	23	美容师	海口市南山区	89012345
孙志强	男	46	快递员	海口市北山区	78901234
周小丽	女	34	清洁工	海口市南山区	67890123
吴大伟	男	49	保安	海口市西山区	56789012
郑小娟	女	28	服务员	海口市东山区	45678901
冯国强	男	43	司机	海口市南山区	34567890
马小梅	女	32	售货员	海口市北山区	23456789
徐志强	男	39	快递员	海口市南山区	12345678
黄小芳	女	31	清洁工	海口市西山区	01234567
宋大伟	男	47	保安	海口市东山区	90123456
李小红	女	25	服务员	海口市南山区	89012345
张大力	男	44	司机	海口市北山区	78901234
刘小华	女	27	售货员	海口市南山区	67890123
陈伟强	男	38	快递员	海口市西山区	56789012
赵小娟	女	24	清洁工	海口市东山区	45678901
孙志强	男	45	保安	海口市南山区	34567890
周小丽	女	35	服务员	海口市北山区	23456789
吴大伟	男	51	司机	海口市南山区	12345678
郑小娟	女	29	售货员	海口市西山区	01234567
冯国强	男	44	快递员	海口市东山区	90123456
马小梅	女	33	清洁工	海口市南山区	89012345
徐志强	男	40	保安	海口市北山区	78901234
黄小芳	女	32	服务员	海口市南山区	67890123
宋大伟	男	48	司机	海口市西山区	56789012
李小红	女	26	售货员	海口市东山区	45678901
张大力	男	46	快递员	海口市南山区	34567890
刘小华	女	28	清洁工	海口市北山区	23456789
陈伟强	男	39	保安	海口市南山区	12345678
赵小娟	女	25	服务员	海口市北山区	01234567
孙志强	男	47	司机	海口市南山区	90123456
周小丽	女	36	售货员	海口市西山区	89012345
吴大伟	男	52	快递员	海口市东山区	78901234
郑小娟	女	30	清洁工	海口市南山区	67890123
冯国强	男	45	保安	海口市北山区	56789012
马小梅	女	34	服务员	海口市南山区	45678901
徐志强	男	41	司机	海口市西山区	34567890
黄小芳	女	33	售货员	海口市东山区	23456789
宋大伟	男	49	快递员	海口市南山区	12345678
李小红	女	27	清洁工	海口市北山区	01234567
张大力	男	47	保安	海口市南山区	90123456
刘小华	女	29	服务员	海口市北山区	89012345
陈伟强	男	40	司机	海口市南山区	78901234
赵小娟	女	26	售货员	海口市西山区	67890123
孙志强	男	48	快递员	海口市东山区	56789012
周小丽	女	37	清洁工	海口市南山区	45678901
吴大伟	男	53	保安	海口市北山区	34567890
郑小娟	女	31	服务员	海口市南山区	23456789
冯国强	男	46	司机</		

Packet Pg. 408

8.I.C	SECTION	COUNTY	SHEET NO.
TO STA.	TO STA.	TO	18
FTD. ROAD DIST. NO.	RD. DIST. NO.	RD. DIST. NO.	RD. DIST. NO.

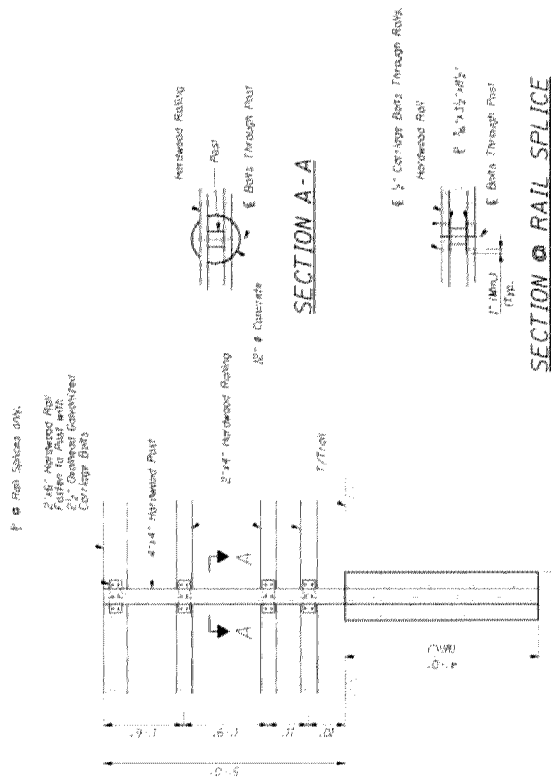
S9

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



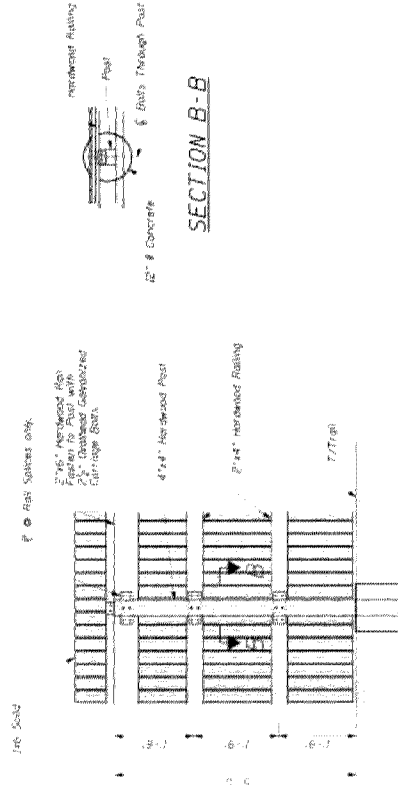
TYPICAL RAILING DETAIL WITHIN RETAINING WALL AREA

NOTE:
OUT HOLES IN GEOSYNTHETIC REINFORCEMENT
FOR CONCRETE TUBE FORM.



HARDWOOD RAILING POST FOUNDATION

NOTE:
TYPICAL EXCEPT SOUTH WEST SIDE
HARDWOOD RAILING TO BE FASTENED TO POSTS WITH
AN OVERHEAD GALVANIZED 5\"/>



SOUTH WEST SIDE HARDWOOD RAILING AND FENCE

AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE
BIKEWAY OVERPASS
OVER ILLINOIS ROUTE 83
AT FARRINGTON ROAD

TYPICAL RAILING DETAILS

PD PARSONS
BRINCKERHOFF

SCALE: 3/4\"/>

Packet Pg. 409

DESIGNED BY: J. A. JONES
CHECKED BY: J. A. JONES
DATE: 10/10/1999
PROJECT NO.: 2023-0615

GENERAL NOTES

SK

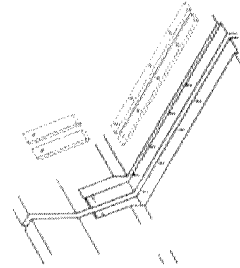
INSTALLATION NOTES

STRENGTH LIMITATIONS

FORMING BLOCKOUT SKETCH

CROSS SECTION

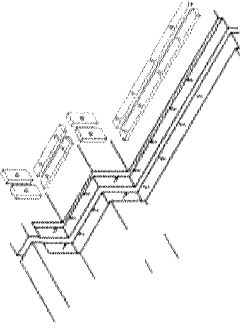
ANCHOR BLOCK WITH ASPHALT SURFACE



AT PARAPET



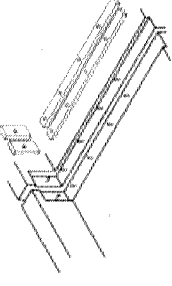
AT CURB



AT SIDEWALK OR MEDIAN



AT SIDEWALK OR MEDIAN
TYPICAL END TREATMENTS



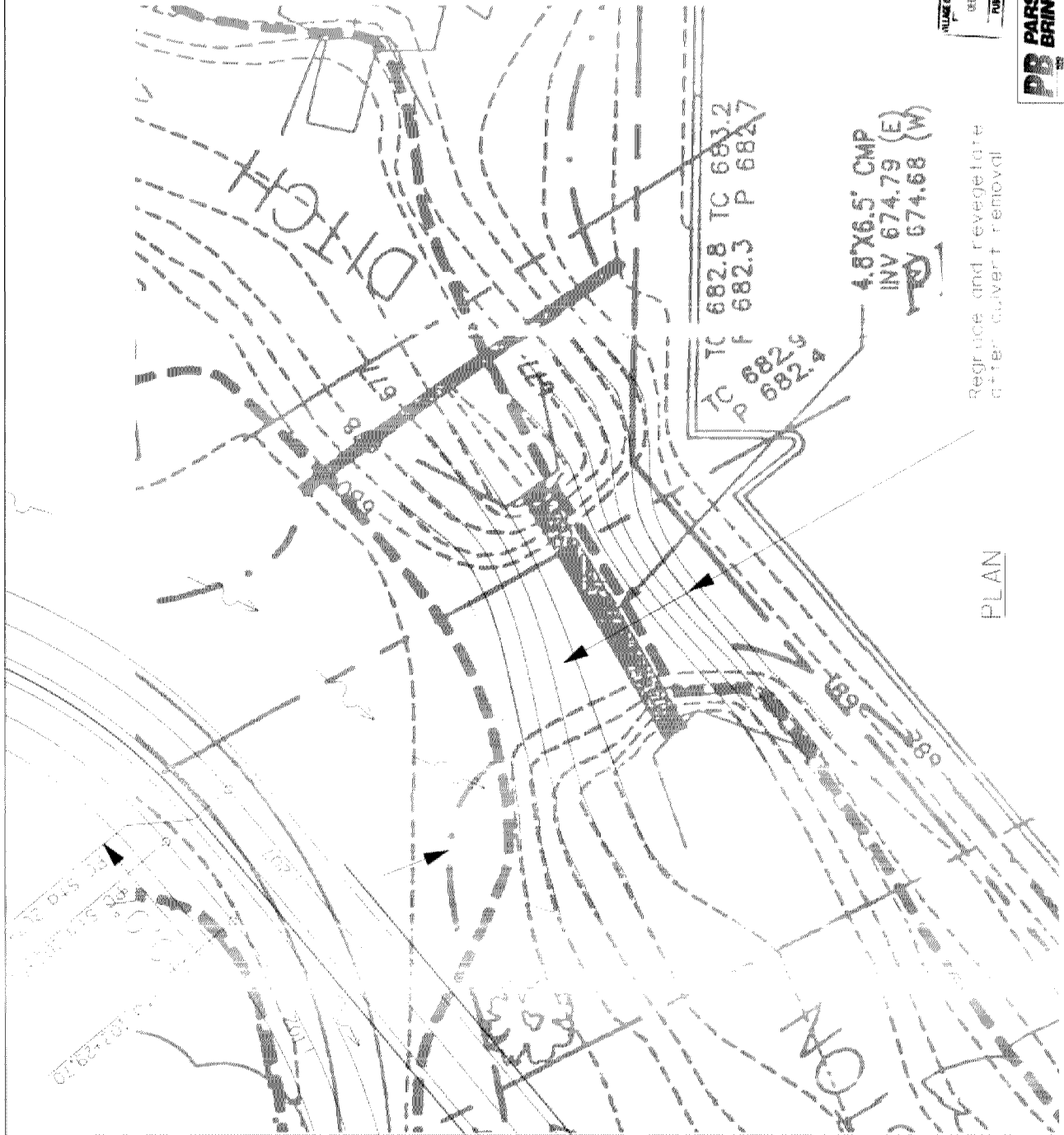
AT WALL



AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE
BUREAU OF PUBLIC WORKS
STANDARD DETAILS
NEOPRENE EXPANSION JOINT
DRAWN BY: J. A. JONES
CHECKED BY: J. A. JONES
DATE: DECEMBER 1999





PLANT LIST

NATIVE PRAIRIE GRASSES 1020 5' PLUGS @ 12" B.C.

Bouteloua curtipendula
Sporobolus vaginatus
Sporobolus heteractis
Sporobolus vaginatus
Sporobolus vaginatus

PERENNIAL MEDIUM WILDOES 1020 5' PLUGS @ 12" B.C.

Asplenium platyneuron
Dioscorea oppositifolia
Equisetum hyemale
Liatris pycnostachya
Monarda mollis
Rudbeckia hirta
Sedum spectabile
Thalictrum dasycarpum
Veronica stricta

GRASSES

Andropogon scoparius
Sporobolus vaginatus
Sporobolus vaginatus
Sporobolus vaginatus
Sporobolus vaginatus

AS BUILT DRAWING

VILLAGE OF BUFFALO GROVE

OVER ILLINOIS ROUTE 63
AT FARRINGTON ROAD

REVEGETATION PLAN

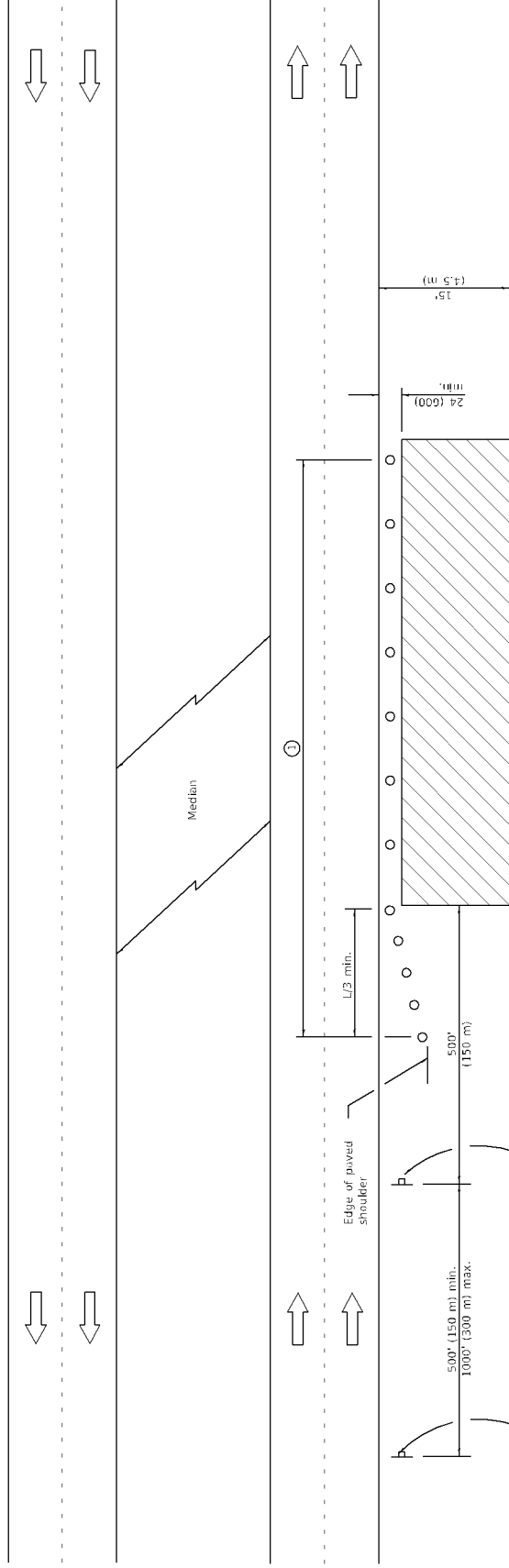
SCALE: NONE
DATE: DECEMBER 1979

Packet Pg. 411

PARSONS
BRINCKERHOFF

APPENDIX D

IDOT HIGHWAY STANDARDS & DISTRICT SPECIFIC STANDARDS



For contract construction projects

For maintenance and utility projects

W21-10(-)-48

W20-103(0)-48

W20-10(-)-48

TYPICAL APPLICATIONS

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Deliverator installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS
English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$
45 mph (80 km/h) or greater:	$L = (W)(S)$
W = Width of officer in feet (meters).	$L = 0.65(W)(S)$
S = Normal posted speed mph (km/h).	

All dimensions are in inches (millimeters) unless otherwise shown.

SYMBOLS

- Work area
- Sign
- Cone, drum or barricade

OFF-RD OPERATIONS, MULTILANE, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

DATE	REVISIONS
4-1-16	Corrected typo in title.
1-1-14	Revised workers sign number to agree with current MUTCD.

STANDARD 701101-0F Packet Pg. 413

Illinois Department of Transportation

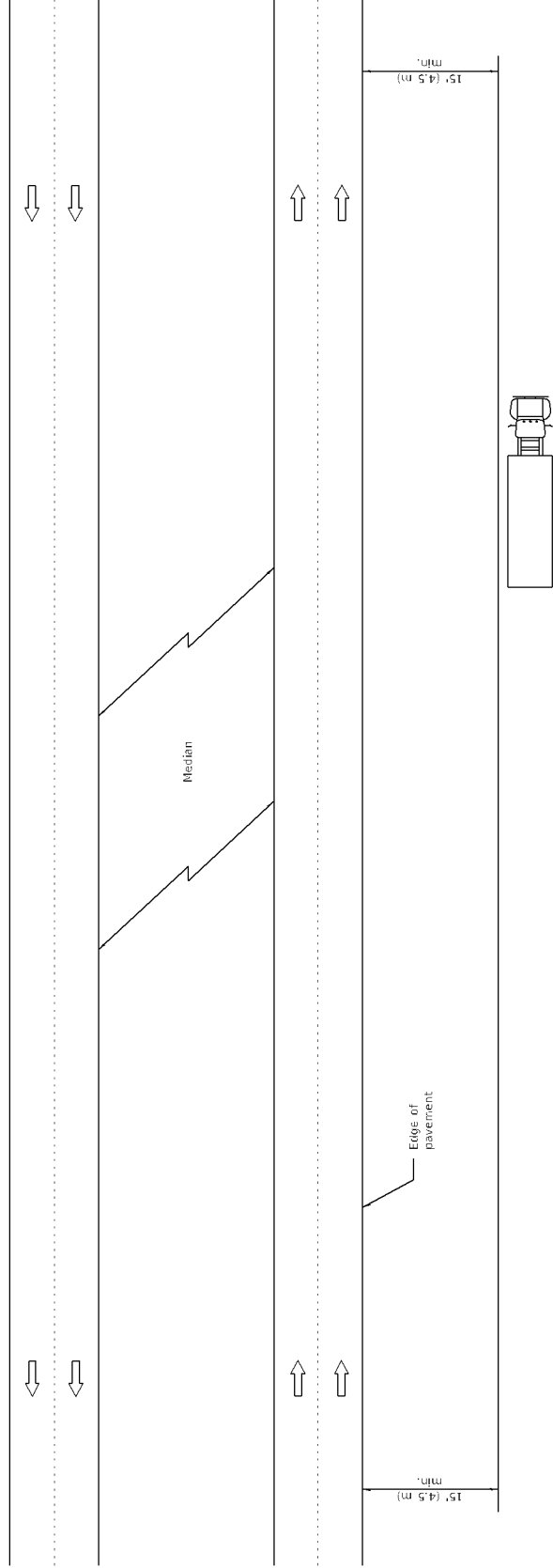
PASSNO. 2016

APPROVED: 2016

APPROVE: 2016

DESIGNED BY: 2016

DESIGNED BY: 2016



GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701101.

This Standard also applies to work performed in the median more than 15' (4.5 m) from either pavement.

All dimensions are in inches (millimeters) unless otherwise shown.

TYPICAL APPLICATIONS

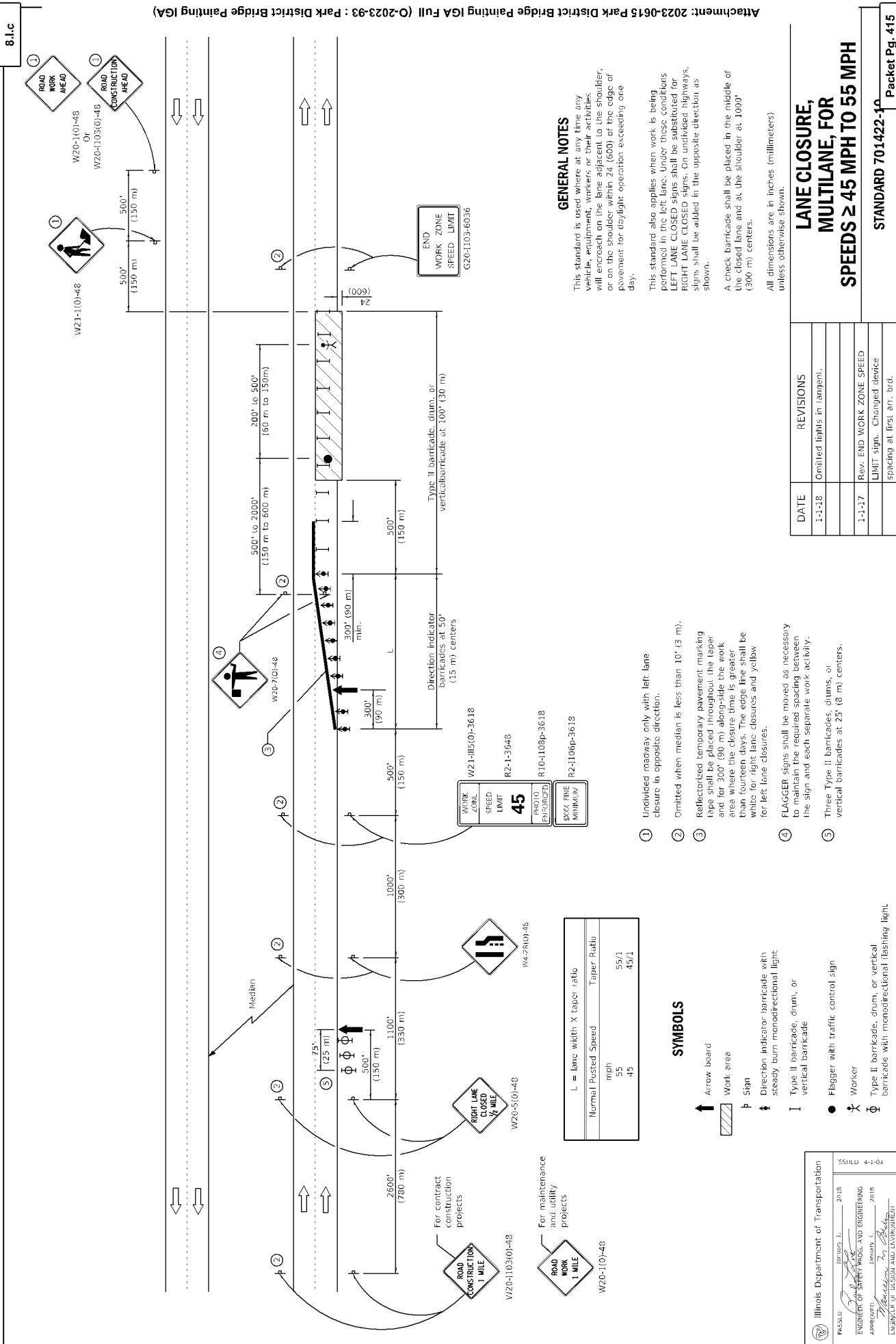
- Landscaping work
- Utility work
- Fencing contracts

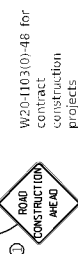
DATE	REVISIONS
1-1-05	Switched units to English (metric).
1-1-05	Revised title.

**OFF-RD OPERATIONS, MULTILANE,
MORE THAN 15' (4.5 m) AWAY**

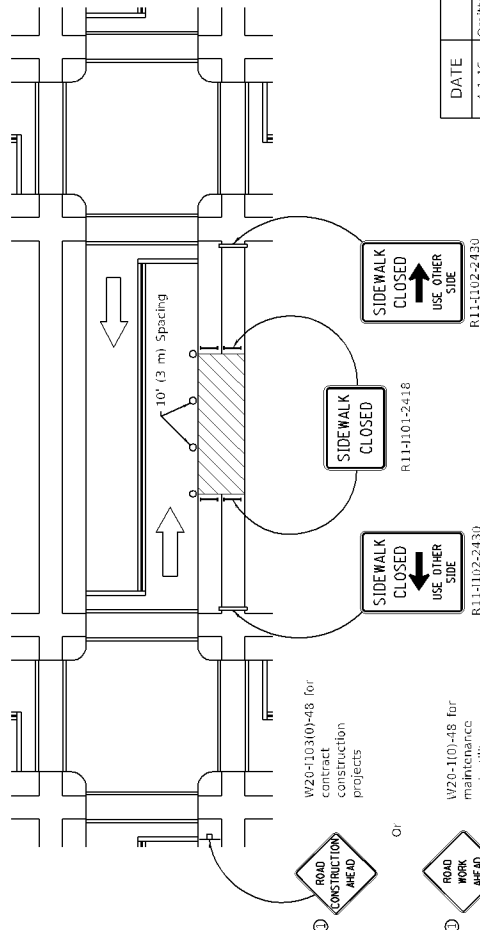
STANDARD 701106-02
Packet Pg. 414

Illinois Department of Transportation	
PASSED	DESIGNED BY 2009
ENGINEER OF OPERATIONS	APPROVED BY 2009
DESIGNED BY DESIGN AND CONSTRUCTION	





①



Or

 W20-1(0)-48 for maintenance and utility projects.

SIDEWALK CLOSURE

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be repositioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

① Omit whenever duplicated by road work traffic control

DATE	REVISIONS
4-1-16	Omitted orange safety fence
	from standard as this is
	covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of
	plan views. Renamed std.

**SIDEWALK, CORNER OR
CROSSWALK CLOSURE**

Sheet 1 of 2)

STANDARD 701801-00
D-1-4 B-140

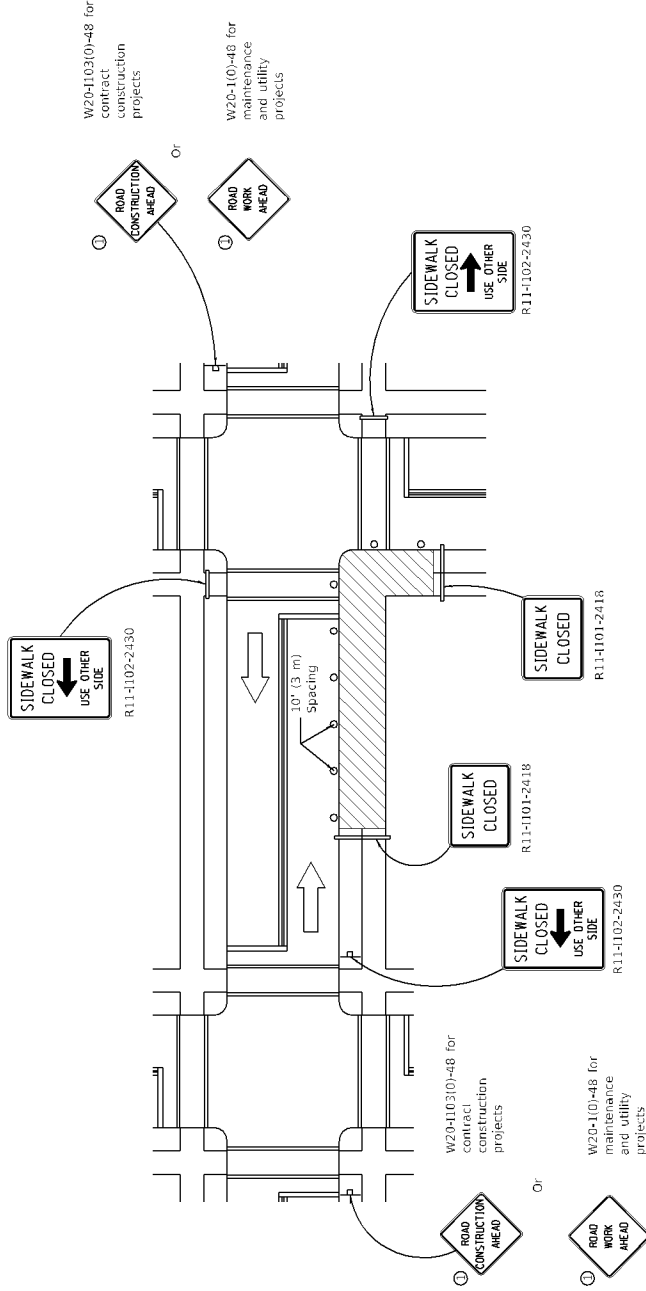
Packet Pg. 416

 **Illinois Department of Transportation**

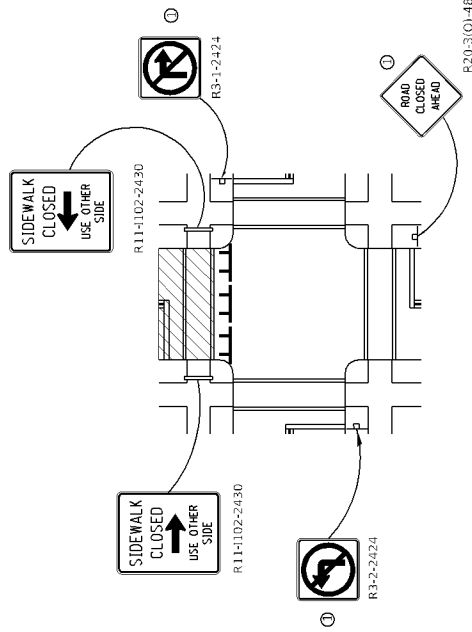
PASSID: April 1, 2016

ENGINEER OF SAFETY ENGINEERING

APPROVER: April 1, 2016



CORNER CLOSURE



CROSSWALK CLOSURE

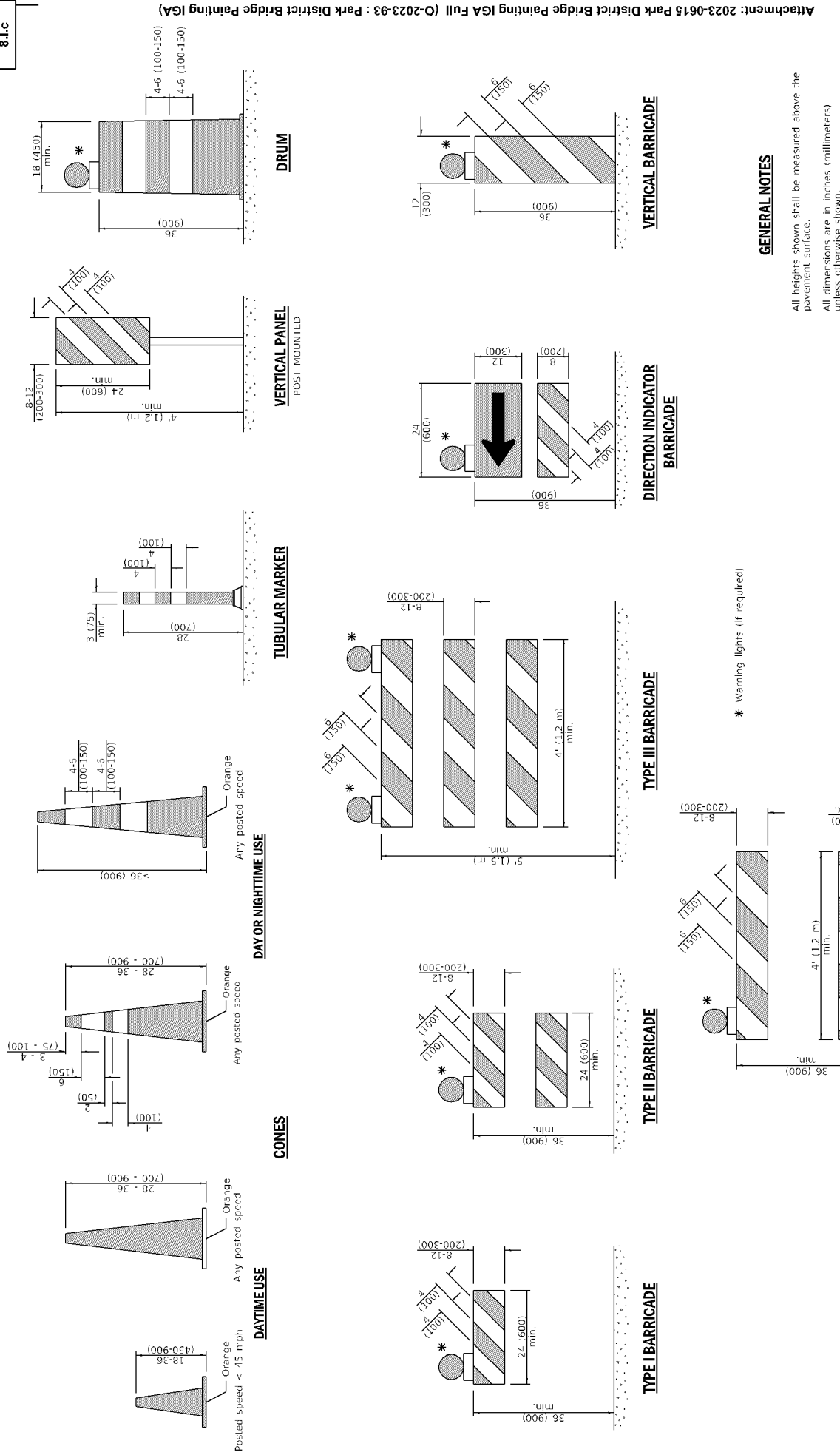
Illinois Department of Transportation	DATE	2016
	APPROVED BY	
	ENGINEER OF SAFETY ENGINEERING	
	APPROVED BY	

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

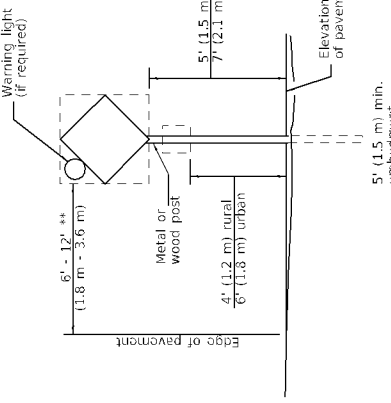
STANDARD 70180

Packet Pg. 417



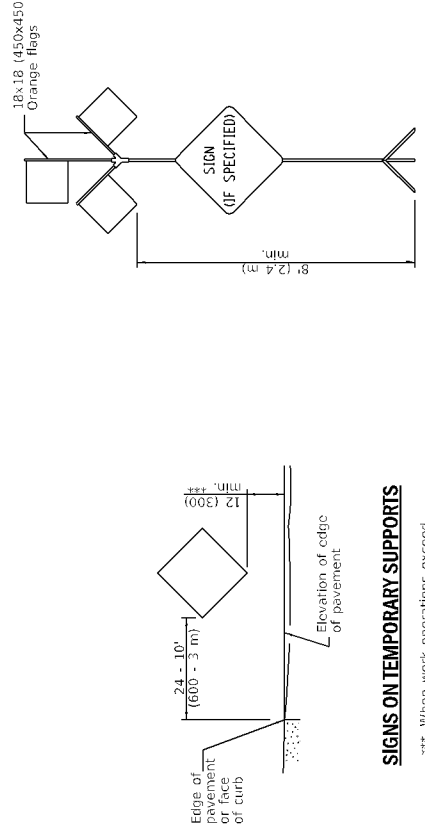
ILLINOIS Department of Transportation		STANDARD 701901.00	
APPROVED		(Sheet 1 of 3)	
ENGINEER OF SAFETY PROG. AND ENGINEERING		Packet Pg. 418	
APPROPRIATE		TRAFFIC CONTROL DEVICES	
UNAPPROPRIATE		REVISIONS	
		DATE	REVISIONS
		1-1-19	Revised cone usage and added cones >36" (900 m) height.
		1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

Attachment: 2023-0615 Park District Bridge Painting IGA Full (O-2023-93 : Park District Bridge Painting IGA)



POST MOUNTED SIGNS

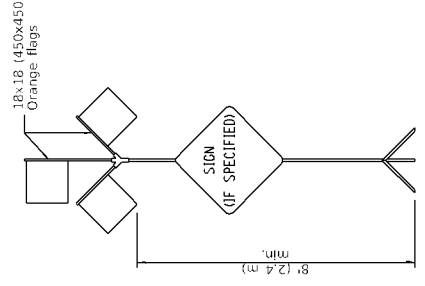
++ When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 12 (300) min. located behind the devices. The height shall be sufficient to be seen completely above the devices.

HIGH LEVEL WARNING DEVICE



ROAD CONSTRUCTION NEXT X MILES
G20-1104(O)-6036

END CONSTRUCTION
G20-1105(O)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).
Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

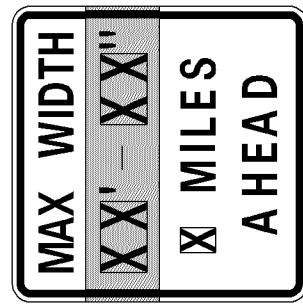
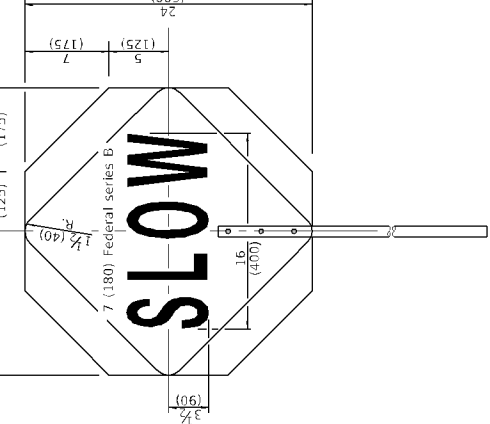
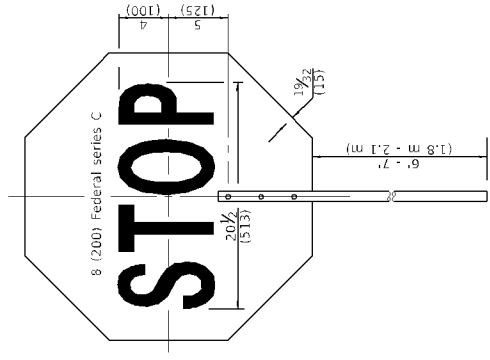
WORK ZONE	W21-1115(O)-3618
SPEED LIMIT	R2-1-3648
XX	
PHOTO ENFORCED	R10-1108p-3618 ***
XXXX FINE MINIMUM	R2-1106p-3618
END WORK ZONE SPEED LIMIT	G20-1103-6036

Sign assembly as shown on Standards or as allowed by District Operations.

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

*** R10-1108p shall only be used along roadways under the jurisdiction of the State.



W12-1103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.

REVERSE SIDE

FRONT SIDE

TRAFFIC CONTROL DEVICES

FLAGGER TRAFFIC CONTROL SIGN

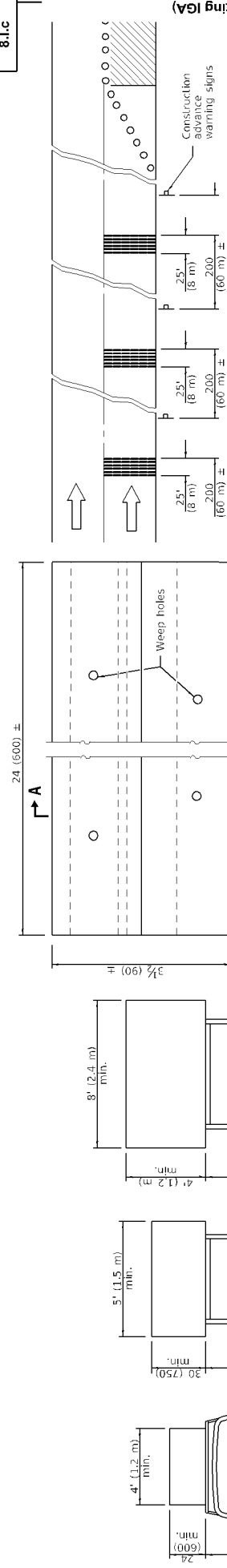
Illinois Department of Transportation

APPROVED: *[Signature]* 2019
ENGINEER OF SAFETY PROGRAMS AND ENGINEERING

APPROVED: *[Signature]* 2019
DESIGNER OF SAFETY PROGRAMS AND ENGINEERING

55105 1-1-13

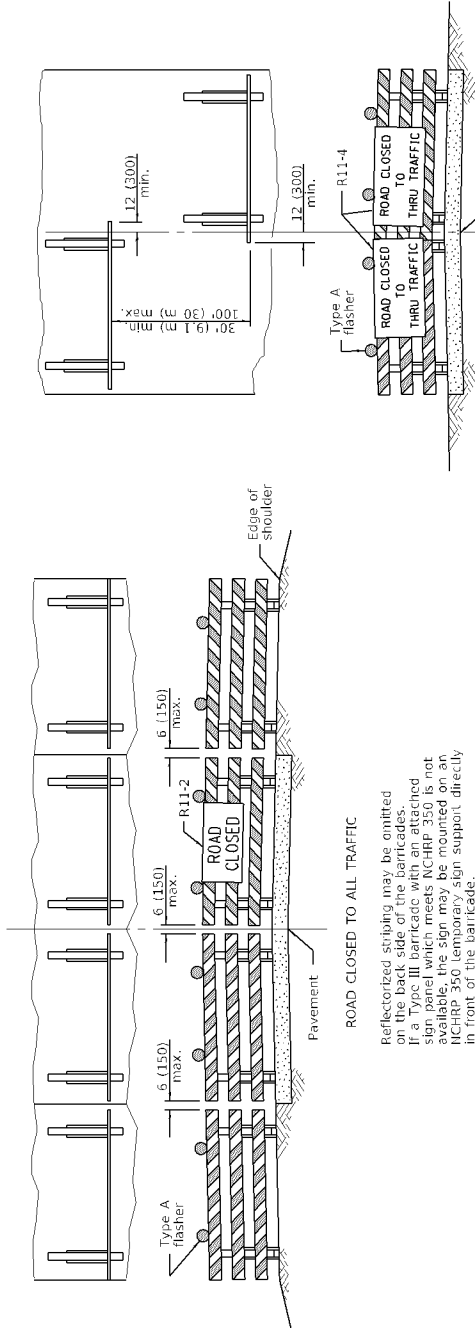
(Sheet 2 of 3)



TYPICAL INSTALLATION

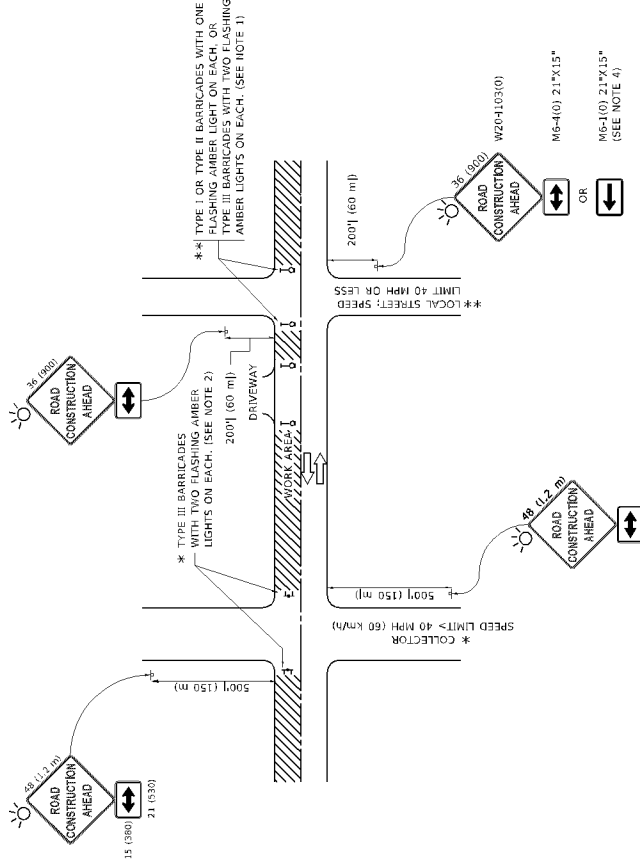
TEMPORARY RUMBLE STRIPS

SECTION A-A



TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL
DEVICES

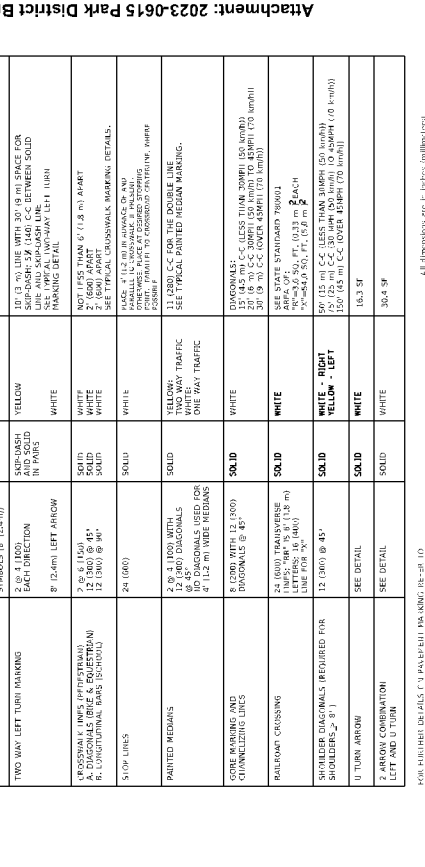
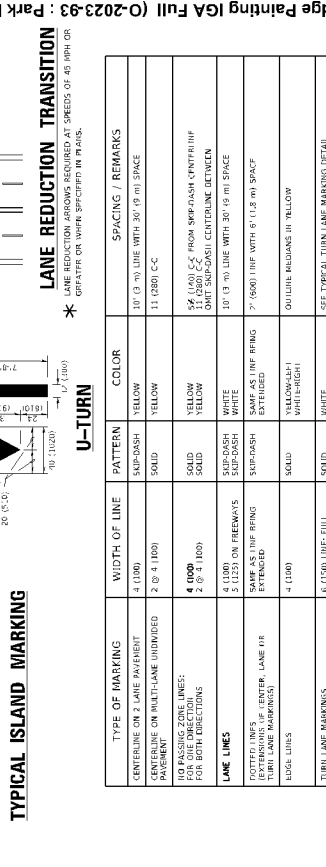
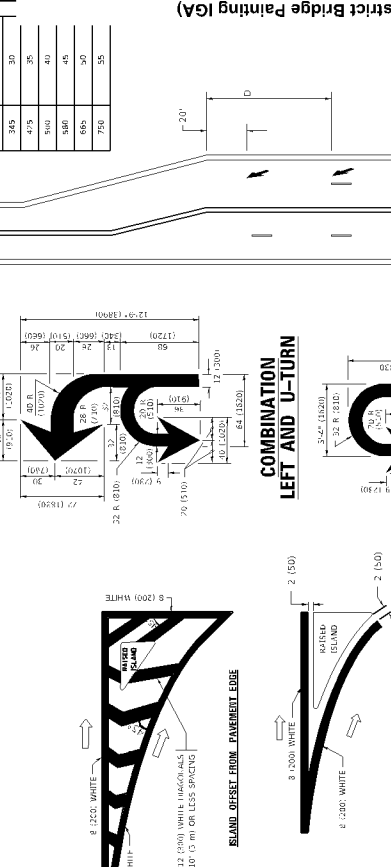
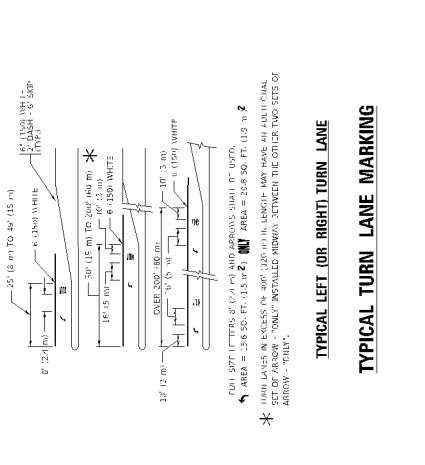
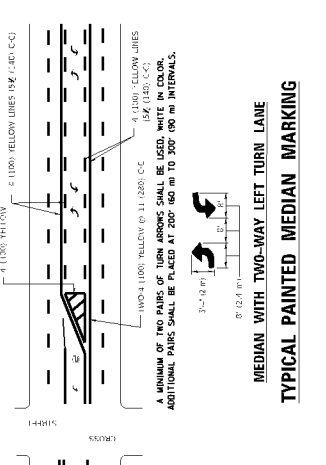
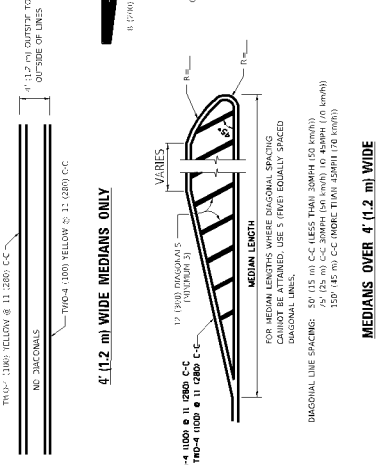
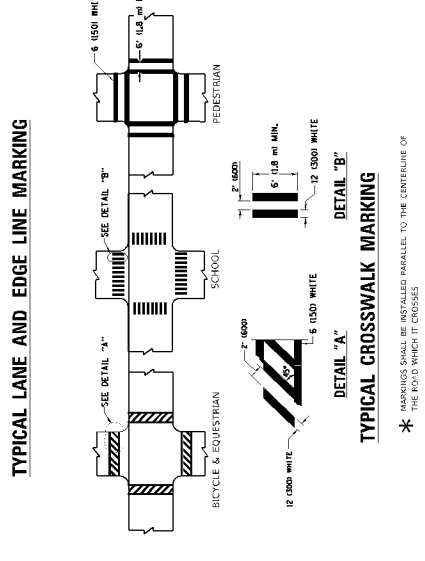
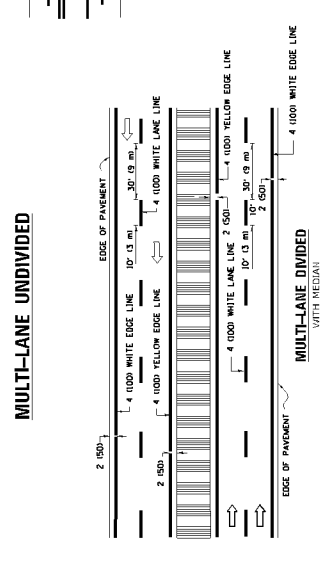
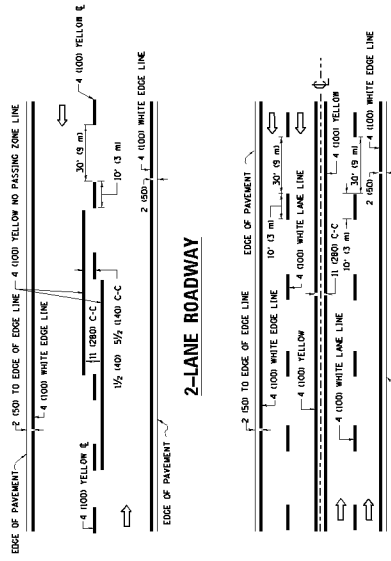


NOTES:

1. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
 - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
 2. SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
 - b) BLOCKING WITH TYPE II BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
 3. CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (7.10) IN HEIGHT.
 4. WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).
5. WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARD(S). THE DIRECTIONAL ARROW (M6-1 OR M6-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
6. ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.
7. THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

All dimensions are in inches (millimeters) unless otherwise shown.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS				Packet Pg. 421			
DESIGNED	DRAWN	CHECKED	DATE	SCALE	INCHES	FEET	TO STA.	FROM STA.	SHEET	OF	SHEETS
DESIGNED - J. H. H.	DRAWN - J. H. H.	CHECKED - J. H. H.	DATE - 10/15/16	SCALE - 1" = 40'	INCHES	FEET	TO STA.	FROM STA.	1	OF	1
REVISED - J. H. H.	REVISED - J. H. H.	REVISED - J. H. H.	REVISED - J. H. H.	SCALE - 1" = 40'	INCHES	FEET	TO STA.	FROM STA.	1	OF	1
REVISED - J. H. H.	REVISED - J. H. H.	REVISED - J. H. H.	REVISED - J. H. H.	SCALE - 1" = 40'	INCHES	FEET	TO STA.	FROM STA.	1	OF	1
REVISED - J. H. H.	REVISED - J. H. H.	REVISED - J. H. H.	REVISED - J. H. H.	SCALE - 1" = 40'	INCHES	FEET	TO STA.	FROM STA.	1	OF	1



STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION										DISTRICT ONE TYPICAL PAVEMENT MARKINGS		F.U. MAP, SECTION		TOTAL SHEETS, COUNTY	
DESIGNED -		EVERTS		REVISED -		C. JACIUS 04-05-09		REVISED -		C. JACIUS 07-03-13		REVISED -		C. JACIUS 12-21-15	
DRAWN		JACIUS		REVISED -		C. JACIUS 04-05-09		REVISED -		C. JACIUS 07-03-13		REVISED -		C. JACIUS 12-21-15	
VOLUME		# 1		REVISED -		C. JACIUS 04-05-09		REVISED -		C. JACIUS 07-03-13		REVISED -		C. JACIUS 12-21-15	
DATE		# 12-21-15		REVISED -		C. JACIUS 04-05-09		REVISED -		C. JACIUS 07-03-13		REVISED -		C. JACIUS 12-21-15	
SCALE: 1" = 40'										SHEET 1		OF 2		SHEETS STA. 10+00 TO STA. 10+50	

Packet Pg. 422

TURN BAY ENTRANCE AT START
OF LANE CLOSURE TAPER

TURN BAY ENTRANCE
WITHIN A LANE CLOSURE

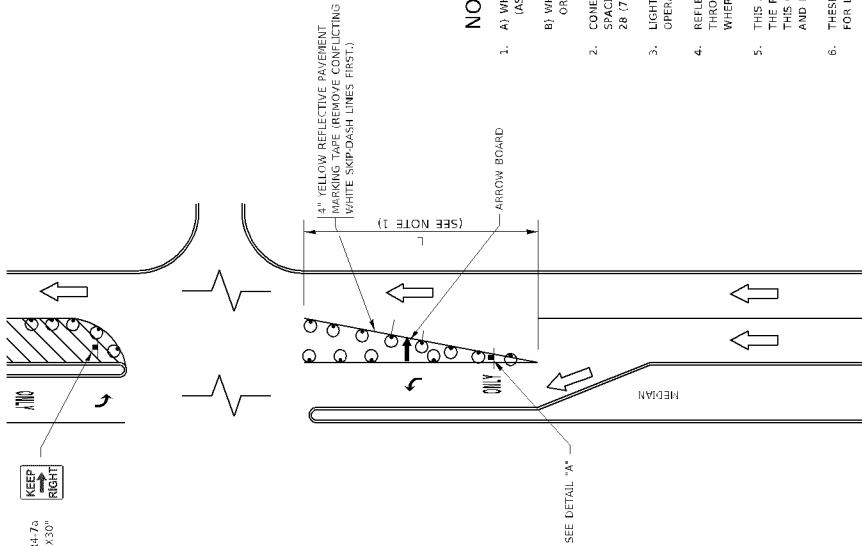
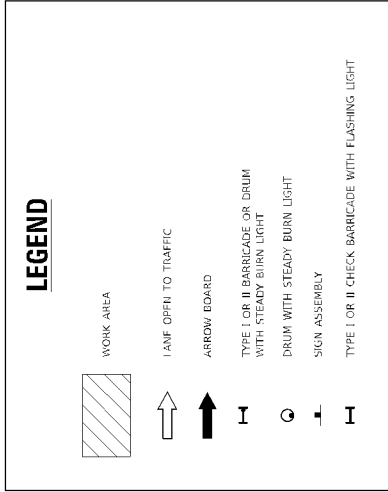


FIGURE 1

NOTES:

1. A) WHEN "L" IS $\leq$ THE STORAGE LENGTH OF THE TURN LANE (AS SHOWN IN FIG. 1), USE FIGURE 1.
B) WHEN "L" IS $>$ THE STORAGE LENGTH OF THE TURN LANE OR THE TURN LANE IS WITHIN THE LANE CLOSURE, USE FIGURE 2.
2. CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
3. LIGHTS WILL NOT BE REQUIRED ON BARRICADES OR DRUMS FOR DAY OPERATIONS. ALL LIGHTS SHALL BE MONODIRECTIONAL.
4. REFLECTIVE TEMPORARY PAVEMENT MARKINGS SHALL BE PLACED THROUGHOUT THE BARRICADED AREAS OF EACH TURN BAY AS SHOWN WHERE THE CLOSURE TIME IS GREATER THAN FOURTEEN (14) DAYS.
5. THIS APPLICATION ALSO APPLIES WHEN WORK IS BEING PERFORMED IN THE RIGHT LANE(S) AND THE RIGHT TURN BAY IS TO REMAIN OPEN. UNDER THIS CONDITION, "RIGHT TURN LANE" R3-100R 24 x 24 (600 x 600) AND W6-2R 21 x 15 (530 x 380) SHALL BE USED.
6. THESE CONTROLS SHALL SUPPLEMENT MAINLINE TRAFFIC CONTROL FOR LANE CLOSURES.
7. THE SIGNS SHALL BE MOUNTED ABOVE THE BARRICADES/DRUMS ON SEPARATE SIGN SUPPORTS THAT MEET NCHRP 350 OR MASH REQUIREMENTS.
8. TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC) SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

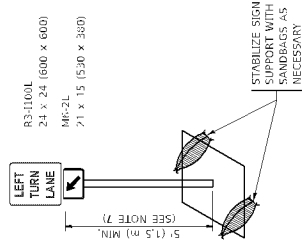


FIGURE 2

DETAIL A

All dimensions are in inches (millimeters) unless otherwise shown.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC)			
DESIGNED - T. RAMMACKER 05-06-94	REVISION - R. BOND 02-14-00	P.C. DATE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.	
DRAWN - A. SCHUEITZ 07-01-13	REVISION - A. SCHUEITZ 11-07-05						
CHECKED - A. HILKNER 11-17-06	REVISION - A. SCHUEITZ 09-15-16						
DATE - T. RAMMACKER 01-06-00	REVISION -						
-SER (A-E) - "Noted"				TC-14			
V of V.A. - #30000 / P.				L-1000 / TOL			
VUT DATE - 3/5/2018				SHEET 1 OF 1 SHEETS			
				TO STA.			
				FROM STA.			
				SCALE: NONE			
				Packet Pg. 423			



Ordinance No. O-2023-94 : Ordinance Authorizing the Purchase of One 2023 Chevrolet Silverado 1500 Pickup Truck from Castle AutoPlex

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2023 Chevrolet Silverado 1500 from Castle AutoPlex, in an amount not to exceed \$46,480.26.

ATTACHMENTS:

- Memo Fire Department Chevy 1500 (DOCX)
- 2023 Fire Department Fleet Replacement Ordinance Chevrolet Silverado 1500 (DOCX)
- Castle Mchenry Silverado - Quote (PDF)

Trustee Liaison

Pike

Staff Contact

Jim Warnstedt, Public Works

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



DATE: July 10, 2023

TO: Brett Robinson, Administrative Services Director

FROM: Josh Wallace, Fleet Manager

SUBJECT: Fire Department Fleet Replacement with Change of Vehicle Platform

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2023 Chevrolet Silverado 1500 from Castle AutoPlex, in an amount not to exceed \$46,480.26.

Background

The approved 2023 budget includes the replacement for Fire Department unit 298, with a budgeted amount of \$55,000 which includes all necessary upfitting. Based on the new platform need, staff is requesting the Board to approve the vehicle purchase and upfit in an amount not to exceed \$60,023.85.

Unit 298 is a 2010 Ford Explorer, with the odometer currently showing 69,609 miles. This unit is still in regular service and nearing the end of its useful life. The proposed replacement unit is a 2023 Chevy 1500, with a cost of \$46,480.26 and \$13,543.59 to upfit, for a total cost of \$60,023.85.

The required daily equipment carried on the vehicle to remain response ready in addition to the materials required to provide quality training are a struggle to carry in the currently assigned vehicle platform. Staff are recommending a transition to a pick-up truck format to facilitate the carrying of the required safety equipment as well as the transportation of materials that are required for regular training activities. Staff respectfully requests the recommended vehicle have four-wheel drive capability, a crew cab for supplemental incident command activities when needed, a cargo area for transportation of training materials, towing capabilities for trailer movement and the ability to carry the variety of equipment safely and securely in a dry environment.

The Fire Department currently assigns a Ford Explorer sport utility style vehicle to its department Training and Safety Officer. This position requires the response to emergency scenes and functioning as a Safety Officer as well as other supervisory assignments in atmospheres that are immediately dangerous to life and health (IDLH). The responsibilities of this position require the vehicle to carry firefighting protective gear, various air quality meters, extra items like gloves and firefighting hoods as well as rehabilitation and safety items including water, disposable hand heaters for prolonged cold exposure, hearing protection, etc.

In addition to emergency responses, the responsibilities of this position require the coordination of department training activities between fire stations, to acquired training structures and to the CAFT training facility. This includes the transport of training materials and props on an as needed

basis. Some of the transported items include plywood, drywall, smoke machines, training mannequins, extra hose, etc.

If the replacement vehicle is approved, staff would place the unit at auction for asset recovery when the replacement vehicle is delivered.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE 2023 CHEVROLET SILVERADO 1500 PICKUP TRUCK
FROM CASTLE AUTOPLEX**

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

WHEREAS, the Village of Buffalo Grove Fire Department requires the replacement of one Ford Explorer vehicle; and

WHEREAS, the Village Board has waived competitive bidding due to the absence of a state contract.

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

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

SECTION 2. The Village Board has waived competitive bidding and authorized the Village Manager to purchase one (1) 2023 Chevrolet Silverado 1500 Pickup Truck from Castle AutoPlex, in an amount not to exceed \$46,480.26.

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: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



Date/Time: Jun 29, 2023 12:27 PM

8.J.c

Buyer: Bryan Beitzel

Phone: H: (847) 366-8024

Address: 51 Rupp Blvd.

Buffalo Grove, IL 60089

Salesperson: Ryan Bankert

2023 Chevrolet Silverado 1500, Body Type:Crew Cab Pickup C230445

Color:Red Hot, 7 Miles VIN:1GCPDBEK5PZ271344

Cash	Balance Due
\$ Down	
\$0	\$46,480

Market Value	\$51,210.00
Discount Savings	\$5,400.00
Sale Price	\$45,810.00
Total Price	\$45,810.00
Proc/Doc Fees	\$347.00
New Plates Retail	\$168.00
Title Retail	\$155.00
Total Balance Due	\$46,480.00

Attachment: Castle Mchenry Silverado - Quote (O-2023-94 : Fire Department Fleet Replacement)

X

Customer Signature

X

Manager Signature

Date

Date

The Benefits and protection options available have been explained to me and I choose the option initialed above. I hold the Dealer harmless for my refusal of any optional benefit or protection. Products descriptions are for informational purposes only. Please refer to product agreements for actual terms and conditions.



Ordinance No. O-2023-95 : Ordinance Authorization the Execution of a Contract with Martam Construction, Inc for Quiet Zone Modifications

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Martam Construction, Inc for Quiet Zone Modifications in an amount not to exceed \$229,472.10, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Martam Memo(DOCX)
- Martam Ordinance (DOCX)
- Martam Contract (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: July 13, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Director of Public Works/Village Engineer

SUBJECT: Martam Construction Award of Quiet Zone Modifications

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Martam Construction, Inc for Quiet Zone modifications in an amount not to exceed \$229,472.10 which includes a 10% Village controlled contingency, pending final review and approval by the Village Attorney.

BACKGROUND

Purpose

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.

Project Development

To certify the Quiet Zone in 2023 safety modifications are required at the railroad intersections on IL Route 22 and Deerfield Pkwy (along with some of the other communities' crossings). The safety modifications range from full concrete median replacement to the installation of delineator barriers.

Buffalo Grove led a bid to correct all these matters in May of 2023, where only one bid was received which was significantly over the estimates and budget. Staff then recommended to waive bids and move to negotiate in June, allowing two other companies to give pricing on the work.

Attachment: Martam Memo (O-2023-95 : Quiet Zone Modifications Award)

The breakdown all the costs are as follows:

Item	Cost
Budget in CIP	\$140,000.00
Engineer's Estimate	\$158,600.00
As-Bid – Alliance Contractors (May)	\$442,694.90
Proposal – Landmark Contractors (July)	\$252,205.65
Proposal – Martam Construction (July)	\$208,611.00

The Village of Wheeling is moving forward with Martam Construction for their Quiet Zone modifications as well. The budget differential (within Capital Project – Streets) can be addressed through the patching, striping and cracksealing programs as they are finished and will be collectively \$95k under budget.

NEXT STEPS

Staff will continue to work with the other six communities that need to update their Quiet Zone crossings to recertify the entire area. A request has been made to the FRA to extend our certification timeline from September 30th, 2023 to November 30th, 2023 to allow all the communities to rework their purchasing practices, as the bidding process did not allow anyone to move forward with their modifications.

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH MARTAM CONSTRCTION INC. FOR
QUIET ZONE MODIFICAITONS**

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

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Martam Construction Inc. for Quiet Zone modifications in an amount not to exceed \$229,472.10, pending final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Martam Ordinance (O-2023-95 : Quiet Zone Modifications Award)



Village of Wheeling
Village of Buffalo Grove
Village of Mundelein
Village of Libertyville
Village of Round Lake Beach
Village of Lake Villa
Village of Antioch

Grade Crossing Median Improvements

Quiet Zone THR000-481

Bid & Contract Documents

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

EXHIBIT B - SCHEDULE OF PRICES (cont.)**B. Buffalo Grove – Grade Crossing Median Improvements**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	114		
25000210	SEEDING, CLASS 2A	ACRE	0.10		
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	192		
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1131		
44003100	MEDIAN REMOVAL	SQ FT	3579		
78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1131		
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1131		
X6065760	CONCRETE MEDIAN SURFACE, 8"	SQ FT	1729		
X6350120	DELINEATOR REMOVAL	EACH	35		
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	140		
BG001	COMBINATION CONCRETE CURB & GUTTER, 8" (SPECIAL)	FOOT	1131		
BG002	RAILROAD RIGHT OF ENTRY PERMIT AND PROTECTIVE LIABILITY INSURANCE	L SUM	1		
BG003	RAILROAD FLAGGING	L SUM	1		
TOTAL COST (B)					

Include TOTAL COST (B) under the Total Bid Price for all Municipalities (SEE PAGE 12)

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

SCOPE OF WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

The following request for bid involves improvements to highway-rail grade crossing median approaches for the collective Municipalities.

- Removal of existing medians and reconstruction of 8” tall medians at eight (8) Highway-Railroad grade crossings.
- Installation of flexible median delineators at three (3) Highway-Railroad grade crossings.

Final acceptance will be done after completion of all medians and flexible median delineators are completed. Acceptance will be completed by the Municipality and/or the engineer.

GUARANTEE

Any flexible median delineators broken, destroyed, or missing before Final acceptance shall be fully replaced by the contractor. No additional payment will be made for replacement of flexible median delineators before Final acceptance.

The installation of all concrete medians shall be fully guaranteed for a period of one (1) year from the date of installation. A written guarantee shall be attached to the bid.

REJECTION OF MATERIAL

The Municipality reserves the right to reject any material which does not comply with the specifications, and all rejected materials shall be immediately removed by the contractor from the premises of the Village/City and the Municipality will not assume any responsibility for such rejected material.

QUANTITY

Payment for all material quantities, installation and labor will be paid for based on plan quantity at the price included in the original bid. No additional payment will be made for work staging, or additional quantity utilized by the contractor except for cases where prior approval by the Engineer and Municipality.

ADOPTED STANDARDS

The contractor shall construct all improvements, including materials used, traffic control methods, and erosion control methods in accordance with the applicable portions of the most recent editions of the “Standard Specifications for Road and Bridge Construction,” “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways,” and the Special Provisions provided for all improvements located on IDOT and Municipal jurisdictional routes.

The contractor shall construct all improvements, including materials used, traffic control methods, and erosion control methods in accordance with the applicable portions

WORK HOURS

For the purpose of this agreement, Business Work Hours shall be Monday through Friday from 7:00 am until 3:30 pm, unless otherwise authorized by the Municipality. The contractor shall note specific work times permitted for the respective crossing locations as identified in the plans and special provisions.

NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Municipalities 48 hours prior to the Contractor, or its employees or Subcontractors, starting the Work or any phase of the Work.

CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

COMPLETION OF JOB

The job is not considered complete until all work listed in the Scope has been inspected and accepted by the Municipality or their assigned designee.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID.

NOTE TO BIDDERS: Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area or 2.5% whichever is less., for a possible one (1) year extension (please initial)?

Yes _____ No _____

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown on 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 agreement 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 agreement 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: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail _____

GENERAL TERMS AND CONDITIONS

1. **INTENT**

The Municipalities are seeking competitive bids for Highway-rail grade crossing median improvements. Grade crossings are located along the Wisconsin Central's Waukesha Mainline Railroad through parts of Cook and Lake County, IL. The intent of the Municipalities is to enter into an agreement with a single contractor to complete the full scope of work identified.

2. **BID PRICE**

Within the Schedule of Prices, please provide pricing for each Municipality.

Each Municipality reserves the right to award the bid, in part or in whole or to not award, whatever is deemed to be in the best interest of the Municipality.

3. **SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 10% to the Village of Buffalo Grove to serve as a guarantee that the bidders shall enter into an agreement with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Buffalo Grove 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 Guarantee requirement will be rejected as non-responsive.

4. **CONTRACT BONDS**

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

- 4.1 A performance bond satisfactory to each Municipality, 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 each Municipality as security for the faithful performance of the Municipality's agreement; and
- 4.2 A payment bond satisfactory to each Municipality, 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 agreement, in an amount equal to 100 percent (100%) of the purchase order issued by each Municipality.
- 4.3 Documents required by section 5 must be received and approved by the Municipality before a written agreement 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.

5. **VOLUME/ESTIMATED QUANTITY**

The quantities indicated are estimated plan-quantities. No additional payment will be made for quantity changes based on the contractors work, staging, or material usage unless prior approval by the Engineer and Municipality. This agreement shall cover the Municipality's requirements whether for more or less than the estimated amount.

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

6. **AWARD**

Award shall be made to the lowest responsive and responsible bidder 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.

Award shall be made by each Municipality on a total lump sum for its portion of the Total Bid Price for all Municipalities. The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. Each Municipality further reserves the right to reject any or all bids.

The individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. **TERM**

The Agreement shall be in effect for one (1) year from the date of award. The Municipality reserves the right to renew this agreement for an additional one (1) year period, subject to acceptable performance by the Contractor. At the end of any agreement term, each Municipality reserves the right to extend this agreement for a period of up to sixty (60) calendar days for the purpose of getting a new agreement in place.

Extension The municipality reserves the right to extend this contract for one (1) additional year. Written requests for price revisions after the first-year contract period shall be submitted at least thirty (30) calendar days prior to January 1, 2024.

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

Each Municipality reserves the right to reject a proposed price increase and terminate the agreement.

8. **ESCALATION**

Written requests for price revisions after the first year contract period shall be submitted at least thirty (30) calendar days prior to January 1, 2024. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Contract and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 12-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 2.5 % whichever is less.

Each Municipality reserves the right to reject a proposed price increase and terminate the agreement.

9. **CERTIFICATIONS**

The contractor must have and maintain all certifications as required by law.

10. **REFERENCES**

The Contractor shall provide customer references using the form identified herein (Exhibit – C). Each bidder must provide references where work has been performed within the last five (5) years, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Municipalities reserve the right to consult references, financial statements, and any other resources to determine the capability of the bidder.

11. 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 the 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 Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities 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 Municipalities with all documentation as required in the ITB, and as otherwise required by the Village of Buffalo Grove, including, but not limited to:

- 100% performance and payment bonds for the project.
- Certificate of insurance naming each additional Municipality as an additional insured

12. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Buffalo Grove is the only official source for bid packages and supporting materials. Registration on the Village of Buffalo Grove website at www.vbg.org/bids with the Village of Buffalo Grove is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Buffalo Grove cannot ensure that bidders who obtain bid packages from sources other than the Village of Buffalo Grove 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 of Buffalo Grove’s discretion, be rejected as non-responsive and/or the bidder disqualified.

13. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the municipalities’ Presidents, Trustees, or any other official or employee or agent of the municipalities (collectively, “Municipal Personnel”) with regard to the project, other than in the manner and to the person(s) designated herein. The Buffalo Grove Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State’s Attorney for review and prosecution.

14. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to BGfinance@vbg.org with the subject line “Grade Crossing Median Improvements 2023” **no later than 9:30 A.M. on May 9, 2023.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Buffalo Grove to All Bidders. No interpretation of the meaning of the plans, specifications or other agreement 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 of Buffalo Grove recognizes that in some cases the information conveyed in this ITB may provide an insufficient basis for performing a complete analysis of the ITB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Buffalo Grove will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

15. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST (30 ILCS 500/50-35)

Each Municipality’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 Municipalities require all Bidders to investigate whether a potential or actual

conflict of interest exists between the Bidder and any Municipality, their 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 municipal 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 Municipalities to take appropriate measures to ensure the fairness of the bidding process.

The Municipalities require 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 a Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

16. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et seq.)

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 of Buffalo Grove's Purchasing Manager.

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

In the event of the Contractor's non-compliance with the provisions 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 agreement 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.

18. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, *et seq.*, which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the Municipality and shall be made available to the general public.

19. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act (820 ILCS 255/1 et. seq.), for any materials, supplies, and covered by said Act.

20. 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.

21. RESPONSIVE BID

21.1 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.

21.2 Bidders shall promptly notify the Village of Buffalo Grove 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.

22. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Municipalities will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the Municipalities reserve the right to reject such bid at the discretion of the Municipalities.

23. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Municipalities.

24. INSURANCE

The Contractor shall maintain for the duration of the agreement, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

24.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

24.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

24.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$ 3,000,000
Each Occurrence Limit	\$ 1,000,000

24.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$ 1,000,000
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24.5 **Railroad Protective Liability Insurance** shall be maintained by the Contractor thru the duration of this agreement and meet all terms and requirements required by the Wisconsin Central Railroad for work within Railroad Right-of-Way.

24.6 Contractor agrees that with respect to the above required insurance:

24.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

24.6.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) calendar days notice, in writing, of cancellation or material change.

24.6.3 The Contractor's insurance shall be primary in the event of a claim.

24.6.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) calendar days prior to the expiration of

cancellation of any such policies.

- 24.6.5 A **Certificate of Insurance** that states the **each Municipality** has been endorsed as an “additional insured” by the Contractor’s **insurance carrier**. **Specifically, this Certificate must include the following language: “The (Municipality’s name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term.”**

24.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

25. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend each Municipality and their 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 attorney’s 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 Municipality, 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 of the Contractor.

26. **CHANGE IN STATUS**

The Contractor shall notify the Village of Buffalo Grove and each Municipality 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 of Buffalo Grove and each Municipality shall have the option to terminate its agreement with the vendor immediately on written notice based on any such change in status.

27. **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 Municipality is required.

Notwithstanding written consent to subcontract approved by the Municipality, the Contractor shall perform with the Contractor’s own organization, work amounting to not less than fifty (50%) percent of the total agreement cost, and with materials purchased or produced by the Contractor. Third party machinery insurance coverage to replace Contractor’s responsibility for complete maintenance service will not be acceptable. **Failure to identify subcontractors could result in disqualification.**

28. **CHANGE ORDERS**

The Municipalities believe that the project is fully defined in the Agreement 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 agreement 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 agreement specifications.** All Change Orders and alternative suggestions must be approved by the Municipality prior to execution.

28.1 Change Orders shall comply with 720 ILCS 5/33E-9.

28.2 In case of an increase in the Agreement Sum, there will be an allowance for overhead and profit.

28.3 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.

- 28.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality. (Request furnished in any other format or lacking sufficient information will be rejected). 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 affected Municipality's Purchasing Manager.
- 28.5 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.
- 28.6 A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

29. INVOICES AND PAYMENTS

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

Invoices shall be delivered to:

Village of Wheeling
Kevin Pelli
2 Community Blvd.
Wheeling, IL 60090
KPelli@wheelingil.gov
847.279.6912

Village of Buffalo Grove
Andrea Larson
51 Raupp Blvd.
Buffalo Grove, IL 60089
Alarson@vbg.org
847.808.2643

Village of Mundelein
Adam Boeche
801 Allanson Rd.
Mundelein, IL 60060
aboehme@mundelein.org
847.949.3290

Village of Libertyville
Paul Kendzior
200 E. Cook Ave.
Libertyville, IL 60048
pkendzior@libertyville.com
847.918-2016

Village of Round Lake Beach
Scott Hilts
1937 N. Municipal Way
Round Lake Beach, IL 60073
shilts@roundlakebeachil.gov
847.201.9180

Village of Lake Villa
Mike Strong
65 Cedar Ave., PO Box 519
Lake Villa, IL 60046
MStrong@lake-villa.org
847.356.6100

Village of Antioch
Jim Keim
874 Main St.
Antioch, IL 60002
JKeim@antioch.il.gov
847.395.1000

30. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Municipalities' Project, Statement of Work, Specifications; The Village of Buffalo Grove General Terms & Conditions, and the Contractor's Bid Response.

31. 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, the 18th Judicial Circuit Court of DuPage County and the 19th Judicial Circuit Court of Lake County.

32. NON-ENFORCEMENT BY THE MUNICIPALITIES

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 Municipalities, 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.

33. 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 Municipalities.

34. TERMINATION

The Municipalities reserve the right to terminate their respective portion of this agreement, or any part thereof, upon thirty (30) calendar day's written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the

terminating Municipalities for work completed to date in accordance with the terms and conditions of the Agreement. In the event that the Agreement is terminated due to Contractor's default, the Municipalities 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.

The Municipality may terminate this Agreement with 30-day advance notice for failure to remedy deficiencies identified in an Audit. The Municipality may also terminate this Agreement should a fourth Out of Service credit be incurred within a twelve month period.

The Municipality may terminate this Agreement with 3-day advance notice for failure to remedy violations of the Municipality's work rules.

35. **NON APPROPRIATIONS**

The Municipalities reserve the right to terminate their respective part of the Agreement or to reject bids, in the event that sufficient funds to complete the Agreement are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

36. **PROTEST PROCEDURE**

Any bidder adversely affected by an intended decision or action with respect to the award of any formal solicitation, suspension, debarment or any other procurement issues shall file with the Village of Buffalo Grove's Purchasing Manager a written notice of protest within three (3) working days of the recommendation for an award. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the amount of five percent (5%) of the agreement award amount, or, if the amount of the agreement award cannot be reasonably determined at that time, then in the amount of One Thousand Five Hundred Dollars (\$1,500.00), made payable to the Village of Buffalo Grove, (subject to the procedures and conditions hereinafter stated). The purpose of this protest bond shall be to reimburse the Village for all administrative costs associated with the appeal process.

Failure to submit a protest bond that is compliant with this provision with the bid protest shall be deemed a waiver of the bid protest and is a jurisdictional deficiency in the protest that will forfeit the right of the bidder to maintain the protest.

37. **AFFIDAVITS**

The following affidavits included in the agreement must be executed and submitted with the bid:

- A. References
- B. Disqualification of Certain Bidders
- C. Affidavit/Anti-collision
- D. Conflict of Interest Form
- E. Tax Compliance
- F. Identification of Subcontractors
- G. Participation Affidavit

38. **CONTRACTOR'S LICENSES**

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

39. **FIELD MODIFICATIONS**

A field modification is written by the Municipality 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 Agreement 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 agreement 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.

40. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of 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 Agreement Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, 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 agreement is a formally advertised, competitively awarded, fixed price agreement, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and agreement amendments in excess of \$25,000, which affect the agreement 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 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.

41. 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 sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that each City and Village's board of trustees/city council as the case may be, have accepted said bid.

42. COMPETENCY OF BIDDER

If requested in writing by a Municipality, 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 Agreement.

Additionally, bidders shall provide, at a minimum, four (4) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

43. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

Bidders must be qualified a contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

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

44. 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 each Municipality they will work in if applicable. 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 each Municipalities' applicable 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 agreement.

45. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. 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. 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. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

46. 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 agreement 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 the Municipal Contact or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Municipal Contact 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 Municipal Contact or his/her designee if such is the case.

47. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take 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 there authorized designee.

48. TORT IMMUNITY DEFENSES

Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq.

LABOR STATUTES, RECORDS AND RATES**CONSTRUCTION CONTRACTS for MUNICIPALITIES - 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.

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 Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 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 agreement 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.

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 rig 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 (F) 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 (F) above.

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

By signing this document, the bidder hereby certifies that they are not barred from bidding on this agreement as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

 (Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

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

Subscribed and Sworn to this ____ day of _____, 2023

 Notary Public

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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Municipality, Etc.)

of _____
(Contractor)

The party making the foregoing proposal 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 agreement.

The undersigned certifies that he is not barred from bidding on this agreement 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 _____ day of _____, 2023

Notary Public

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

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its Municipality's and employees and any official or employee of a Municipality identified herein.

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 Municipalities may disqualify the bid or the affected Municipality may void any award and acceptance that the Municipality has made.

 (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 _____ day of _____, 2023

 Notary Public

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

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Municipality, Etc.)

of _____
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein 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. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Municipality to recover all amounts paid to the individual or entity under the agreement in civil action

(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 _____ day of _____, 2023

Notary Public

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

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

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: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

PARTICIPATION AFFIDAVIT

_____, 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 _____

(Partner, Officer, Municipality, Etc.)

of _____

(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a agreement 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 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 _____ day of _____, 2023

Notary Public

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

AGREEMENT ACCEPTANCE

VoBG-2023-11
Grade Crossing Median Improvements 2023

ACCEPTANCE

The Agreement/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **[insert Municipality name]** ("Municipality") this _____ day of _____, 20____.

This Acceptance, together with the Agreement/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Agreement/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Municipality without further notice of objection and shall be of no effect nor in any circumstances binding upon Municipality unless accepted by Municipality in a written document plainly labeled "Amendment to Agreement/Proposal." Acceptance or rejection by Municipality or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: _____

Title: _____

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

2023 Quiet Zone Modifications

2023 Quiet Zone Modifications (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Martam Construction, Inc an Illinois Construction Company (hereinafter the “**Contractor**”) on this 17th day of July, 2023 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

- Contract Exhibit A – Description of the Work**
- Contract Exhibit B – Schedule of Prices**
- Contract Exhibit C – Performance and Payment Bond**
- Contract Exhibit D – Partial Lien Waiver**
- Contract Exhibit E – Final Lien Waiver**

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor's Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village's Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Village's Public Works Department, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before *[day]*, *[month]* *[day]*, *[year]*.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Seven Hundred Fifty dollars (\$750) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the "**Performance and Payment Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the

Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

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

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

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

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
4. Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

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

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

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

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
alarson@vbg.org
ATTN: Andrea Larson

WITH COPIES TO: Cc: KJohnson@vbg.org

IF TO THE CONTRACTOR: Martam Construction, Inc
1200 Gasket Drive
Elgin, IL 60120
Attn: Robert Kutrovatz

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) MATERIAL DISPOSAL

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Village for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

ARTICLE XV – JULIE NOTIFICATION

The Contractor shall call the Joint Utility Locating Information for Excavators (JULIE) (1-800-892-0123 or 811), a minimum of forty-eight (48) hours in advance of work being done in the area in accordance with Article 107.39 of the Standard Specifications.

For utilities which are not members, excluding homeowners, the Contractor shall contact the owners directly. The Contractor will be required to cooperate with all utility companies and municipal agencies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the municipal agencies or utility company to remove, relocate, reconstruct or abandon their services.

ARTICLE XVI – NOTICE OF STARTING WORK

The Contractor shall notify the Village at least 72 hours in advance of beginning work and 48 hours prior to construction commencement on each subsequent section of Work. Work shall be scheduled so that it is continuous on the various roadways. The Contractor and approved Subcontractor(s) shall, at all times, employ and provide sufficient labor, tools, equipment, and other incidental items for prosecuting the work to full completion in the manner and time required by the contract.

ARTICLE XVII – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVIII – CONSTRUCTION WORK PERIODS

All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays, unless otherwise noted in the Special Provisions, or as approved by the Director of Public Works. No work shall be done on weekends or legal holiday periods.

ARTICLE XIX – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XX – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XXI – USE OF FIRE HYDRANTS

The indiscriminate use of fire hydrants is strictly prohibited. The Contractor can obtain non-potable water in bulk at no charge at the Buffalo Grove Public Works Department, 51 Raupp Blvd. The Contractor shall provide a water truck or containment and driver to obtain and transport the water. All water obtained from the Village shall be used for this project only. If deemed necessary, the Village reserves the right to restrict or refuse the use of Village water. The Contractor will be responsible for executing the required paperwork and follow all requirements of the Village.

ARTICLE XXII – EXISTING HARDSCAPE

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents. The Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.

ARTICLE XXIII – TREE PROTECTION AND PRESERVATION

This work shall consist of pruning existing trees, shrubs, or bushes. All branches and foliage pruned or trimmed shall be disposed of off-site.

Breaking off branches of plant material to remain during clearing or construction operations will not be allowed. Preceding any existing tree pruning or trimming operations, the Contractor shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

All existing trees larger than 6" in diameter and not specifically designated for removal, which are removed or damaged due to the Contractor's neglect, shall be inspected by the Village Forester or his designated representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3" or more than 6", unless authorized by the Village of Buffalo Grove. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

ARTICLE XXIV – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XXV – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XXVI – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXVII – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXVIII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIX – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXX – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation

Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number

Current rates can be located on the Illinois Department of Labor website.
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXXI – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXXII – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXXIII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.

- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME** - Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- J. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

(MUNICIPAL)Village of Buffalo Grove,
an Illinois home-rule unit of government

Martam Construction, Inc
An Illinois Construction company

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A

[Description of the Work]

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

JOB SPECIAL PROVISIONS

FOR CONSTRUCTION OF

Grade Crossing Median Improvements 2023 – Various Routes Quiet Zone THR000-481 Cook County, IL AND Lake County, IL

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

Table of Contents

JOB SPECIAL PROVISIONS	1
Utilities	2
Duties of the Engineer	2
Source of Materials	2
Access to Village Facilities	2
Working Days (BDE)	3
Agency Permitting	3
Delineators	4
Delineators, Contractor Furnished, Village Retained	5
Delineator Removal	5
Traffic Control And Protection (Arterials)	5
Temporary Information Signing	6
Handhole To Be Adjusted	6
Combination Concrete Curb & Gutter, 8” (Special)	7
Railroad Right of Entry Permit And Protective Liability Insurance	7
Railroad Flagging	14
Combination Concrete Curb & Gutter, Type M-2.12	19
Work within Wisconsin Central, LTD Railroad Right-of-Way	19

	VILLAGE OF BUFFALO GROVE 51 Raupp Blvd. Buffalo Grove, IL 60089 Phone: 847-913-2366
	CRAWFORD, MURPHY & TILLY, INC 550 N Commons Dr. #116 Aurora, IL 60504 Phone: 630-820-1022
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	DATE PREPARED: 2/28/23
	ADDENDUM DATE:

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2023; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways;” the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, the “Lake County Division of Transportation Detour Procedures and Guidelines” and “Supplemental Specifications and Recurring Special Provisions” indicated on the Plans included herein which apply to and govern the construction of the Grade Crossing Median Improvement Project in the Illinois Counties of Cook and Lake, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Utilities

Existing utilities are shown on the plans according to information obtained from GIS databases. The Village of Buffalo Grove does not guarantee the accuracy or completeness of this information. The Contractor shall notify J.U.L.I.E. at 800-892-1234 for utility locations at least 48 hours prior to the construction start.

Duties of the Engineer

The Resident Engineer is an Engineer in the employ of or agent of the Village. He has the authority to suspend the work. The Resident Inspector will be an employee of or a consultant to the Village of Buffalo Grove. Based on the directive of the Resident Engineer, the Resident Inspector can suspend the work as deemed appropriate by the Resident Engineer.

Source of Materials

The contractor shall furnish certification to the Engineer or his representative that all materials are from IDOT - approved sources and that all materials meet contract specifications. Items will not be recommended for payment until all required documentation is received for a particular pay item.

Access to Village Facilities

Each Village has identified a location where the Contractor can store materials and/or equipment when construction is not actively occurring.

Each Village will provide a location where the Contractor may obtain water for use when constructing Village Improvements.

The Contractor shall coordinate with each Village for the specific location and access requirements.

Working Days (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within the scope of the project within **100 calendar days**. Contractor shall substantially complete the work at each individual crossing within **10 calendar days** upon removal of existing improvements.

Contractor shall coordinate work at each crossing with each respective Village a minimum of 72 hours in advance.

Contractor shall have all work within the scope of work completed no later than August 15, 2023. Liquidated Damages will be assessed in the amount of **\$750 per day** per route not complete.

Agency Permitting**Illinois Department of Transportation (IDOT)**

The Quiet Zone Medians Improvement Project has been reviewed by local IDOT District 1 staff, and has received design approval. Applicable notes and details have been added to the plan. The contractor's attention is called to the Traffic Control Plan and Notes for specific requirements along IDOT State Routes.

Upon Bidding, a Contractor's Performance Bond will be required to submit to IDOT for execution of all IDOT permits prior to any work or traffic detours occurring along IDOT maintained routes.

The following routes are to be included within the IDOT Permit:

- Half Day Road/ IL-22 (Village of Buffalo Grove)
- Townline Road/ STH 60 (Village of Mundelein)
- Hook Drive (Village of Round Lake Beach)

Cook County Department of Transportation

The Quiet Zone Medians Improvement Project has been reviewed by Cook County staff, and has received design approval. Applicable notes and details have been added to the plan.

Upon Bidding, a Contractor's Performance Bond will be required to submit to Cook County for execution of the final permit.

The following route is to be included within the Cook County Permit:

- Hintz Road (Village of Wheeling)

Lake County Division of Transportation

The Quiet Zone Medians Improvement Project is approved by Lake County Division of Transportation (LCDOT) staff, and is awaiting permit approval. Applicable notes and details have been added to the plans. The contractor's attention is called to the Traffic Control Plan and Notes for specific requirements along LCDOT routes.

LCDOT Permits will be acquired prior to Contract Execution. The contractor will not be penalized schedule delays based on any outstanding permit not in effect by the time Notice to Proceed is

provided.

Upon Bidding, a Contractor's Performance Bond in the form of an Irrevocable Letter of Credit will be required to Lake County for execution of the final permit. A sample Lake County DOT Highway Right-of-Way Letter of Credit is attached in the Contract Documents.

The Contractor shall provide proof of insurance for work within Lake County Right-of-Way per Chapter 10 of the Lake County Highway Access and Use Ordinance Technical Reference Manual.

The following routes are to be included within the Cook County Permit:

- Deerfield Parkway (Village of Buffalo Grove)
- Butterfield Road (Village of Mundelein)
- Allanson Road (Village of Mundelein)
- Winchester Road (Village of Libertyville)
- Peterson Road (Village of Libertyville)
- Grass Lake Road (Village of Lake Villa)
- North Avenue (Village of Antioch)

Wisconsin Central, LTD Railroad

The Quiet Zone Medians Improvement Project has been reviewed by the Wisconsin Central LTD, Railroad, and has received a preliminary design approval. The contractor will be required to apply for and obtain a Right of Entry (ROE) Permit for any and all work within Railroad Right-of-Way.

Federal Railroad Administration (FRA)

The Quiet Zone Medians Improvement Project has been reviewed by the Federal Railroad Administration (FRA) Regional Staff, and has received design approval.

The contractor shall be made aware that all improvements are within the limits of the Quiet Zone Corridor # THR000-481. Train Horns may or may not sound at Railroad Grade Crossings. The contractor shall comply with any and all requirements set forth by the FRA for construction within Quiet Zone Corridors.

Delineators

The two-piece post will meet the following requirements:

The post shall be 2½" in diameter and approximately 62" in length. A tubular metal sleeve for ground embedment, 18" in length shall be required.

The post shall be constructed of impact resistant polyethylene tubing capable of self-erecting after 10 vehicle impacts at a temperature of 0°F or above without loss of serviceability. Impacts shall be made at an angle of 25° (±5°) at a vehicle speed of 50 MPH. An inner support tube to aid in recovery after impact shall be provided. The ground anchor of heavy gauge galvanized steel, approximately 18" long with bottom end flattened for driving convenience, will be required for each post.

The top of each post shall be flattened to accommodate the required sheeting.

The posts shall be white or yellow with a matching strip of 3"x12" of high intensity Type AP prismatic sheeting. Posts located in the median (left side of travel way) shall be yellow.

The contractor shall furnish specifications of flexible median delineators for approval prior to purchasing materials.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for 63500105 – DELINEATORS, which shall include all costs for furnishing labor, equipment, and materials necessary to install the delineators.

Delineators, Contractor Furnished, Village Retained

This item shall consist of the Contractor obtaining and furnishing delineators to the Village to retain for use in future maintenance activities.

Delineators shall be identical to Delineators installed by the Contractor and included within the scope of this project. All materials and specifications shall match 63500105 – DELINEATORS.

The contractor shall furnish specifications of flexible median delineators for approval prior to purchasing materials. Contractor shall coordinate with the respective Village representative for the appropriate location to deliver materials.

Basis of Payment: This item shall be paid for at the contract unit price per EACH for BG004 – DELINEATORS, CONTRACTOR FUNISHED, VILLAGE RETAINED, which shall include all costs for obtaining materials necessary.

Delineator Removal

This work shall consist of removing existing and damaged delineators in conflict with the project improvements and as indicated in the delineator schedule of the plans. This work shall be coordinated with the traffic control plan for this project.

All existing delineators removed that are in within acceptable quality for re-use shall be returned to the Village. The contractor shall coordinate with the respective Village representative for the appropriate location to deliver materials.

Basis of Payment: This work shall be measured and paid for at the contract unit price per EACH for X6350120 – DELINEATOR REMOVAL.

Traffic Control And Protection (Arterials)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as

approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except "Traffic Control and Protection (Expressways)" and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection shall be paid for at the contract LUMP SUM price for X7010216 – TRAFFIC CONTROL AND PROTECTION (SPECIAL). No additional payment will be made for additional traffic control devices based on the contractor's work scheduling and will be considered incidental to the project.

Temporary pavement markings will be paid for separately unless shown on a Standard.

Temporary Information Signing

This work shall consist of furnishing temporary information signing for use in conjunction with TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary Information Signing shall be installed as shown on the plans a minimum of 72 hours in advance of work, where road closures and detours are shown in the plans. Any additional temporary information signing shall be furnished by the contractor, as requested by the Engineer, Village or its Representative.

When Temporary Information Signing is not applicable, all conflicting signs shall be covered.

Basis of Payment: This work shall be measured and paid for at the contract unit price per SQUARE FOOT for Z0030850 – TEMPORARY INFORMATION SIGNING. No additional payment will be made beyond plan quantities as a result of changes to the traffic control plan by the contractors work activities, and shall be considered incidental to the project.

Handhole To Be Adjusted

This work shall consist of adjusting existing handholes at the locations shown in the plans and in accordance with the applicable Articles of Section 814 of the Illinois Department of Transportation Standard Specifications and as described herein:

Existing handholes shall be adjusted vertically to the elevation of the proposed median surface.

Contractor to coordinate with respective Utility a minimum of 72 hours in advance of any adjustments to handhole.

Basis of Payment: This work shall be measured and paid for at the contract unit price per EACH for X8140115 – HANDHOLE TO BE ADJUSTED, which price shall include all equipment, materials and labor required to adjust existing handholes.

Combination Concrete Curb & Gutter, 8" (Special)

This item shall consist of the construction of combination concrete curb and gutter type in accordance with Section 606 of the Standard Specifications, details as shown on the plans and as described herein:

The height of the curb shall be 8 inches tall in accordance with the Plans or as directed by the Engineer. The gutter flag shall remain standard dimensions and thicknesses as shown in the plans and details. Concrete curb and gutter, 8" (special) shall be measured per foot of curb and gutter constructed.

Basis of Payment; This item will be measured and paid for at the contract unit price per foot of BG001 – COMBINATION CONCRETE CURB AND GUTTER, 8" (SPECIAL) which price shall include all costs for furnishing labor, equipment, and materials necessary to construct the curb and gutter.

Railroad Right of Entry Permit And Protective Liability Insurance

This section includes the WCL/CN Special Provisions and requirements for working near, over, or under the railroad.

In addition to railroad protective liability insurance, any contractors working the WCL/CN right of way will need to apply for a right-of-entry (ROE) permit and pay the fee. The prime contractor would apply for this permit and all subcontractors and subconsultants will be covered under the prime's policy and permit. This is only required in instances where the contract will require work on the WCL/CN right of way. The contractor will be required to obtain one (1) ROE permit for all work included within this project scope.

The contractor must contact the Wisconsin Central Limited Railroad Manager of Public Works at (708) 332-3557 at least 10 days prior to work start up to arrange for railroad flagging, protection, etc.

It is the Contractor's sole responsibility to coordinate with the Wisconsin Central Ltd Railroad whenever construction activity is within 25 feet of the Railroad ROW. The Contractor shall retain flagmen employed and designated by the Wisconsin Central Ltd Railroad to monitor on-coming train traffic and advise Contractor personnel when activity on or near the Railroad Right-of-Way may proceed.

Method of Measurement. There will be no separate measurement or payment for fulfilling the requirements described herein, and all costs, direct or indirect, shall be included in the prices for other items.

Basis of Payment: This item will be measured and paid for at the contract unit price per LUMP SUM of BG002 – RAILROAD RIGHT OF ENTRY PERMIT AND PROTECTIVE LIABILITY INSURANCE which price shall include all costs for the Contractor to secure a Right of Entry permit and Railroad Protective Liability Insurance (RPLI) to perform work within the WCL Right-of-Way.

**Manager Public Works**

Paul Chojenski
17641 Ashland Avenue
Homewood, IL 60430

T 708.332.3557

F 708.332.3514

Email: Paul.Chojenski@cn.ca

Right of Entry (ROE) License Agreement Information

Railroad Company requires everyone (contractor, consultants, etc.) working on Railroad Company property to have a Right-of-Entry (ROE) License Agreement. No work may occur on Railroad Company property nor will flagging protection be provided until ROE License Agreement has been fully executed by both parties and returned.

Follow these steps to obtain a ROE:

1. Applicant will **Email** this completed application to paul.chojenski@cn.ca
2. Applicant will **mail** a check for the application fee \$1000.00* to the address listed at the end of this document
3. Applicant will **Email** a COI (Certificate of Insurance) meeting the requirements outlined in the Insurance requirements section of this document
4. Once steps 1-3 are completed, the Railroad Company will begin processing the ROE application
5. If approved, the Applicant will receive an electronic copy of the ROE agreement by email
6. Applicant will have the ROE agreement executed by Applicant's VP or president of Applicant's company
7. Applicant will return a **HARD COPY** of the partially executed ROE agreement by mail to the Railroad Company address listed at the end of this document
8. The Railroad Company will return a fully executed digital copy of the ROE License Agreement by email for the Applicants records.

Please use this form and return by email to submit application request for a Right of Entry agreement.

Contact name and Email address –

Name of Applicant/contractor and email address –

Street Address –

City, State, Zip – Telephone –

Detailed Purpose for ROE –

Start and Completion Date of ROE –

Public Agency's Project No. –

Public Agency Easement No. (if known) –

Location of project –

Subdivision and Milepost –

FRA/AAR/DOT Crossing No. and Name –
(Nearest to jobsite)

If unable to locate this number at jobsite, please use following links to obtain:
<http://safetydata.fra.dot.gov/officeofsafety/publicsite/crossing/xingqryloc.aspx>

In Illinois
<http://www.icc.illinois.gov/railroad/advanced.aspx?>

Please attach an aerial snapshot and a Google Earth kmz file to help identify specific location.

FAQ

What time frame can I expect to begin work and have flagging protection for my work?

A **Right of Entry License Agreement usually takes 4 to 6 weeks to obtain**. Once you have a fully executed ROE agreement, you will receive a flagging request form. This flagging request form along with prepayment for flagging fees will need to be *mailed to the physical address listed on the flagging request form*. Once this flagging request form is received, it is usually about **10 days until a flagger can be scheduled**. These are normal time frames. **Time frames can vary substantially** based on many factors. Expedited time frames may be able to be requested at an additional fee.

A brief summary of time frame for each step toward obtaining flagging protection...

1. Right of Entry License Agreement usually takes **4 to 6 weeks to obtain**.
2. Send in flagging check and flagging request form...about **1 week**
3. Once this flagging request form is received, it is usually about **10 days** until a flagger can be scheduled

What are the insurance requirements?

Railroad Company allows outside parties to come onto Railroad Company property to perform work, such as survey or inspection work, installation of pipelines and wirelines, and other work for projects necessitating the occupancy of Railroad Company. Before commencing work, and until the license of allowing such occupancy ends or is terminated, outside parties shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

1. Minimum insurance required of outside party:
 - A. Statutory Workers Compensation and Employer's Liability Insurance.
 - B. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit.
 - C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The policy must name Railroad Company and its Parents as additional insureds in the following form:

Wisconsin Central Ltd. Company and its Parents Attn:
Paul Chojenski
17641 South Ashland Avenue
Homewood, IL 60430
(708) 332-3557 (office)
Paul.Chojenski@cn.ca

The policy must remove any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities using endorsement CG 2417 10 01 or equivalent approved by Railroad Company.

- D. When outside party is required by Railroad Company or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and outside party is not being hired for this project by Railroad Company, outside party must procure Railroad Protective Liability Insurance in the following form;

This coverage shall be written on an Occurrence Form with limits of not less than \$5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than \$10,000,000. The policy must name:

Wisconsin Central Ltd. Company and its Parents
 Attn: Paul Chojenski
 17641 South Ashland Avenue
 Homewood, IL 60430
 (708) 332-3557 (office)
Paul.Chojenski@cn.ca

- E. In the event the privileges provided herein to Applicant involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Applicant shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off- site loss, damage or destruction of property (including that belonging to the parties hereto), and on- or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Applicant is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

- F. All policies described above must include description of operations, Railroad Company milepost, highway or street name, city and state of location, project number, and Railroad Company contact person on the certificate.
2. Before commencing work, outside party shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad Company, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to Railroad Company.
3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E above, must include the following provisions:
- A. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.
- B. Each policy shall provide for not less than thirty (30) days prior written notice to Railroad Company at the address listed above of cancellation of or any material change in that policy.

4. It is understood and agreed that the foregoing insurance coverage requirements, and outside party's compliance with those requirements, is not intended to, and shall not, relieve outside party from, or serve to limit, outside party's liability and indemnity obligations under the provisions herein.
5. Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage required as circumstances or changing economic conditions may require. Railroad Company shall give outside party written notice of any such requested change at least thirty (30) days before the date of expiration of the then-existing policy or policies, outside party agrees to, and shall, thereupon provide Railroad Company with such revised policy or policies.
6. Insurance required of SUBCONTRACTOR:
 - A. If a SUBCONTRACTOR is to be employed by outside party to perform work on Railroad Company under or by the permission for occupancy granted to outside party by Railroad Company, before commencing work, the SUBCONTRACTOR shall provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 4 above.
 - B. In the alternative, before the SUBCONTRACTOR commences work for outside party on Railroad Company, outside party may provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 5 above, provided that all such insurance names SUBCONTRACTOR as an additional insured and all such insurance provides coverage to all additional insureds, including Railroad Company, for any liability arising out of work performed by all other additional insureds, including SUBCONTRACTOR.

Is safety training required?

Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855- 383-7434 to be issued either a vendor number or issued instructions on obtaining a non –railroad contractor vendor number prior to accessing the noted website. Minimum information required of a Contractor, Grantee, Licensee, or Permittee and/or their subcontractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee who will operate on-track machinery or those who will provide protection for other employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five (25) feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, subcontractors, and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of a Contractor, Grantee, Licensee, or Permittee and/or their contractor from Railroad Company's property at any time for any reason.

What are the costs and address to mail documents and ROE application fee check?**Application Fee Information:****Cost is \$1000.00* for application**

*Fee may be increased for special handling, expedited handling, or multiple reviews.

Check Payable To: Wisconsin Central Ltd. Company

Mail To: Chicago, Central & Pacific Railroad Company
Attn: Paul Chojenski
 17641 South Ashland Ave
 Homewood, IL 60430

Mailing Address Information:

Mail To: Wisconsin Central Ltd. Company
Attn: Paul Chojenski
 17641 South Ashland Ave
 Homewood, IL 60430

Flagging Protection Rates:

Basic daily rate – = \$1,300.00 per day
 Monday thru Friday regular business hours
 Includes 8 standard rate hours and 2 OT hours to set flags

Overtime rate – = \$150.00 per hour
 hours in excess of 8 hours or outside of regular business hours

Weekend or holiday rate - = \$1,500.00 per day
 \$150.00 per hour with a 10 hour minimum

Email the completed first page above to: Paul.Chojenski@cn.ca

Revised 11-07-2016

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

Railroad Flagging

This item shall consist of the contractor obtaining a flagger for work within the Wisconsin Central, LTD. (WCL) Right-of-Way, and as required by the WCL Railroad. The flagger shall be a WCL-approved flagger.

Under the terms of the agreement between the Villages and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

PAYMENT

The Contractor will pay the Railroad or appropriate flagging contractor directly for the cost of flagging services associated with the project and notify the Engineer of such payments.

The Contractor shall be responsible for arranging needing flagging services as required by the Railroad to accomplish the highway improvement.

The cost of flagging service is approximately \$1,300 per day based on an 8-hour work day and a 40-hour work week (Monday – Friday).

Basis of Payment: This item will be paid for at the LUMP SUM contract price for BG-003 RAILROAD FLAGGING which price shall include all costs for Railroad flagging services per crossing.

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC
AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE
PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE
WISCONSIN CENTRAL LTD.

The Grantee, Licensee, Permittee and/or its Contractor shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact CN Special Agent James Conroy at 708-332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Minimum information required of the Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048,

telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor who will operate on-track machinery or those who will provide protection for other employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, subcontractors, and/or agents of the Grantee, Licensee, Permittee and/or its Contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) from Railroad Company's property at any time for any reason.

Grantee, Licensee, Permittee and/or its Contractor and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Grantee, Licensee, Permittee and/or its Contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these

Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Grantee's, Licensee's, Permittee's and/or its Contractor's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Grantee, Licensee, Permittee and/or its Contractor, or in connection therewith, will be provided by Railroad Company and the cost of Grantee, Licensee, Permittee and/or its Contractor and shall be prepaid to Railroad Company by Grantee, Licensee, Permittee and/or its Contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Grantee's, Licensee's, Permittee's and/or its Contractor's prepayment for such services is exhausted and not replenished by Grantee, Licensee, Permittee and/or its Contractor, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) and/or subcontractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Combination Concrete Curb & Gutter, Type M-2.12

This item shall consist of the construction of combination concrete curb and gutter type M-2.12 in accordance with Section 606 of the Illinois Department of Transportation Standard Specifications, details as shown on the plans and as described herein:

The curb shall consist of a mountable curb 2" in height, in accordance with Chapter 40-1.01(f) of the IDOT Bureau of Local Roads & Streets for a median at Railroad Grade Crossings. The gutter flag shall remain standard dimensions and thicknesses as shown in the plans and details. Concrete curb and gutter, Type M-2.12 shall be measured per foot of curb and gutter constructed.

The mountable curb and gutter shall be installed on the crossing departure of the Railroad Grade Crossing in such manner to facilitate an 'escape area', as detailed in the plans and Chapter 40-1.01(f) of the IDOT Bureau of Local Roads & Streets.

Basis of Payment; This item will be measured and paid for at the contract unit price per foot of BG004 – COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12 which price shall include all costs for furnishing labor, equipment, and materials necessary to construct the curb and gutter.

Work within Wisconsin Central, LTD Railroad Right-of-Way

To Report an Emergency on the Railroad call: 1-800-465-239

IMPROVEMENT LOCATIONS:

- Hintz Road, USDOT #689688H MP 28.97 WCL Waukesha Sub in Wheeling, IL
- Deerfield Parkway, USDOT #694865V MP 32.37 WCL Waukesha Sub in Buffalo Grove, IL
- Half Day Road/IL-22, USDOT #689693E MP 34.18 WCL Waukesha Sub in Prairie View, IL
- Butterfield Road, USDOT #689698N MP 37.37 WCL Waukesha Sub in Mundelein, IL
- Townline Road/ STH 60, USDOT #689699V MP 37.50 WCL Waukesha Sub in Mundelein, IL
- Allanson Road, USDOT #689701U MP 38.65 WCL Waukesha Sub in Mundelein, IL
- Winchester Road, USDOT #689709Y MP 41.78 WCL Waukesha Sub in Libertyville, IL
- Peterson Road, USDOT #689710T MP 42.38 WCL Waukesha Sub in Libertyville, IL
- Hook Drive, USDOT #693744U MP 48.48 WCL Waukesha Sub in Round Lake Beach, IL

- Grass Lake Road, USDOT #689739R MP 53.03 WCL Waukesha Sub in Lake Villa, IL
- North Avenue, USDOT #689750R MP 55.92 WCL Waukesha Sub in Antioch, IL

No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

CONTRACT EXHIBIT B

[Schedule of Prices]

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

WHEELING/BUFFALO GROVE/MUNDELEIN RR MEDIANS

Item No.	Item Description	UOM	Unit Quantity	Unit Price	Unit Total	Wheeling Qty	Wheeling Total	Buffalo Grove Qty	Buffalo Grove Total	Mundelein Qty	Mundelein Total
21101505	TOPSOIL EXCAVATION & PLACEMENT	CU YD	114	\$ 65.00	\$ 7,410.00	0	\$ -	114.00	\$ 7,410.00	0	\$ -
21101615	TOPSOIL FURNISH & PLACE, 4"	SQ YD	15	\$ 65.00	\$ 975.00	0	\$ -	0.00	\$ -	15	\$ 975.00
25000210	SEEDING, CLASS 2A	ACRE	0.2	\$ 15,000.00	\$ 3,000.00	0	\$ -	0.10	\$ 1,500.00	0.1	\$ 1,500.00
35101600	AGG BASE CSE, TY B, 4"	SQ YD	1205	\$ 18.00	\$ 21,690.00	272	\$ 4,896.00	192.00	\$ 3,456.00	741	\$ 13,338.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	15	\$ 32.00	\$ 480.00	0	\$ -	0.00	\$ -	15	\$ 480.00
44000500	COMB CURB AND GUTTER REMOVAL	FOOT	3294	\$ 12.00	\$ 39,528.00	435	\$ 5,220.00	1131.00	\$ 13,572.00	1728	\$ 20,736.00
44003100	MEDIAN REMOVAL	SQ FT	13039	\$ 6.00	\$ 78,234.00	2787	\$ 16,722.00	3579.00	\$ 21,474.00	6673	\$ 40,038.00
44213500	SAW CUTS	FOOT	104	\$ 30.00	\$ 3,120.00	57	\$ 1,710.00	0.00	\$ -	47	\$ 1,410.00
60255500	MANHOLES TO BE ADJUSTED	EACH	1	\$ 1,200.00	\$ 1,200.00	0	\$ -	0.00	\$ -	1	\$ 1,200.00
60260100	INLETS TO BE ADJUSTED	EACH	1	\$ 1,200.00	\$ 1,200.00	0	\$ -	0.00	\$ -	1	\$ 1,200.00
60603800	COMB CONC CURB & GUTTER - B-6.12	FOOT	28	\$ 138.00	\$ 3,864.00	0	\$ -	0.00	\$ -	28	\$ 3,864.00
72000100	SIGN PANEL - TYPE 1	SQ FT	15	\$ 60.00	\$ 900.00	0	\$ -	0.00	\$ -	15	\$ 900.00
78009000	MODIFIED URETHANE PVT MARKING - L&S	SQ FT	3318	\$ 12.00	\$ 39,816.00	411	\$ 4,932.00	1131.00	\$ 13,572.00	1776	\$ 21,312.00
78009004	MODIFIED URETHANE PVT MARKING - LINE 4"	FOOT	3312	\$ 2.00	\$ 6,624.00	428	\$ 856.00	1131.00	\$ 2,262.00	1753	\$ 3,506.00
X6065760	CONCRETE MEDIAN SURFACE, 8"	SQ FT	10847	\$ 12.00	\$ 130,164.00	2445	\$ 29,340.00	1729.00	\$ 20,748.00	6673	\$ 80,076.00
X6350120	DELINEATOR REMOVAL	EACH	35	\$ 50.00	\$ 1,750.00	0	\$ -	35.00	\$ 1,750.00	0	\$ -
X7010216	TRAFFIC CONT AND PROT, (SPECIAL), Ea per Location	EACH	6	\$ 13,000.00	\$ 78,000.00	1	\$ 13,000.00	2.00	\$ 26,000.00	3	\$ 39,000.00
Z0030850	TEMP INFO SIGNS	SQ FT	397	\$ 20.00	\$ 7,940.00	51	\$ 1,020.00	140.00	\$ 2,800.00	206	\$ 4,120.00
BG001	COMB CURB AND GUTTER, 8" (SPECIAL)	FOOT	3287	\$ 57.00	\$ 187,359.00	428	\$ 24,396.00	1131.00	\$ 64,467.00	1728	\$ 98,496.00
BG002	RAILROAD ROE AGREEMENT AND INSURANCE	L SUM	1	\$ 9,600.00	\$ 9,600.00	0	\$ -	1.00	\$ 9,600.00	0	\$ -
BG003	RAILROAD FLAGGING Allowance/ Ea per Location	Each	6	\$ 10,000.00	\$ 60,000.00	1	\$ 10,000.00	2.00	\$ 20,000.00	3	\$ 30,000.00
				\$	\$ 682,854.00			\$	\$ 208,611.00	\$	\$ 362,151.00
								Contingency	\$ 20,861.10		
								Total	\$ 229,472.10		

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

CONTRACT EXHIBIT C
FORM OF PERFORMANCE and PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$ _____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Rear Yard Drainage Improvement Project 2021 contract between Principal and the Village dated 21st day of June, 2021, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

PARTIAL LIEN WAIVER

COUNTY OF _____

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner
THE undersigned, for and in consideration of _____
(\$ _____)

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

COUNTY OF _____

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD'G EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

FINAL WAIVER OF LIEN

COUNTY OF _____

THE undersigned, for and in consideration of _____

DATE _____ COMPANY NAME _____

ADDRESS	
---------	--

SIGNATURE AND TITLE

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

COUNTY OF _____

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

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

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

APPENDIX B. LAKE COUNTY SAMPLE LETTER OF CREDIT

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

FORM DOT HIGHWAY RIGHT-OF-WAY LETTER OF CREDIT

(FINANCIAL HOUSE LETTERHEAD)

Irrevocable Letter of Credit No. _____
 Re: [Project Name]
 LCDOT Highway Permit No. _____
 Amount: _____
 Expiration Date: _____

Treasurer, County of Lake
 Attention: Lake County Division of Transportation
 County Engineer
 600 Winchester Road
 Libertyville, IL 60048

Gentlemen:

We hereby establish our irrevocable credit in the amount of _____ (specify amount)

(\$ _____) in favor of the Treasurer, County of Lake, Illinois, on behalf of (applicant name) d/b/a (name). We understand that this irrevocable credit is to be used to insure that all work proposed by, or on behalf of (applicant name) for (location), is performed in compliance with the engineering plans as approved by the Lake County Division of Transportation and with the terms of the highway permit throughout the term of the project, and to insure the completion of said work and complete restoration of any damaged or disturbed portions of the County highway right-of-way as required by the Lake County Highway Access and Use Ordinance, Chapter 90 of the Lake County Code of Ordinances, the approved engineering plans and specifications for that project, and Highway Permit No. _____.

This irrevocable credit established by us shall be in force until _____ and shall remain in effect without regard to any default in payment of sums owed by the owner and/or applicant and without regard to other claims which we may have against the owner and/or applicant.

This irrevocable credit shall in no event expire until 60 days after written notification of such expiration has been given by the issuing bank to the County Engineer by way of certified mail.

This Letter of Credit may be drawn upon by the Lake County Engineer at any time in the event that the above-described work or restoration is not being satisfactorily implemented in accordance with the Lake County Highway Access and Use Ordinance, Chapter 90 of the Lake County Code of Ordinances, and the highway permit. This Letter of Credit may also be drawn upon in the event that the above-described work or restoration has not been completed within the times set out in the time schedule provided in the Lake County Highway Access and Use Ordinance, Chapter 90 of the Lake County Code of Ordinances, and the highway permit. A written statement, signed by the County Engineer, in substantially the same form as that attached hereto as Exhibit "A", stating that the proposed

work or restoration is not being satisfactorily implemented and/or has not been completed within the time set out in said time schedule as approved by the Lake County Division of Transportation shall be deemed a sufficient request to draw on this Letter of Credit.

All drafts hereunder must be marked, "Drawn on (name of financial house) Letter of Credit No. " and shall be substantially in the form attached hereto as Exhibit "B". All drafts must be drawn on or before the expiration date of .

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 600" (THE "UNIFORM RULES"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit shall be honored no later than the close of the seventh banking day following presentment. If, within seven banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all reasonable attorneys' fees, court costs and other expenses incurred by the County of Lake in enforcing the terms hereof.

Very truly yours,

Signature of Bank Officer

Printed Name of Bank Officer

Officer's Title

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

EXHIBIT A" FORM DEMAND LETTER

(DOT Letterhead)
(Date)

To: [Financial Institution Name and Address]
Attention: [Financial Institution Officer]

Re: (Financial Institution Name) Irrevocable Letter of Credit No. ____
Expiration Date: ____
(Project name)
LCDOT Highway Permit No. ____

"Drawn on (Financial Institution Name)
Letter of Credit No. ____"

Dear Sir or Madam:

This is a demand for payment, drawn on (financial institution name) Letter of Credit No. ____ of \$____ United States Dollars.

This demand is made in compliance with the conditions specified in the credit, to wit:

[T]his irrevocable credit is to be used to insure that all work proposed by, or on behalf of (applicant name), for (location), is performed in compliance with the engineering plans as approved by the Lake County Division of Transportation and the terms of the highway permit throughout the term of the project, and to insure the completion of said work and complete restoration of any damaged or disturbed portions of the County highway right-of-way as required by the Lake County Highway Access and Use Ordinance, Chapter 90 of the Lake County Code of Ordinances, the approved engineering plans and specifications for that project, and Highway Permit No. ____.

* * *

[The] Letter of Credit may be drawn upon by the Lake County Engineer at any time in the event that the above-described work or restoration is not being satisfactorily implemented in accordance with the Lake County Highway Access and Use Ordinance, Chapter 90 of the Lake County Code of Ordinances, and the highway permit. This Letter of Credit may also be drawn upon in the event that the above-described work or restoration has not been completed within the times set out in the time schedule provided in the Lake County Highway Access and Use Ordinance, Chapter 90 of the Lake County Code of Ordinances, and the highway permit.

The aforementioned work or restoration is not being satisfactorily implemented and/or has not been completed within the time set out in the aforementioned time schedule.

Pursuant to the terms of the Letter of Credit, this demand for payment shall be honored no later than the close of the seventh banking day following receipt of this demand for payment.

The draft shall be payable to "Treasurer, County of Lake" and delivered to the County Engineer, Lake County Division of Transportation, 600 Winchester Road, Libertyville, Illinois 60048.

Sincerely,

County Engineer, County of Lake
Lake County Division of Transportation

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)

EXHIBIT "B"**FORM SIGHT DRAFT**

[NAME OF FINANCIAL HOUSE]
 IRREVOCABLE LETTER OF CREDIT NO. ____

SIGHT DRAFT

DRAWN ON [NAME OF FINANCIAL HOUSE] LETTER OF CREDIT NO. ____.

\$ ____.

[DRAW DATE]

AT SIGHT PAY TO THE ORDER OF TREASURER, COUNTY OF LAKE, ILLINOIS
 [DOLLAR AMOUNT OF DRAW] AND ____/100 UNITED STATES DOLLARS
 (US\$ ____).

COUNTY ENGINEER, COUNTY OF LAKE
 LAKE COUNTY DIVISION OF
 TRANSPORTATION

 [print name of County Engineer]

TO: [FINANCIAL HOUSE NAME AND ADDRESS]

Attachment: Martam Contract (O-2023-95 : Quiet Zone Modifications Award)



**Resolution No. R-2023-21 : Resolution Approving the Revised 2023
Pay Ranges for Village of Buffalo Grove Employees**

Recommendation of Action

Staff recommends approval.

With recent retirements and the vacancy of the Village Engineer position, the Public Works department has taken this opportunity to evaluate its staffing model. After review, the most significant change in the staffing model was reestablishing the Deputy Public Works Director position and creating both a Deputy Public Works Director/Village Engineer and Assistant Village Engineer position. Based on the long-range plan for the public works department, modifications have been made to the village's pay plan. These modifications aid in clarifying current roles and responsibilities and set the department up for greater flexibility in the years to come.

ATTACHMENTS:

- PW Position Reclass Memo 07 13 2023 (DOCX)
- Update Pay Range Resolution 07 13 2023 (DOC)
- Revised Pay Ranges 07 13 2023 (PDF)

Trustee Liaison
Ottenheimer

Staff Contact
Arthur a Malinowski, Human Resources

Monday, July 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: July 13, 2023

TO: Dane C Bragg, Village Manager

FROM: Arthur A. Malinowski Jr., Human Resources Director
Kathryn A. Golbach, Human Resources Manager

SUBJECT: Public Works Position Reclassification

With recent retirements and the vacancy of the Village Engineer position, the Public Works department has taken this opportunity to evaluate its staffing model. After review, the most significant change in the staffing model was reestablishing the Deputy Public Works Director position and creating both the Deputy Public Works Director/Village Engineer and Assistant Village Engineer positions. Based on the long-range plan for the public works department, modifications have been made to the village's pay plan. These modifications aid in clarifying current roles and responsibilities and set the department up for greater flexibility in the years to come.

Summary of Changes

The proposed reclassifications include title changes only, there is no immediate financial impact to the Village. Similarly, the creation of the Assistant Village Engineer position creates no immediate financial impact to the Village.

<i>Current Classification</i>		<i>Proposed Reclassification</i>	
Position	Pay Grade	Position	Pay Grade
Village Engineer	66	Deputy Director/Village Engineer	66
Assistant Public Works Director	62	Deputy Public Works Director	62

RESOLUTION NO. 2023-_____**A RESOLUTION APPROVING THE REVISED 2023 PAY RANGES
FOR VILLAGE OF BUFFALO GROVE EMPLOYEES**

WHEREAS, on December 5, 2022, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2023 budget, and;

WHEREAS, on December 5, 2022, the Village President and Board of Trustees approved the 2023 pay ranges, and;

WHEREAS, the 2023 pay ranges have been revised to include proposed changes to the Public Works department staffing model.

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 Village of Buffalo Grove does hereby approve the revised 2023 Pay Ranges for Village of Buffalo Grove Employees (attached).
2. The revised 2023 Pay Ranges will become effective upon approval.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____ . APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Village President

Attachment: Update Pay Range Resolution 07 13 2023 (R-2023-21 : Revised 2023 Pay Ranges)

Village of Buffalo Grove
2023 Pay Ranges
with a general wage increase of three percent (3%) awarded on January 1, 2023

Position	New Min	Step	New Max	Step
Pay Grade 74	\$143,990.08	427	\$214,593.60	507
Deputy Village Manager				
Pay Grade 70	\$135,624.32	415	\$202,128.16	495
Director of Finance				
Police Chief				
Fire Chief				
Director of Public Works				
Director of Community Development				
Pay Grade 66	\$116,197.12	384	\$174,037.76	465
Deputy Fire Chief				
Director of Human Resources				
Deputy Police Chief				
Deputy Public Works Director/Village Engineer				
Pay Grade 62	\$107,820.96	369	\$160,688.32	449
Communications Director				
Battalion Chief				
Deputy Director of Finance				
Administrative Services Director				
Deputy Public Works Director				
Deputy Community Development Director				
Pay Grade 58	\$102,575.20	359	\$152,871.68	439
Police Lieutenant				
Building Services Manager				
Head Golf Professional BG & Arbo				
Public Works Superintendent				
Assistant Village Engineer				
Pay Grade 56	\$95,180.80	344	\$141,851.84	424
Police Sergeant				
Pay Grade 54	\$88,759.84	330	\$132,285.92	410
Civil Engineer II				
Principal Planner				
EMS Educator				
Pay Grade 50	\$123,980.48	397	\$137,668.96	418
Fire Lieutenant/ Paramedic				

Attachment: Revised Pay Ranges 07 13 2023 (R-2023-21 : Revised 2023 Pay Ranges)

(May 1, 2023 - April 30, 2024)				
Pay Grade 46	\$121,530.24	393	\$134,950.04	414
Fire Lieutenant/ Non-Paramedic				
(May 1, 2023 - April 30, 2024)				
Pay Grade 42	\$81,954.08	314	\$122,139.68	394
Public Works Manager				
Purchasing Manager				
Civil Engineer I				
Assistant to the Village Manager				
Administrative Support Manager				
Human Resources Manager				
Pay Grade 34	\$76,425.44	300	\$113,900.80	380
Plan Reviewer				
Crew Leader				
Technical Services Administrator				
Pay Grade 29	\$71,986.72	288	\$117,361.92	386
Firefighter/Paramedic				
(May 1, 2023 - April 30, 2024)				
Pay Grade 25	\$78,748.80	306	\$116,197.12	384
Patrol Officer				
(January 1 , 2023 - December 31, 2023)				
Pay Grade 21	\$70,917.60	285	\$105,691.04	365
Building Inspector	34.095			
Health Inspector				
Electrical & Mechanical Inspector				
Fire Inspector				
EMA Coordinator				
Deputy Fire Marshal				
Plumbing Inspector				
Administrative Services Manager				
Property Maintenance Inspector				
Mechanic II				
Accountant				
Associate Planner				
Deputy Village Clerk				
Engineering Technician				
Management Analyst				
Head Golf Professional				
Maintenance Worker II				
Buyer				

Social Worker				
Pay Grade 17	\$60,758.88	254	\$90,548.64	334
Public Education Officer-Fire				
Permit Coordinator				
Maintenance Worker I				
Pay Grade 13	\$53,102.40	227	\$77,966.72	304
Administrative Assistant				
Utility Billing Coordinator				
Accounts Payable Coordinator				
Payroll Coordinator				
Assistant Golf Professional				
Evidence Custodian				
Communications Coordinator				
Pay Grade 9	\$48,786.40	210	\$72,708.48	290
Community Service Officer				
Desk Officer				
Clerk				
Pay Grade 5	\$28,046.72	99	\$41,797.60	179
Fleet Maintenance Shop Assistant				
Engineering Aide				
Pay Grade 1	\$22,405.76	92	\$30,987.84	157
School Crossing Guard				
Laborer				
Golf Course Attendant				



Information Item : Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting.

Recommendation of Action

N/A

Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Trustee Liaison
Smith

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, July 17, 2023	
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Information Item : Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Recommendation of Action

N/A

Executive Session - Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Trustee Liaison

Ms. Sirabian

Staff Contact

Jessie Brown, Community Development

Monday, July 17, 2023	
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