



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
May 17, 2021 at 7:30 PM

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

1. Call to Order

A. Open Meetings Act

Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held in person with capacity limited physical attendance.

Due to the COVID-19 pandemic and CDC guidelines for social distancing, physical attendance is limited to 20 persons in addition to Elected Officials and Staff. All seats are on a first-come, first-served basis. All persons physically attending the meeting will be required to don an appropriate face covering during the duration of the meeting and shall be required to undergo a body temperature scan before entering the Jeffrey S. Braiman Council Chambers. The Village of Buffalo Grove reserves the right to deny entry to any person displaying COVID-19 symptoms or a body temperature exceeding 100.4 degrees Fahrenheit. All meeting participants shall observe CDC-published guidelines for social distancing while attending the meeting.

In accordance with the Open Meetings Act, any person shall be permitted an opportunity to address public officials under the rules established and recorded in the Buffalo Grove Municipal Code. In addition, those not willing or able to physically attend can still participate by emailing their public comment to the Village Clerk at clerk@vbg.org before 4:30 pm the day of the meeting. Individuals with no access to email may leave a message at (847) 459-2506 before 4:30 pm the day of the meeting. All comments received in accordance with the foregoing will be read at the meeting. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting.

The meeting will also be broadcast via Facebook Live however; the comments on the stream will not be monitored by village staff and will not be read into the official record.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Apr 19, 2021 7:30 PM

B. Village Board - Committee of the Whole - May 3, 2021 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1328 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. R-2021-16 Resolution Extending Executive Order 2021-05 (President Sussman) (Staff Contact: Dane Bragg)

B. R-2021-11 Resolution Accepting the Canvass of Votes from the April 6, 2021 Consolidated Election (Clerk Sirabian) (Staff Contact: Dane Bragg)

- C. Swearing in of Elected Officials (Clerk Sirabian) (Staff Contact: Dane Bragg)
- D. Appointment of Board, Commission, and Committee Members (President Sussman) (Staff Contact: Dane Bragg)
- E. Village President Appointment of Village Board Portfolios (President Sussman) (Staff Contact: Dane Bragg)
- F. Proclamation Recognizing Pride Month (President Sussman) (Staff Contact: Jenny Maltas)

5. Village Manager's Report

- A. R-2021-12 Resolution Supporting Restoration of LDGF Revenue (President Sussman) (Staff Contact: Dane Bragg)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. Proclamation Recognizing National Emergency Medical Services Week (Trustee Smith) (Staff Contact: Mike Baker)

SUMMARY: A proclamation recognizing May 16th through May 21st, 2021 as National Emergency Medical Services Week.

- B. Building Safety Month (Trustee Pike) (Staff Contact: Nicole Woods)

SUMMARY: Proclamation Recognizing May as Building Safety Month.

- C. IDOT Traffic Signal Master Agreement (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: The Illinois Department of Transportation, in a letter dated 4/27/21, asked the Village to approve the attached "Intergovernmental Master Agreement for State maintained traffic signals on State highways within the corporate limits of Buffalo Grove." Staff recommends approval of this agreement.

- D. Authorization to Execute Contract Extension with Hoerr Construction Inc. (Trustee Pike) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village Board authorize staff to execute the second and final year contract option with Hoerr Construction Inc. for as needed emergency Sewer Lining Services to cover the period from June 22, 2021 to June 22, 2022.

- E. Authorization to Execute Contract Extension with Sewertech LLC (Trustee Pike) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends that the Village Board of Trustees to authorize staff to execute the second year contract option with Sewertech LLC, for Sewer Televising Services at a cost not to exceed \$19,512.50

- F. O-2021-26 Liquor License Reservation- Fuji Thai at 1000 Weiland Road (President Sussman) (Staff Contact: Chris Stilling)
- SUMMARY: A Class B liquor license is reserved for Chanprung, LLC d/b/a Fuji Thai at 1000 Weiland Road. This reservation is subject to the applicant completing Village requirements for said license on or before August 15, 2021.
- G. O-2021-27 Amendment to the Traffic Ordinance (Trustee Stein) (Staff Contact: Darren Monico)
- SUMMARY: An Ordinance upgrading the yield sign to a stop sign on Springside Lane at Old Checker Road.
- H. O-2021-35 Award of Bid Tree Planting (Trustee Pike) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Acres Group for Tree Planting Services in an amount not to exceed \$44,800 pending final review and approval of the contract by the Village Attorney
- I. R-2021-13 Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Dane Bragg)
- SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: December 7, 2020; March 1, 2021; April 5, 2021.
- J. Authorization to Waive Bids and Seek Competitive Proposals for Drainage Improvements (Trustee Pike) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff requests authorization to waive bids and seek competitive proposals as further detailed in the attached memo.

9. Ordinances and Resolutions

- A. O-2021-28 Call One Agreement (Trustee Johnson) (Staff Contact: Brett Robinson)
- B. O-2021-29 Ordinance Approving Preliminary Plan Approval for a New Industrial Building at 1305 Busch Parkway (Trustee Johnson) (Staff Contact: Chris Stilling)
- C. O-2021-30 GHA Cambridge Construction Engineering (Trustee Pike) (Staff Contact: Kyle Johnson)
- D. O-2021-31 Approve Streambank Stabilization Design (Trustee Stein) (Staff Contact: Darren Monico)
- E. R-2021-14 Bernard Drive IDOT Local Agency Agreement and Engineering Agreements (Trustee Stein) (Staff Contact: Darren Monico)
- F. O-2021-32 Replacement Aerial Truck (Trustee Pike) (Staff Contact: Brett Robinson)
- G. O-2021-33 2021 Cambridge Utility & Street Improvements Award (Trustee Pike) (Staff Contact: Kyle Johnson)
- H. O-2021-34 Approve an Ordinance Authorizing the Village Manager to Execute a Contract with Lamar Johnson Collaborative for Comprehensive Planning Services (Trustee Stein) (Staff Contact: Nicole Woods)
- I. O-2021-36 Award of Bid Landscaping (Trustee Pike) (Staff Contact: Tom Wisniewski)
- J. R-2021-15 Thompson & Brandywyn Contract 1 Supplement (Trustee Pike) (Staff Contact: Kyle Johnson)

10. Unfinished Business

11. New Business

- A. Spoerlein Commons Dunkin/Baskins Development Improvement Agreement (Trustee Stein) (Staff Contact: Darren Monico)

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 10 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Adjournment

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

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

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY, APRIL 19, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; Evan Michel, Management Analyst; Mike Skibbe, Director of Public Works; Brett Robinson, Director of Purchasing; Fire Chief Baker and Police Chief Casstevens.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the March 15, 2021 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 - Smith

Motion declared carried.

Moved by Stein, seconded by Weidenfeld, to approve the minutes of the April 5, 2021 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 - Smith

Motion declared carried.

WARRANT #1327

Mr. Robinson read Warrant #1327. Moved by Johnson, seconded by Weidenfeld, to approve Warrant #1327 in the amount of \$5,707,060.36 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 - Smith

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

President Sussman and Trustee Johnson read a Proclamation recognizing and remembering former **Village Trustee DeAnn Glover** for her years of dedicated service to the entire Buffalo Grove Community. DeAnn Glover's legacy of community services is an indelible inspiration for all those who seek to make the Village of Buffalo Grove a strong and more vibrant community.

President Sussman introduced **Resolution No. 2021-11** extending Executive Order 2021-04.

Minutes Acceptance: Minutes of Apr 19, 2021 7:30 PM (Approval of Minutes)

Mr. Bragg reviewed the proposed resolution.

Moved by Weidenfeld, seconded by Ottenheimer, to pass Resolution No. 2021-11, extending Executive Order 2021-04. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 - Smith

Motion declared carried.

VILLAGE MANAGER'S REPORT

Chief Baker reviewed the credentials of Anthony Shin and Austin Eaton, the newest firefighters for the Buffalo Grove Fire Department. **FF/PM Anthony Shin** had his badge pinned on by his father, Paul, and **FF/PM Austin Eaton** had his badge pinned on by his girlfriend, Alexa, as both were congratulated and welcomed to Buffalo Grove by the audience and the Board, after which they thanked everyone for this opportunity.

Chief Baker reviewed the incident on April 6, 2021 where Northbrook Fire Lieutenant Joe Klemm happened to notice smoke coming from the back of a house as he was driving past the residence. Lieutenant Klemm alerted the occupants of the home and began extinguishing the fire at the rear of the property where three propane tanks were self-venting and fire was impinging on the back porch. Lieutenant Klemm's swift action greatly reduced the potential damage to the inside of the home, and because of his actions the Buffalo Grove Fire Department is presenting him with the **Fire Chief Citation**. Lieutenant Klemm thanked Chief Baker and the Board for the recognition and noted that he is a Buffalo Grove resident and very proud of the Buffalo Grove Fire Department.

Chief Casstevens reviewed the accomplishments of **Officer Matthew Mills** and **Officer Michael Carlson**. Melanie Santostefano, President of the Buffalo Grove Rotary Club, then presented the Special Commendation Award to Officer Matt Mills, and the Officer of the Year Award to Officer Michael Carlson, as they were congratulated by the audience and the Board. Both Officers thanked the Department and the Board for the recognition and the opportunity to work with the Buffalo Grove Police Department. Ms. Santostefano presented a brief background of the Buffalo Grove Rotary Club, and noted that donations will be made to the Buffalo Grove Rotary Foundation and Special Olympics in honor of these officers.

Mr. Skibbe reviewed the accomplishments of this year's **Public Works Employee of the Year, Dave Gretz**. Mr. Gretz is a Crew Leader in the Forestry Section, and a video of a typical day highlighted the presentation. Mr. Gretz thanked the Department, the Board, his co-workers, and his family for their support and for recognizing him with this honor.

REPORTS FROM TRUSTEES

Trustee Stein noted that the **Buffalo Grove Fire Department** recently was inspected by OSHA and all three stations passed with no violations, and he congratulated the Department on that accomplishment.

CONSENT AGENDA

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

Proclamation – Arbor Day

Motion to approve a Proclamation designating April 30, 2021 as Arbor Day in Buffalo Grove.

Proclamation – National Public Works Week

Motion to approve a Proclamation recognizing May 16-22, 2021 as National Public Works Week.

Minutes Acceptance: Minutes of Apr 19, 2021 7:30 PM (Approval of Minutes)

Proclamation – Week of the Young Child

Motion to approve a Proclamation recognizing April 10-16, 2021 as the Week of the Young Child.

Proclamation – National Police Week

Motion to approve a Proclamation recognizing May 15, 2021 as Peace Officers Memorial Day and the week in which it falls as National Police Week in the Village of Buffalo Grove.

Proclamation – Municipal Clerks Week

Motion to approve a Proclamation recognizing the week of May 2-8, 2021 as International Municipal Clerks Week.

Proclamation – National Safe Boating Week

Motion to approve a Proclamation recognizing National Safe Boating Week.

Intergovernmental Agreement

Motion to approve an Intergovernmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity (DCEO) Grant toward the installment of sidewalk in the right-of-way at Ivy Hall Park.

Ordinance No. 2021-17 – 1700 Estonian Lane

Motion to pass Ordinance No. 2021-17, approving an amendment to a Special Use Ordinance and Zoning Code Variations for Height and Encroachment into a setback for an extension of a Communication Antenna Tower at 1700 Estonian Lane.

Ordinance No. 2021-18 – 745 S. Buffalo Grove Road

Motion to pass Ordinance No. 2021-18, granting variations to allow for three wall signs at 745 S. Buffalo Grove Road, ACE Hardware store.

Ordinance No. 2021-19 – Flambé India

Motion to pass Ordinance No. 2021-19, Class A Liquor License reservation - Flambé India, 1155 McHenry Road.

Ordinance No. 2021-20 – Georgian European Bakery & Cafe

Motion to pass Ordinance No. 2021-20, Class E Liquor License reservation – Georgian European Bakery & Café, 136 McHenry Road.

Ordinance No. 2021-21 - Kum Kang San

Motion to pass Ordinance No. 2021-21, Class A Liquor License rescinded – SHK, USA, Inc., d/b/a Kum Kang San Restaurant, 1329 W. Dundee Road, as the business has closed.

Ordinance No. 2021-23 – Public Works Vehicle

Motion to pass Ordinance No. 2021-23, ratifying the purchase of a replacement Public Works vehicle through the Suburban Purchasing Cooperative in a total not-to-exceed amount of \$34,200.00

Moved by Stein, seconded by Weidenfeld, to approve the Consent Agenda, with packet pages 115 and 116 as well as packet pages 124 and 125 removed from Item 8. I. Upon roll call, Trustees voted as follows on the Consent Agenda:

Minutes Acceptance: Minutes of Apr 19, 2021 7:30 PM (Approval of Minutes)

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

ORDINANCE NO. 2021-22 – BGFF/PM ASSOCIATION

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2021-22, approving a Letter of Agreement between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association to include wages for the period of May 1, 2021 to April 30, 2022, pursuant to the terms set forth in the Collective Bargaining Agreement dated May 1, 2021 to April 30, 2022, between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association in accordance with materials contained in Board packets.

Mr. Malinowski reviewed the proposed ordinance, details of which are contained in the Village Board Meeting Agenda Item Overview that he prepared, as well as the Agreement itself.

Trustee Johnson thanked the Buffalo Grove Firefighter/Paramedic Association for their willingness to work with the Village.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-24 – BUFFALO GROVE DAYS

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2021-24, authorizing the Village Manager to execute amendments to certain agreements with Buffalo Grove Days vendors in accordance with materials contained in Board packets, pending review and approval of the Village Attorney.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in the memo from him and Mr. Wisniewski to Mr. Bragg dated April 15, 2021, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-25 – CHAMBER OF COMMERCE

Moved by Johnson, seconded by Ottenheimer, to pass Ordinance No. 2021-25, authorizing the Village Manager to sign a Lease Agreement with the Buffalo Grove Lincolnshire Chamber of Commerce in which the Chamber would lease space for the Village for \$1 per year, and includes an incentive package to the Chamber for new membership recruitment, as detailed in materials contained in Board packets.

Ms. Maltas reviewed the proposed ordinance, details of which are contained in her memo of April 15, 2021 to the Board, after which she answered questions from the Board

Upon roll call, Trustees voted as follows:

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

ELEVATOR MAINTENANCE

Moved by Pike, seconded by Weidenfeld, to authorize the Village Manager to execute a contract with American Hoist & Mainlift for Annual Elevator Maintenance Services for a five-year agreement in an amount not to exceed \$47,494.79

Mr. Robinson reviewed the proposed contract, details of which are contained in Mr. Wisniewski's memo to Mr. Bragg of April 15, 2021.

Upon roll call, Trustees voted as follows:

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

PARKWAY RESTORATION PROJECT

Moved by Pike, seconded by Johnson, to reject bids for the 2021 Parkway Restoration Project.

Mr. Robinson reviewed staff's recommendation, details of which are contained in his memo to Mr. Bragg of April 9, 2021.

Upon roll call, Trustees voted as follows:

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

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

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

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

The Board moved to Executive Session from 8:31 P.M. until 10:05 P.M.

ADJOURNMENT

The meeting was adjourned at 8:31 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF May 2021

Village President

Minutes Acceptance: Minutes of Apr 19, 2021 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF
THE VILLAGE OF BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY, MAY 3, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; Nicole Woods, Deputy Community Development Manager; Jessie Brown, Assistant Village Clerk; Fire Chief Baker; and Police Chief Casstevens.

The Committee of the Whole Meeting consisted of staff reports and Board discussion on the following topics.

TRUSTEE REPORTS

Trustee Johnson reported that National Mental Health Awareness Month and presented green ribbons to Board members to show support for the effort to “Turn Our Towns Green” to raise awareness and erase the stigma associated with mental illness.

EOC OVERVIEW

Chief Baker provided a high-level overview of EOC operations and detailed the roles and responsibilities of the Village Trustees and Village President as part of the Executive Policy Group, including a “walk through” of how the EOC and Executive Policy Group would be integrated to provide for the highest level of safety and security for the residents and businesses of Buffalo Grove, details of which are contained in the memo from him and Joe Wieser, EMA Coordinator, to the Board dated April 29, 2021.

POLICE BODY CAMERAS

Chief Casstevens presented information and current recommendations concerning the use of body-mounted cameras in police patrol functions, details of which are contained in his memo to the Board of March 23, 2021. Chief Casstevens noted that he strongly supports body cameras, but stated that this law is an unfunded mandate that will cost the Village just under \$300,000.00, which does not include the personnel costs associated with the FOIA requests. The Illinois Chiefs of Police Association is working to address some of the concerns associated with this legislation, which will go into effect on January 1, 2025.

BUILDING PERMIT FEES

Mrs. Woods began by thanking all the members of the team that have put in so much work on this huge project, after which she reviewed the Community Development evaluation of all the processes relating to code enforcement, planning and zoning, and building permits and inspections. Details of the proposed modifications to permit fees, structure and processes are contained in the memo that she and Jessie Brown sent to the Board dated April 29, 2021. Mrs. Woods emphasized that this project is by no means meant to increase permit fees, but to streamline the process for developers, residents and staff.

Board members commended staff for all the work they have put into this project and noted that this is a concern that they have heard from residents and streamlining this process will be a real asset to developers, our residents and our staff.

Minutes Acceptance: Minutes of May 3, 2021 7:30 PM (Approval of Minutes)

ETHICS COMMISSION

Mr. Bragg reviewed the original intent of the Ethics Commission, as well as its current structure.

Mr. Stilling then provided further detail of the duties of the Commission, as well as the staff recommendation for the future of the Commission, specifics of which are contained in the memo from Ms. Maltas to the Board of April 29, 2021. After Board discussion, it was determined that staff will work with Mr. Brankin and bring a recommendation before the Board.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 9:00 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF May 2021

Village President

Minutes Acceptance: Minutes of May 3, 2021 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1328****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1328 \$4,934,478.18

ATTACHMENTS:

- W #1328 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE WARRANT #1328
17-May-21

General Fund:	491,454.69
Parking Lot Fund:	11.84
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	590,278.13
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	0.00
Capital Projects-Vehicles/Equipment:	812.83
Capital Projects-Streets:	164,181.16
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	0.00
Water Fund:	1,395,256.65
Buffalo Grove Golf Fund:	24,025.86
Arboretum Golf Fund:	23,008.34
Refuse Service Fund:	68,125.00
Information Technology Internal Service Fund:	110,106.01
Central Garage Internal Service Fund:	106,241.54
Building Maintenance Internal Service Fund:	60,506.68
	<u>3,034,008.73</u>
 PAYROLL PERIOD ENDING 04/29/2021	 949,218.43
PAYROLL PERIOD ENDING 05/13/2021	951,251.02
	<u>1,900,469.45</u>
 TOTAL WARRANT #1328	 <u><u>4,934,478.18</u></u>

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

 Village Clerk

 Village President

Attachment: W #1328 SUMMARY (Approval of Warrant #1328)



**Resolution No. R-2021-16 : Resolution Extending Executive Order
2021-05**

Recommendation of Action

Staff recommends approval.

This resolution extends Village President, Beverly Sussman's Executive Order 2021-05. Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and has subsequently extended.

ATTACHMENTS:

- Resolution Extending the Local Disaster Emergency Proclamation 5.3.21 (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 17, 2021	
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RESOLUTION EXTENDING EXECUTIVE ORDER 2021-05

WHEREAS, on May 3, 2021, Village President, Beverly Sussman, issued Executive Order 2021-02 based upon the COVID-19 pandemic;

WHEREAS, the diagnosed cases of COVID-19 in the local area and the State of Illinois continue to increase;

WHEREAS, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and further extended that declaration until May 30, 2021; and;

WHEREAS, it is necessary and appropriate for the Village of Buffalo Grove to continue to take measures to protect the public's health in response to the COVID-19 outbreak;

WHEREAS, the Village Board finds that the present situation requires the extension of the Village President's Executive Order 2021-05;

NOW, THEREFORE, be it resolved as follows:

Executive Order 2021-02 dated May 3, 2021 issued by Village President Beverly Sussman is hereby extended. Said extension shall be coterminous with the COVID-19 disaster proclamation issued by Governor J.B. Pritzker unless further amended or modified.

This Resolution shall be filed with the Village Clerk as soon as is practical and spread of record to all appropriate agencies.

AYES: _____
 NAYES: _____
 ABSENT: _____

Passed _____, 2021
 Approved _____, 2021

Approved:

 Beverly Sussman, Village President

Attest:

 Janet Sirabian, Village Clerk



**Resolution No. R-2021-11 : Resolution Accepting the Canvass of
Votes from the April 6, 2021 Consolidated Election**

Recommendation of Action

Staff recommends acceptance.

A canvass of votes was conducted on April 27, 2021 affirming the results of the April 6, 2021 Consolidated Election. Results for each candidate, by county are attached to the Resolution.

ATTACHMENTS:

- Canvass of Votes 21 (DOCX)
- 2021 Consolidated Municipal Election Certificate (PDF)

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, May 17, 2021	
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RESOLUTION NO. 2021 –

A RESOLUTION AFFIRMING CANVASS OF VOTE RETURNS

WHEREAS, on Tuesday, April 6, 2021, an election was held in the Village of Buffalo Grove, Cook and Lake Counties, Illinois, to elect three (3) Village Trustees for four (4) year terms each; and

WHEREAS, there had been compliance with all applicable statutory provisions governing said election including, but not by way of limitations, notices, ballots, affidavits, judges of election, polling places and conduct of elections; and

WHEREAS, the appointed judges were qualified, duly sworn, and conducted the election pursuant to statute; and

WHEREAS, the judges delivered the election returns to the County Clerks of Cook and Lake Counties who kept them in safe keeping until they delivered same to the corporate authorities; and

WHEREAS, the Canvassing Board duly canvassed said returns.

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

Section 1. Upon a canvass of the returns of the aforesaid election results, attached Exhibit A to this Resolution, it is hereby affirmed that the election resulted in the following persons elected to office in the Village of Buffalo Grove.

VILLAGE TRUSTEE	Andrew Stein	2,367
	Joanne R. Johnson	2,359
	Lester A. Ottenheimer, III	2,072

Section 2. Andrew Stein, Joanne R. Johnson, and Lester A. Ottenheimer, III are duly elected to the Office of Village Trustee for a term of four (4) years each.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

Village President

ATTEST:

Village Clerk

Attachment: Canvass of Votes 21 (R-2021-11 : Acceptance of Canvass of Votes)

Cook County Clerk's Office

Suburban Cook County Election Results

Official Certificate of Results[Back to Election Summary Results](#)[Print Results](#)**April 06, 2021 Consolidated General Election**

The Cook County Clerk, having completed a canvass of all votes cast for Trustee, Village of Buffalo Grove, hereby certifies the following vote totals:

Candidates	Percentage	Votes
Joanne R. Johnson	24.33%	2,359
Mike Terson	17.86%	1,732
Lester A. Ottenheimer, III	21.37%	2,072
Andrew Stein	24.41%	2,367
Gowri Magati	12.03%	1,167
Total:	100%	9,697

This election having been certified to me as 3 to be elected results in Joanne R. Johnson, Lester A. Ottenheimer, III & Andrew Stein being elected.

Below is the abstract of votes by precinct.

Dated this April 27, 2021.



Karen A. Yarbrough, Cook County Clerk

Township - Trustee, Village of Buffalo Grove

Township	Registered Voters	Ballots Cast	Joanne R. Johnson	Mike Terson	Lester A. Ottenheimer, III	Andrew Stein	Gowri Magati	Total Votes
Wheeling	11,612	1,026	669	526	554	613	219	2,581
Vernon (Lake)	21,640	3,111	1,690	1,206	1,518	1,754	948	7,116
Suburban Cook County Total	11,612	1,026	669	526	554	613	219	2,581
All Counties Total	33,252	4,137	2,359	1,732	2,072	2,367	1,167	9,697

Precinct - Trustee, Village of Buffalo Grove

Precinct	Registered Voters	Ballots Cast	Joanne R. Johnson	Mike Terson	Lester A. Ottenheimer, III	Andrew Stein	Gowri Magati	Total Votes
Wheeling 4	791	7	5	3	2	6	0	16
Wheeling 6	697	95	55	58	42	51	31	237

Wheeling 33	915	0	0	0	0	0	0	0
Wheeling 38	1,362	106	82	54	58	66	19	279
Wheeling 51	1,315	96	68	40	58	60	24	250
Wheeling 60	706	95	73	35	65	71	16	260
Wheeling 63	1,081	53	32	25	26	26	13	122
Wheeling 66	1,272	164	84	104	76	93	22	379
Wheeling 70	1,329	147	97	71	74	92	41	375
Wheeling 72	993	140	93	76	79	74	29	351
Wheeling 91	1,151	123	80	60	74	74	24	312
Vernon (Lake) 261	1,110	210	105	110	88	101	65	469
Vernon (Lake) 262	1,038	113	60	39	47	58	47	251
Vernon (Lake) 263	1,164	114	0	0	0	0	0	0
Vernon (Lake) 266	1,201	187	87	86	83	105	61	422
Vernon (Lake) 267	1,344	213	75	76	71	98	127	447
Vernon (Lake) 272	1,008	179	92	62	92	100	90	436
Vernon (Lake) 273	1,314	267	163	124	142	157	65	651
Vernon (Lake) 274	986	177	102	84	104	116	57	463
Vernon (Lake) 275	1,256	217	126	109	102	125	85	547
Vernon (Lake) 276	977	128	83	44	74	88	31	320
Vernon (Lake) 277	1,087	207	133	78	120	121	71	523
Vernon (Lake) 278	919	167	118	75	97	113	29	432
Vernon (Lake) 279	1,194	182	112	68	97	114	59	450
Vernon (Lake) 280	1,045	204	124	85	130	132	50	521
Vernon (Lake) 281	1,280	102	47	42	32	49	23	193
Vernon (Lake) 283	1,011	137	90	52	77	85	34	338
Vernon (Lake) 284	1,037	102	69	24	71	81	27	272
Vernon (Lake) 285	1,122	124	86	41	74	78	17	296
Vernon (Lake) 286	1,547	81	18	7	17	33	10	85
Suburban Cook County Total	11,612	1,026	669	526	554	613	219	2,581
All Counties Total	33,252	4,137	2,359	1,732	2,072	2,367	1,167	9,697

Attachment: 2021 Consolidated Municipal Election Certificate (R-2021-11 : Acceptance of Canvass of Votes)



Information Item : Swearing in of Elected Officials

Recommendation of Action

N/A.

The formal swearing in ceremony for Trustees Andrew Stein, Joanne Johnson, and Lester Ottenheimer will be conducted by Judges Nerheim and Johnson.

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, May 17, 2021	
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Information Item : Appointment of Board, Commission, and Committee Members

Recommendation of Action

N/A.

President Sussman will make appointments to the Village's Boards, Commissions, and Committees.

ATTACHMENTS:

- Boards and Commission Appointments (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 17, 2021	
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2021-2022 Committees, Commissions and Boards Appointments

Board of Fire and Police

Commissioners

- Jane Dibbern (Chair)
- Kevin Dryman
- Lisa Hartman
- Scott Fishman
- Stuart Berman

Planning and Zoning

Commission

- Frank Cesario (Chair)
- Amy Au
- Steven Goldspiel
- Zill Khan
- Adam Moodhe
- Mitchell Weinstein
- Kevin Richards
- Neil Worlikar
- Marc Spunt

Electrical Commission

- Harold Kabb
- George Koriath
- Wayne Kowalski

Health Commission

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

Farmers Market Committee

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

- Jane Primack*
- Beth Nudelman*
- David Bergma*
- Mindy Lazor*
- David Birdman*

Rick Kahen Commission for Residents with Disabilities

- Judy Samuels (Chair*)
- Donna Garfield
- Dean Klassman
- David Morton
- Beth Shapiro
- Jack Shapiro
- Larry Sweica
- Mark Weiner
- Debbie Verson
- Lexi Robinson
- Leo Njongmeta
- Martin Sussman
- Matthew Dragon
- Allie Zalay*
- Avi Samuels*

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Arthur Malinowski
- Larry Stanley

Buffalo Grove Days

- Paulette Greenberg- Co-Chair
- Mari Antman
- Steven Antman
- Cody Bartlett
- Dianne Bartlett
- Jackie Beegun
- Ed Bjes
- Sharon Borstein
- Arnie Brown
- Ken Carothers

- Sandi Carothers
- Alan Danenberg
- Karen Danenberg
- Don Geno
- Sheri Ginsberg
- Ron Greco
- Lori Hackett
- Ron Hackett
- Howard Hoffman
- Carol Irvin
- Reed Irvin
- Dan Kenevan
- Randy Kittell
- Marlene Kozak
- Ken Lazar
- Sarah Lee
- Betty Lou Manso
- Adam Moodhe
- Debi Moritz
- Matthew Norman
- Rhonda Norman
- Alan Nudelman
- Beth Nudelman
- Rodney Odelson
- Lee Orlov
- Randi Orlov
- Doug Primack
- Jane Primack
- Matthew Rodriguez
- Debbie Rybarczyk
- Vikas Shah
- JV Springman
- Arla Sprung
- Murray Sprung
- Marc Spunt
- Abhijeet Thorat
- Nancy Winter
- Stan Zoller
- Gowri Magati*
- Ryan Bowers*
- Nena Baker*

*New appointee

Attachment: Boards and Commission Appointments (Appointment of Board, Commission, and Committee Members)

2021-2022 Committees, Commissions and Boards Appointments (Continued)

Ethics Commission¹

- Marc Blumentahal
- Walter Jasinski
- Debra Rybarczyk
- Lenna Scott
- Gina Sofios*
- Pragnesh Patel*

¹ Currently seeking one additional volunteer.

*New appointee



Information Item : Village President Appointment of Village Board Portfolios

Recommendation of Action

N/A.

President Sussman will assign Village Board members their portfolio of responsibilities.

ATTACHMENTS:

- Elected Official Portfolios (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 17, 2021	
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2021-22 ELECTED OFFICIAL PORTFOLIOS

Elected Official	Portfolio	Taxing Body	Commission Liaison
Ottenheimer	Legal	Vernon Area Public Library	CRD
		District 125	BD Days
Stein	Public Works	District 103	BG Days
	Golf	Wheeling Township	CRD
Weidenfeld	Finance	BGCF	BFPC Health Commission
		Code Revision	
		NWMC	
		District 96	
Johnson	Public Safety	District 214	PZC
	Engineering	BG Park District	Farmers Market
Smith	IT	Vernon Township	BFPC
	Environmental	Indian Trials Public Library	Farmers Market
Pike	Community Development	District 21	PZC
		District 102	Health Commission

Attachment: Elected Official Portfolios (Board of Trustees Liaison Assignments)



Information Item : Proclamation Recognizing Pride Month

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Proclaiming June 2021 as the Village of Buffalo Grove's Lesbian, Gay, Bisexual, Transgender and Questioning Pride Month; and encourage all community residents to eliminate prejudice wherever it exists and to celebrate our great diversity by celebrating our LGBTQ friends and neighbors.

ATTACHMENTS:

- LGBTQ Pride Month 2021 (DOC)

Trustee Liaison
Sussman

Staff Contact
Jenny Maltas, Office of the Village Manager

Monday, May 17, 2021	
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Village of Buffalo Grove

A PROCLAMATION IN HONOR OF LGBTQ PRIDE MONTH

WHEREAS, the battle for dignity, equality and personal safety for lesbian, gay, bisexual, transgender and questioning people is reflected in the tireless commitment of the LGBTQ community, as well as dedicated advocates and allies who strive to forge a more inclusive society; and

WHEREAS, President Bill Clinton, on June 2, 2000, declared June "Gay & Lesbian Pride Month" to commemorate the June 1969 Stonewall Uprising in Lower Manhattan and on June 1, 2009, President Barack Obama expanded the commemoration further by declaring June to be Lesbian, Gay, Bisexual and Transgender Pride Month; and

WHEREAS, LGBTQ Americans, including those who live in our local communities, face hate and discrimination simply for being who they are and for who they love and there remains much work to do to extend the promise of our country to every person; and

WHEREAS, the landmark Supreme Court decision of 2015 guaranteeing marriage equality in all 50 States was a historic victory for LGBTQ Americans and continues to affirm our belief that we are all more free when we are treated as equals; and

NOW, THEREFORE, be it resolved, the Village President, Beverly Sussman, and Board of Trustees of the Village of Buffalo Grove hereby proclaim June 2021 as the Village of Buffalo Grove's Lesbian, Gay, Bisexual, Transgender and Questioning Pride Month; and encourage all community residents to eliminate prejudice wherever it exists and to celebrate our great diversity by celebrating our LGBTQ friends and neighbors.

Proclaimed this 17th day of May, 2021.

A handwritten signature in cursive script that reads "Beverly Sussman".

Beverly Sussman, Village President

Attachment: LGBTQ Pride Month 2021 (Pride Month Proclamation)



Resolution No. R-2021-12 : Resolution Supporting Restoration of LDGF Revenue

Recommendation of Action

Staff recommends approval.

A resolution urging the General Assembly and the Governor to restore Local Government Distributive Fund payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

ATTACHMENTS:

- LDGF Res (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 17, 2021

Resolution No. 2021 -__

RESOLUTION SUPPORTING RESTORATION OF LGDF REVENUE

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars, which can account between 10 and 20% of a municipality's operating budget, to lessen the burden on taxpayers and reduce the reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, this revenue reduction has been proposed at a time when municipalities are continuing to spend additional funds on the COVID-19 emergency response; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities and villages have had to fund skyrocketing pension costs, which account for substantial budget increases each year; and

WHEREAS, those municipalities with fewer revenue sources, such as retail businesses with higher equalized assessed values on property, suffer the most and will be forced to explore increasing property taxes or cutting services amid further LDGF reductions.

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

Attachment: LDGF Res (R-2021-12 : Resolution Supporting Restoration of LDGF Revenue)

That the Village of Buffalo Grove urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

YES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk



**Information Item : Proclamation Recognizing National Emergency
Medical Services Week**

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A proclamation recognizing May 16th through May 21st, 2021 as National Emergency Medical Services Week.

ATTACHMENTS:

- 2021-ems-week-proclamation (DOCX)

Trustee Liaison
Smith

Staff Contact
Mike Baker, Fire

Monday, May 17, 2021	
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Village of Buffalo Grove

PROCLAMATION RECOGNIZING NATIONAL EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Buffalo Grove Fire Department are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency medical care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the COVID-19 pandemic continues to test EMS professionals like never before. EMTs, paramedics and other frontline workers are rising to the challenge and each has a crucial role in responding to the public health crisis of our lifetime; and

WHEREAS, throughout the pandemic, EMS has been on the frontlines, caring for the sickest COVID-19 patients, while also staffing COVID-19 testing and vaccine clinics; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of the Buffalo Grove Fire Department emergency medical services by designating Emergency Medical Services Week;

NOW, THEREFORE, the Village President and Board of Trustees of the Village of Buffalo Grove recognize the week of May 16th through the 21st, 2021 as EMERGENCY MEDICAL SERVICES WEEK, "This is EMS: Caring for Our Communities" in the Village of Buffalo Grove.

Proclaimed this 17th day of May, 2021.

Beverly Sussman, Village President



Information Item : Building Safety Month

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Proclamation Recognizing May as Building Safety Month.

ATTACHMENTS:

- 2021 Proclamation (DOC)

Trustee Liaison

Pike

Staff Contact

Nicole Woods, Community Development

Monday, May 17, 2021	
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Village of Buffalo Grove

PROCLAMATION RECOGNIZING MAY AS BUILDING SAFETY MONTH

WHEREAS, The Village of Buffalo Grove is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

WHEREAS, Our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, These guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

WHEREAS, Our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

WHEREAS, These modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity, and;

WHEREAS, "*Prevent, Prepare, Protect. Building Codes Save,*" the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry.

WHEREAS, Each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove, do hereby proclaim the month of May 2021 as **Building Safety Month**. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Proclaimed this 17th day of May, 2021.

Beverly Sussman, Village President

Attachment: 2021 Proclamation (Proclaiming May Building Safety Month)



Action Item : IDOT Traffic Signal Master Agreement

Recommendation of Action

Staff recommends approval.

SUMMARY: The Illinois Department of Transportation, in a letter dated 4/27/21, asked the Village to approve the attached "Intergovernmental Master Agreement for State maintained traffic signals on State highways within the corporate limits of Buffalo Grove." Staff recommends approval of this agreement.

ATTACHMENTS:

- Memo IDOT Master signal agreement 21-0506 (DOCX)
- Short Form Final 2.0 yg03172021 (PDF)
- BUFFALO GROVE_EXHIBIT A_2019 (PDF)
- Short Form Exhibit B Final 2.0 yg03172021 (PDF)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 6, 2021
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: IDOT Master Traffic Signal Agreement Approval

IDOT recently sent the Village a letter dated April 27, 2021 which asked the Village to consider for approval an Intergovernmental Master Agreement for State maintained traffic signals on State Highways within the corporate limits of Buffalo Grove.

This is a 10 year agreement with the State of Illinois about the Village's local share for traffic signals within the Village of Buffalo Grove. The Village last approved this agreement on August 8, 2011 and this agreement will expire on June 30, 2021.

This agreement clarifies who is responsible for the operation and maintenance of each traffic signal on a state route in the Village of Buffalo Grove. Typically the Village is responsible for the costs to maintain only the portion of the intersection where there is a local Village street. However for such signals as the one at Route 22 and Woodlands Shopping Center/Arboretum Golf Course there is a different agreement. As these traffic signal was installed for a project like a development, the Village is charged 100% of the maintenance and then the Village bills back the developer or appropriate parties such as Stevenson High School through previous agreements. As with all County and State traffic signal agreements, the village is responsible for all Emergency Vehicle Pre-emption costs and for all traffic signal energy costs however ComEd does not charge the Village for street light energy.

Staff recommends to approve this Intergovernmental Master Agreement for State maintained traffic signals on State Highways within the corporate limits of Buffalo Grove.

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Buffalo Grove ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
 - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
 - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
 - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
 - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
 - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
 - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnity.** The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third-party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.
- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other

DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.

- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
 - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
 - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
 - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.
 - iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

For the GOVERNMENTAL BODY:

4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

Signature and Job Title of Authorized Representative_____
Type or Print Name of Authorized Representative_____
Date

FOR THE DEPARTMENT:

Jose Rios, Regional Engineer, Division of Highways_____
Phillip C. Kaufmann, Chief Counsel_____
Date

(Approved as to form)

By: _____

Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer_____
Joanne Woodworth, Acting Chief Fiscal Officer_____
Date

Date: _____

By: _____

By: _____

Omer Osman, Acting Secretary of Transportation_____
Date

By: _____

Attachment: Short Form Final 2.0 yg03172021 (IDOT Traffic Signal Master Agreement)

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Buffalo Grove in Cook & Lake County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			As of 4/21/21 AGENCY PERFORMING MAINT.
LOCATION	TS#	STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 45/IL 21 at Busch Parkway	(L)TS6680	*100			50	25	25 Riverwoods	STATE
US 45/IL 21 at Riverwalk Dr	(L)TS20995	*100			50	50		STATE
IL 22 at Arboretum Way/Woodland	(L)TS21215		100			100		STATE
IL 22 at Buffalo Grove Fire Sta	(L)TS20426		100			100		STATE
IL 22 at Buffalo Grove Rd	(L)TS20425	100			100			STATE
IL 22 at Prairie Rd (W Jct)/Main St	(L)TS21181	100			100			STATE
IL 22 at Stevenson High Sch	(L)TS21965		100			100		STATE
IL 53 at Old McHenry Rd	(L)TS6839	75	25			50	50 Long Grove	STATE
IL 68 at Arlington Heights Rd	(C)TS3100	100				75	25 Arlington Heights	STATE
IL 68 at Buffalo Grove Fire Sta	(C)TS3213		100			100		STATE
IL 68 at Buffalo Grove High Sch	(C)TS3112		100			100		STATE
IL 68 at Buffalo Grove Rd	(C)TS3110	100			100			STATE
IL 68 at Crofton/Weidner	(C)TS3210	50	50			100		STATE
IL 68 at Golfview Terrace	(C)TS3155	50	50			100		STATE
IL 68 at Huntington Ln/Lake Blvd	(C)TS21200	66 2/3	16 2/3	16 2/3 Wheeling		50	50 Wheeling	STATE
IL 83 at Arlington Heights Rd	(L)TS6960	*100				100		STATE
IL 83 at Buffalo Grove Rd	(L)TS6975	100			100			STATE
IL 83 at Deerfield Pkwy/Checker	(L)TS6965	75	25		75	25		STATE
IL 83 at Jewel/Grove SC	(L)TS6985		100			100		STATE
IL 83 at Pauline Av	(L)TS9885	50	50		50	50		STATE

*ADT (Avg. Daily Traffic) = >35,000+

Attachment: BUFFALO GROVE_EXHIBIT A_2019 (IDOT Traffic Signal Master Agreement)

EXHIBIT B SHORT FORM TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the district special provisions.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

C. WEEKLY

1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS

At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

7. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

E. GENERAL

1. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

2. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations.

3. PAVEMENT MARKINGS

In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

4. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY shall provide such signs at all named State highway intersections.

s:\gen\wpdocs\traffic\yg\2011\2011_1\reverse master agreement changes accepted exhibit b 3_9_2011 (1) (2) final.docx



Action Item : Authorization to Execute Contract Extension with Hoerr Construction Inc.

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize staff to execute the second and final year contract option with Hoerr Construction Inc. for as needed emergency Sewer Lining Services to cover the period from June 22, 2021 to June 22, 2022.

ATTACHMENTS:

- Contract Extension Sewer Lining Memo (DOCX)

Trustee Liaison
Pike

Staff Contact
Tom C. Wisniewski, Village Board

Monday, May 17, 2021

**VILLAGE OF
BUFFALO GROVE**

DATE: May 10, 2021
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
RE: Proposed Contract Extension

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second and final year contract option with Hoerr Construction Inc. for as needed emergency Sewer Lining Services to cover the period from June 22, 2021 to June 22, 2022.

Staff have reviewed the performance of the above listed contractor with the staff responsible for managing the contract. Staff has reported that the above listed contractor has either met or exceeded the expectations of the contract.

Cost in excess of \$25,000 will be brought to the Village Board for approval.

Attachment: Contract Extension Sewer Lining Memo (Authorization to Execute Contract Extension with Hoerr Construction Inc.)



Action Item : Authorization to Execute Contract Extension with Sewertech LLC

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board of Trustees to authorize staff to execute the second year contract option with Sewertech LLC, for Sewer Televising Services at a cost not to exceed \$19,512.50

ATTACHMENTS:

- Contract Extensions Sewer Televising (DOCX)

Trustee Liaison
Pike

Staff Contact
Brett Robinson, Finance

Monday, May 17, 2021

**VILLAGE OF
BUFFALO GROVE**

DATE: April 26, 2021

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director

RE: Proposed Contract Extension

Recommendation

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second year contract option with Sewertech LLC, for Sewer Televising Services to cover the period from March 16, 2021 to March 16, 2022. Total cost for the work is not to exceed \$19,512.50

Background

Staff have reviewed the performance of the above listed contractor with the staff responsible for managing the contract. Staff has reported back that the above listed contractor has either met or exceeded the expectations of the contract.

Attachment: Contract Extensions Sewer Televising (Authorization to Execute Contract Extension with Sewertech LLC)



Ordinance No. O-2021-26 : Liquor License Reservation- Fuji Thai at 1000 Weiland Road

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class B liquor license is reserved for Chanprung, LLC d/b/a Fuji Thai at 1000 Weiland Road. This reservation is subject to the applicant completing Village requirements for said license on or before August 15, 2021.

ATTACHMENTS:

- Ord Class B - Fuji Thai - Reserve (DOCX)

Trustee Liaison
Sussman

Staff Contact
Chris Stilling, Community Development

Monday, May 17, 2021

Underlined = addition

~~Strikethroughs~~ = deletion

ORDINANCE NO. 2021 - ____

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. Subsection B. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~striketrough~~ and additions in underline text so that Subsection B. of Section 5.20.072 shall provide as follows:

Class B.

Licensee and d/b/a	Address
1. Spirit Café, Inc. d/b/a Versailles Restaurant	100 McHenry Road
2. Taste of Tokyo, Inc.	159 McHenry Road
3. Nino's Pizzeria, Inc.	960 Buffalo Grove Road
4. Continental Restaurant, Inc.	782 S. Buffalo Grove Road
5. Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road
6. Donato Restaurant Group, Inc. d/b/a Buffalo Restaurant & Ice Cream Parlor	1180 Lake Cook Road
7. Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
8. Tomatillo Taco-Ville 2 LLC	1267 Dundee Road
9. Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
10. Sky Fitness Café, Inc. d/b/a Sky Spa & Lounge	1501 Busch Parkway
11. Eva's Mexican Restaurant, Inc.	205 Dundee Road
<u>12. Chanprung, LLC d/b/a Fuji Thai</u>	<u>1000 Weiland Road</u>

Section 2.

- A. A Class B liquor license is reserved for Chanprung, LLC d/b/a Fuji Thai at 1000 Weiland Road. This reservation is subject to the applicant completing Village requirements for said license on or before August 15, 2021. The Village Manager shall have the authority to extend the August 15, 2021 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: _____, 2021

APPROVED: _____, 2021

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2021-27 : Amendment to the Traffic Ordinance

Recommendation of Action

Staff recommends approval.

SUMMARY: An Ordinance upgrading the yield sign to a stop sign on Springside Lane at Old Checker Road.

ATTACHMENTS:

- Springside Ln Engineering study (DOCX)
- Ordinance Springside Ln stop sign 21-0507 (DOCX)

Trustee Liaison
Stein

Staff Contact
Darren Monico, Public Works

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 11, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Springside Lane Engineering Study

The current yield sign on southbound Springside Lane at Old Checker Road does not have proper sight distances according to the Illinois Department of Transportation's (IDOT) Bureau of Local Roads and Streets Manual. Therefore, a stop sign is recommended by the Village Engineer based on the engineering study of this location.

ORDINANCE NO. 2021 - _____

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, in order to provide safe and efficient traffic flow along Springside Lane at Old Checker Road; and,

WHEREAS, the recommendations of the Village Engineer have been presented to the Corporate Authorities.

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

Section 1: Section BG-11-1204(b) of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following under stop sign intersections as shown by the underlined text below as follows:

Subdivision

A	B
Dunham Lane	Indian Spring Lane
Ivy Hall Lane	Indian Spring Lane
Old Checker Road	Checker Drive
<u>Springside Lane</u>	<u>Old Checker Road</u>

Section 2: Section BG-11-1204(c) of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by removing thereto the following under yield sign intersections as shown by the ~~struck through~~ text below as follows:

North Strathmore Grove

A	B
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North Strathmore Grove

Farrington Drive	Checker Drive
Knight Hill Court	Checker Drive
Ridgefield Lane	Checker Drive
Springfield Lane	Checker Drive
Twilight Pass	Checker Drive

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: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk

Attachment: Ordinance Springside Ln stop sign 21-0507 (O-2021-27 : Amend Traffic Ordinance)



Ordinance No. O-2021-35 : Award of Bid Tree Planting

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Acres Group for Tree Planting Services in an amount not to exceed \$44,800 pending final review and approval of the contract by the Village Attorney

ATTACHMENTS:

- Tree Planting Memo (DOCX)
- Tree Planting Ordinance (DOCX)
- BIDTAB MPI Tree Planting 2021 (PDF)

Trustee Liaison

Pike

Staff Contact

Tom C. Wisniewski, Village Board

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Tree Planting

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Acres Group for Tree Planting Services in an amount not to exceed \$44,800 pending final review and approval of the contract by the Village Attorney.

Background

Staff led a MPI bid for Tree Planting services for the communities of Buffalo Grove, Kenilworth, and North Chicago. Bids were received from the following companies: Acres Group, Beary Landscape Management, and Breezy Hill Nursery. A copy of the bid tab is attached for reference.

Acres Group is the lowest responsive and responsible bidder. The lowest bidder, Acres Group, has performed this type of work for the Village in the past and staff was satisfied with their performance on that project.

The proposed contract would be for a fall planting of 150 various trees with an option to water the trees, if requested by staff. This contract also has an option for the Village to extend the term by one year with unit costs not to increase more than 2.5% or the CPI-U whichever is less.

The total cost for this contract is \$44,800.00. Adjustments to the contract cost in excess of \$4,480 must be brought back before the Village Board for approval.

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH ACRES GROUP, FOR TREE PLANTING SERVICES

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

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a competitive procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Acres Group at a price not to exceed \$44,800.00 for the first year of the contract pending 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: _____, 2021
 APPROVED: _____, 2021

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Tree Planting Ordinance (O-2021-35 : Award of Bid Tree Planting)

Village of Buffalo Grove
Finance Department

MPI Tree Planting 2021

Tabulation

Bid Opening: May 4, 2021

	Acres Group 23940 W. Andrew Rd Plainfield, IL 60585 jeff.dumas@acresgroup.com	Beary Landscape Management 15001 W 159th St. Lockport, IL 60491 SKoslowski@bearylandscaping.com	Breezy Hill Nursery 7530 288th Ave Salem, WI 53168-9532 dthielen@breezyhillnursery.com
Bid Bond:	Yes	Yes	Yes
Signed Bid Form:	Yes	Yes	Yes
Signed Public Contract Statements:	Yes	Yes	Yes
Contract Modifications Requested	No	No	No
Tree Planting			
A. Buffalo Grove			
Fall Planting	\$44,800.00	\$70,100.00	\$104,700.00
B. Kenilworth			
Fall Planting	\$7,975.00	\$11,900.00	\$18,650.00
C. North Chicago			
Spring Planting	\$44,425.00	\$69,200.00	\$103,900.00
Fall Planting	\$51,690.00	\$79,600.00	\$121,000.00
Option 1. Additional Watering Cost Per Tree	\$12.00	\$10.00	\$5.00
TOTAL COST	\$148,890.00	\$230,800.00	\$348,250.00

Attachment: BIDTAB MPI Tree Planting 2021 (O-2021-35 : Award of Bid Tree Planting)



Resolution No. R-2021-13 : 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: December 7, 2020; March 1, 2021; April 5, 2021.

ATTACHMENTS:

- RESOLUTION - 051721 (DOC)

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, May 17, 2021	
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RESOLUTION No. 2021-

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 April 19, 2021, the Corporate Authorities of the Village voted to approve the following Closed Session minutes:

December 7, 2020

March 1, 2021

April 5, 2021

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 May, 2021

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: RESOLUTION - 051721 (R-2021-13 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes)



Action Item : Authorization to Waive Bids and Seek Competitive Proposals for Drainage Improvements

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests authorization to waive bids and seek competitive proposals as further detailed in the attached memo.

ATTACHMENTS:

- Authorization to waive bids Memo Drainage Improvements (DOCX)

Trustee Liaison

Pike

Staff Contact

Tom C. Wisniewski, Village Board

Monday, May 17, 2021

**VILLAGE OF
BUFFALO GROVE**

DATE: May 12, 2021

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and seek Proposals for Drainage Improvements

Recommendation

Staff requests authorization to waive bids and seek competitive proposals for the rear yard drainage improvements.

Background

Public Works staff has identified several storm water and storm sewer related drainage issues within the rear yards in the areas of Thompson Ct, Karen Ct, and Green Knolls Dr. Due to the delicate nature of the work and specialized nature of the equipment required to complete the project in the rear yards of residents, staff recommends a request for proposal selection process to select a contractor for this project. This will allow staff to review their summary of proposed work, the schedule, and the equipment to be used to complete the job.



Ordinance No. O-2021-28 : Call One Agreement

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute an agreement through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), with Call One for Phone services, pending review and approval by the Village Attorney.

ATTACHMENTS:

- CALL One SIP (DOCX)
- CallOne Joint Purchase Ordinance (DOCX)
- SPC_2020-Call-One-Telecom-188-Ext-1-Signed-03-25-20 (PDF)
- Call One SIP Agreement 2021-2024 (PDF)

Trustee Liaison
Johnson

Staff Contact
Brett Robinson, Finance

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021
TO: Dane Bragg, Village Manager
FROM: Brett Robinson, Administrative Services Director
SUBJECT: Phone Services – PRI to SIP Conversion

The current Phone system is 10 years old and no longer meets the needs and expectations of residents, or staff. In an effort to provide better service to all people interacting with staff a replacement phone system was programmed into the Capital Improvement Projects for fiscal year 2021. In order to implement a new phone system the IT Department has broken the project into three separate steps.

- The first phase is working with our existing phone provider (Call One) to provide services via Session Initiation Protocol or “SIP”. SIP lines enable the landline phone system to send and receive calls via the internet.
- The second phase of the project entails a core network infrastructure upgrade. Upgrading the major hardware components of our network will allow for greater bandwidth for all network connected devices. As a phone system vendor will need to understand the existing underlying network and network design upon which the phone system will run, this step must be completed prior to a new phone system being installed.
- The third phase will be the installation of a new phone system. A request for proposals for this work was recently released, responses will be reviewed by staff and a recommendation will be brought before the Village Board.

This first step in the Phone system project is to move the lines from an ISDN TDM copper wire system to our existing AT&T fiber internet connection via the above mentioned SIP. As proposed this will reduce costs from the current rate of \$945 per month to \$860 per month.

The proposed Agreement is for 3 years of Service at an estimated not to exceed amount of \$30,960

Staff recommends that the Village Board authorize the Village Manager to execute an agreement through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), with Call One for Phone services.

ORDINANCE 2021- _____**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CALL ONE INC.**

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

WHEREAS, the Village of Buffalo Grove requires phones services for all departments; and

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

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 Service Order Agreement with Call One Inc., for SIP services, and make adjustments to the Agreement as required to ensure the continuity of Phone Services for the Village of Buffalo Grove, pending 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: CallOne Joint Purchase Ordinance (O-2021-28 : Call One Agreement)



A Joint Purchasing Program For Local Government Agencies

March 25, 2020

Mr. Chris Surdenik
President
Call One, Inc.
225 W. Wacker Drive, 8th Floor
Chicago, IL 60606

Dear Mr. Surdenik,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the first of four (4) possible one-year contract extensions on the SPC 2020 Telecommunication Services Vendor for Term Contract (#188) to Call One, Inc. Chicago, IL from June 1, 2020 through May 31, 2021 with a price increase of \$2.98 per POTS line to \$22.88 per line. The SPC reserves the right to extend the contract for up to (3) three additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis.

With the exception of the POTS line increase, by acceptance of this contract extension, Call One, Inc., Chicago, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Call One, Inc., Chicago, IL will handle all billing. The NWMC is compensated for program costs it incurs through payment from the vendor, in the amount of a 2% administrative fee of the total amount from each individual order from each purchasing entity. This fee shall be paid directly by the vendor to the NWMC on a quarterly basis (April 30, July 31, October 31, and January 31). This is not an additional fee to be paid for by the ordering entity. The SPC shall not be responsible for any non-payment of any participating agency. Each individual member's agency shall be responsible for insuring delivery of product, receipt and payment of vendor invoices, as well as for the resolution of disputes between the vendor and the member agency.

The SPC looks forward to a productive year working with Call One, Inc., Chicago IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
NWMC Purchasing Director

03/25/25

Name: Ellen Dayan
Northwest Municipal Conference

Date

DocuSigned by:

Chris Surdenik

4/6/2020

Name: Chris Surdenik
Call One, Inc.

Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



Service Order Agreement

This Service Order Agreement ("Service Order") authorizes Call One Inc., ("Call One") to provide the products and services to the customer identified immediately below ("Customer"). By approving this Service Order, Customer acknowledges and agrees to all terms and conditions in the Master Service Agreement (MSA) between Call One and Customer, the Service Guide (available at <https://www.callone.com/regulatory-information/>), Service Level Agreements (SLAs - available at <https://www.callone.com/resources/>), and Acceptable Use Policy (AUP - available at <https://www.callone.com/regulatory-information/>).

Customer Information

Company Name : Village Of Buffalo Grove
 Street Address : 50 Raupp Blvd
 Suite Number :
 City, State : Buffalo Grove, IL,
 Zip Code : 60089

 Contact Name :
 Contact Phone : 847-459-2500
 Contact E-Mail : invoices@vbg.org
 Contract Term (years) : 3

Sales Executive Information

Sales Executive : House Accts
 Phone : 312-681-8300
 E-Mail : unknown@unknown.com

Billing Contact Information

Billing Contact Name :
 Billing Address :
 Billing Suite Number :
 Billing City, State, Zip :
 Billing Contact Phone :
 Billing Contact E-Mail :

50 RAUPP BLVD, BUFFALO GROVE, IL 60089

Broadband Services	QTY	Unit Price		Monthly
4G Wireless - 2GB Plan	1	\$90.00		\$90.00
Call One SIP 500	46	\$10.95		\$503.70
Voice Services	QTY	Unit Price		Monthly
Additional Directory Listing - Non-Listed, Non-Published	9	\$12.00		\$108.00
DID	565	\$0.20		\$113.00
Managed Equipment	QTY	Unit Price		Monthly
Adtran 90X	1	\$45.00		\$45.00
Installation Services	QTY	Unit Price	Amount Waived	One-Time
LNP - Ported DID (Order Fee)	1	\$10.00	\$0.00	\$10.00
Site Total	Monthly	\$859.70	One-Time	\$10.00
Order Totals	Monthly	\$859.70	One-Time	\$10.00

Attachment: Call One SIP Agreement 2021-2024 (O-2021-28 : Call One Agreement)

By signing below, Customer acknowledges that it understands and accepts the quantities, products, services, and rates set forth in this Service Order and that the signatory represents that he/she is duly authorized to execute this Service Order on behalf of Customer.

_____	_____
Authorized Customer Signature	Date
_____	_____
Print Name	Title

CallOne Authorized Signature	
_____	_____
Print Name	Date

Attachment: Call One SIP Agreement 2021-2024 (O-2021-28 : Call One Agreement)



225 W. Wacker Drive
Chicago, IL 60606

312.CALL.ONE
callone.com

MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) is between Call One Inc., (“We” or “Call One”) and your company Village Of Buffalo Grove (“You” or “Customer”), for the provision of telecommunications services (“Services”) from Call One to You. This MSA provides the terms and conditions under which those Services are provided to You.

In addition to this MSA, other terms and conditions apply to Call One’s provision of Services to You. Those other terms and conditions include:

- Call One’s applicable tariffs and Service Guide, located at <https://www.callone.com/regulatory-information/> which provide additional details about the provision of the Services.
- Call One’s Service Level Agreements (“SLAs”), located at <https://www.callone.com/resources/> which describe the applicable quality and performance standards for the Services.
- Call One’s Acceptable Use Policy (“AUP”), located at <https://www.callone.com/regulatory-information/>, under which You agree to use the Services in compliance with applicable laws, regulations, and standards.
- Any terms and conditions contained in a Service Order (described below).

By signing this MSA, You also agree to these other terms and conditions.

Together, the MSA, the Service Guide, the SLAs, the AUP, and the Service Order Agreement collectively contain the terms and conditions that apply between Call One and You, and are the agreement under which Call One provides the Services to You. Call One reserves the right to modify the Service Guide, SLAs and AUP at any time. We will give you at least thirty (30) days’ notice of any such modifications to Your email address on record. (Please provide us with an updated e-mail address should your e-mail change during the term of this MSA.) If there is a conflict between or among the MSA, the Service Guide, the SLAs, and the Service Order, the terms of the MSA take priority over the Service Guide and the Service Order; also, the MSA, the Service Guide and the Service Order take priority over the SLAs.

1. THE SERVICES

- a. You will order Services on Call One’s Service Order Agreement for each Service. Call One will review the Service Order and confirm whether it is able and willing to provide the Services to You. If Call One is able and willing to provide a Service to You, it will confirm the Service Order in writing.
- b. All Services are subject to availability as well as operational and systems limitations. Call One will either provide the Services using its own facilities and/or those of third-party service providers.
- c. Call One will deliver the Services to Your building or campus public network point of presence or point of demarcation. You are responsible for any extensions to the point of presence or point of demarcation. Call One is not responsible for the quality of transmission or signaling on the Your side of the network interface between You and Call One.
- d. You are also responsible for ensuring compatibility of the Services with Your equipment and services not provided by Call One. This includes, but is not limited to, ensuring that You have taken the appropriate security measures related to any equipment or services not provided by Call One.

- e. Call One will notify you when a Service You have ordered is available. This date will be the Start of Service Date. You may test the Service to determine whether the Service is operating in accordance with the Service Guide(s) or SLA(s) applicable to that Service. You are required to provide Call One notice of any non-compliance, providing specific details of the non-compliance and the specific technical specification with which the Service does not comply, within two (2) business days of the date that Call One notifies You that the Service is available. If You do not provide this notice within that timeframe, You will be deemed to have accepted the Service.
- f. You may request moves, adds or changes ("MACs") to certain Services. Call One will inform you if it accepts the request and inform you of the charges for such MACs.
- g. You may request a change to an accepted Service Order. However, Call One is not obligated to accept such a change. If Call One agrees to the change to an accepted Order, Call One will inform you of any charges or changes to terms and conditions resulting from the requested change. You agree to pay those charges and to those changes in terms and conditions.

2. Term

- a. The Term of this MSA begins on the date that You and Call One sign this MSA below, whichever is later, and continues for a period of three (3) years from that date. Upon the expiration of the initial Term, or any renewal Term, this MSA will automatically renew for one-year at the then applicable rates, unless Call One or You inform the other party, in writing, not less than thirty (30) days prior to the end of the initial Term or any renewal Term.
- b. The term for each Service ("Service Term") shall be stated in the applicable Service Order Agreement. Each Service Term shall begin on the date that the Service is made available to You for use and You have accepted the Service, as provided in this MSA. Unless You or Call One inform the other party, in writing, not less than thirty (30) days prior to the end of the Initial Term or any renewal Term, the Service Term will automatically renew for one-year at the then applicable rates.
- c. If the Service Term for any Service extends beyond the current Term of this MSA, the Term of this MSA will automatically extend to the latest Term for that Service.

3. BILLING/TAXES and ADDITIONAL FEES

- a. You agree to pay, in full, all the applicable charges for the Services You order, including any charges for MACs. The charges do not include taxes, surcharges or fees, which are additional, and subject to change from time to time.
- b. If any federal, state or local taxes, fees, surcharges or other charges ("Additional Charges") are required or permitted by governmental or regulatory authorities as a result of Call One's provision of, our You use of, the Services, You agree to pay such Additional Charges and indemnify Call One from any liability or expense associated with those Additional Charges.
- c. To the extent not prohibited by applicable law or regulation, and in the event of a charge to any law, rule or other regulatory activity ("Regulatory Activity") that affects one or more of the Services, Call One may at any time, upon written notice, include as Additional Charges amounts to reflect the impact of such Regulatory Activity.
- d. Charges for each Service begin from the Start of Service Date or acceptance of the Services, whichever happens first. Charges will be billed monthly. Recurring monthly charges will be billed one-month in advance; non-recurring charges will be billed in arrears.

- e. All Services are subject to credit approval. We may require a deposit before providing Services to You. In addition, at any time there is a material and adverse change in Your financial condition, as We determine, in our sole reasonable discretion, We may require You to provide a deposit or an additional deposit to provide adequate assurance of your ability to perform under this MSA. Deposits are held as a guarantee of payment and is not a credit against any billed charges. If You breach this MSA, including by failing to pay charges when they are due, the deposit will become the property of Call One.
- f. If You file for bankruptcy or similar protection, You agree that You will consent (and not object) to any motion Call One files under the bankruptcy laws, including but not limited to under Section 362 of the Bankruptcy Code, seeking to apply the deposit to any outstanding claim and that You will not seek recovery of the deposit for any reason. You also agree that if You file for bankruptcy or similar protection, that Call One is a utility as that term is used in Section 366 of the Bankruptcy Code and You consent to the protections available under bankruptcy law to such entities.
- g. Call One will send You billing statements electronically. Should You choose to have a paper bill mailed to You, there is a \$10 per month charge, which may increase at Call One's discretion from time to time.
- h. Charges are due and payable in good, unrestricted and immediately available funds, in United States Dollars, within thirty (30) days of date Call One bills You. You will make payment at the place and in the manner specified on the billing statement.
- i. If You don't pay Your bill when due, Call One, in addition to any other remedies available to it, may do any or all of the following: (i) impose a late payment charge ("Late Fee"), which will be the lesser of one and one-half percent (1 ½%) per month or the highest rate legally permissible per month, on any past-due balance; (ii) place orders on hold and/or suspend one or more Services; (iii) request a deposit, and (iv) require an immediate wire transfer of any past due amount. You agree to reimburse Call One for reasonable attorney's fees and any other collection costs, including collection agency fees, if You do not pay Your bill when due or Your payment is not honored by Your financial institution.

4. BILLING DISPUTES

- a. Other than disputes related to Service Outages, You may dispute a charge only if You believe, in good faith, that an amount has been included in your billing statement that is not owed under the terms of this MSA or a Service Order. Disputes related to Service Outages will be governed by the Service Guide.
- b. All such billing disputes must be submitted to Call One in writing within sixty (60) days of the date of the billing statement in which the charge first appeared. If You do not dispute a charge within that timeframe, the dispute will be deemed waived.
- c. If You dispute a charge, You agree to: (i) pay all undisputed charges in full when due; (ii) provide, by the due date, a written statement with reasonable detail and documentation supporting the disputed charges, and (iii) negotiate in good faith to resolve any billing disputes within thirty (30) days of the date the dispute was submitted.
- d. If We resolve the disputed charges in Your favor, We will credit the disputed charges on the following month's bill and remove any Late Fees related to the disputed charges. If the disputed charges are resolved in Call One's favor, You agree to pay the disputed charges and applicable Late Fees, within five (5) business days after Call One's written notice to You.

5. TERMINATION

- a. Termination Before Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) before the Start of Service Date, You agree to pay Call One all charges Call One incurs or will incur from underlying service providers, as well as costs Call One has incurred to provide the Service or Services.
- b. Termination After Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) after the Start of Service Date, You agree to pay Call One an Early Termination Charge ("ETC"). The ETC includes: (1) all recurring and non-recurring charges for the terminated Service or Services through the end of the Service Term, plus (2) any waived or discounted recurring on non-recurring charges You received. Because the exact amount of Call One's damages if You terminate a Service early are impossible to determine, You and Call One agree that the ETC is a reasonable, liquidated amount for such termination, and not a penalty.
- c. Special Construction - If an order for any access service is determined to require special construction by the underlying access vendor, Call One will provide Customer the cost for the special construction and the option to agree to pay the cost. If Customer declines to pay for the special construction the order will be cancelled at no cost to Customer.
- d. Termination by Call One: Call One may terminate this MSA and any Service Orders if:
 - i. You fail to perform a non-monetary obligation under this MSA or a Service Order that is able to be corrected and You don't correct it within thirty (30) days after Call One notifies You of the breach of that obligation. If the non-monetary obligation is a violation of law or the Acceptable Use Policy, Call One may terminate this MSA immediately.
 - ii. You fail to meet a payment obligation (including making a required deposit), and You do not fully pay all such amounts within five (5) business days after notice from Call One.
 - iii. You become insolvent or become the subject of an insolvency proceeding. Insolvent or insolvency means becoming bankrupt or insolvent or liquidating Your assets, or commencing (or having commenced against You) a proceeding for bankruptcy, inability to pay your debts in the ordinary course, or liquidation of Your assets. If You become insolvent or file for insolvency, Call One may, at its option, terminate this MSA and all underlying Services, and/or require a deposit, advanced payment or other satisfactory assurances of performance, as well as other rights Call One has available to it. You agree that, for all purposes, including applicable provisions of the U.S. Bankruptcy Code, this MSA and Service Order Agreements constitute a single integrated agreement and that Your and Call One's obligations under this MSA and Service Orders are interrelated. If Call One terminates this MSA for any of the reasons above, You agree to pay all applicable ETCs, as described in Section 5.b. above.
- e. Upon Termination of this MSA or any of the Services provided under this MSA, You agree to pay all applicable charges incurred up to the date of termination, in addition to any applicable ETCs for early termination under Sections 5.b or 5.c.

6. INDEMNITY

- a. Mutual Indemnity. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any type, known or unknown, of any third party including, without limitation, all reasonable costs and expenses, and attorneys fees ("Claim") of any nature to the extent that such Claim arises out of the Indemnifying Party's negligence or willful misconduct, or that of its employees, agents or contracts, as it relates, directly or indirectly, to this MSA or the obligations of the Indemnifying Party under this MSA.

- b. Your Additional Indemnity. You will defend, release, indemnify and hold harmless Call One from an against any Claim (a) by any user of the Services Call One provides You, including but not limited to Your customer, or employees, and (b) relating to the content that is transmitted by or contained in the Services, or any violation of law or regulation related to Your or third parties' use of the Services, including but not limited to, Claims relating to copyright law, export control laws, libel, slander, or invasion of privacy.
- c. Call One's and Your Indemnification obligations survive expiration or termination of this MSA.

7. LIMITATION OF LIABILITY

- a. UNDER NO CIRCUMSTANCES SHALL YOU, CALL ONE OR ANY OF OUR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS BE LIABLE TO THE OTHER AND/OR THEIR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR LOSS OF BUSINESS (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THESE CIRCUMSTANCES SPECIFICALLY INCLUDE: (A) CUSTOMER'S OR ANY THIRD-PARTY USERS' RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE; AND (B) COMPUTER FAILURE, WORK STOPPAGE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE.
- b. OTHER THAN CLAIMS ARISING FROM 1) A PARTY'S PAYMENT OBLIGATIONS, INCLUDING EARLY TERMINATION CHARGES; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER TO THE OTHER PARTY EXCEED THE AMOUNT OF SERVICE CHARGES PAID BY THE CUSTOMER DURING THE SIXTY (60) DAY PERIOD PRIOR TO THE ACCRUAL OF THE MOST RECENT CLAIM. IN NO EVENT SHALL EITHER PARTY ASSERT ANY CAUSE OF ACTION AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ACCRUED.
- c. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES OF THE MSA AND THAT CALL ONE WOULD NOT HAVE ENTERED INTO THE MSA BUT FOR CUSTOMER'S MSA TO LIMIT CALL ONE'S LIABILITY AS PROVIDED FOR IN THIS SECTION.

8. DISCLAIMER OF WARRANTY

- a. EXCEPT AS EXPRESSLY PROVIDED BY THE APPLICABLE SLA, CALL ONE PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR DOES CALL ONE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL DATA.
- b. CALL ONE DOES NOT MAKE, AND DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PURCHASED OR PROVIDED THROUGH OR BY CALL ONE.

9. COMPLIANCE WITH LAW

Your use of the Services and Call One's provision of the Services shall comply with all applicable laws, regulations, and rules. You agree to obtain, and maintain, all approvals, consents and authorizations necessary to conduct Your business and initiate or conduct any transmissions over any facilities covered by this MSA. Call One agrees to obtain and maintain all approvals, consents and authorizations necessary to conduct its business and to provide the Services covered by this MSA and the Service Orders.

10. FORCE MAJEURE

If the performance of the Your or Call One's respective obligations under this MSA shall be prevented or interfered with by reason of a Force Majeure (other than Customer's payment obligations for delivered Services), then that party shall not be liable to the other for its failure to perform such obligations and such failure shall not constitute a breach of this MSA. "Force Majeure" as used herein shall mean acts of God, strike or other labor dispute, cable cut, riot or civil disturbance, war or armed conflict, failure of common carrier or "carrier's carrier," interruption of power, municipal ordinance including any state or federal law, governmental order or regulation or order of any court of competent jurisdiction, or any other similar thing or occurrence not within the control of the party claiming excuse. Changes in economic, business or competitive conditions are not Force Majeure.

11. NON-DISCLOSURE

- a. If Call One and You have executed a Nondisclosure Agreement, or similar agreement, the parties agree that the terms of that agreement shall apply and remain in full effect throughout the term of this MSA. If no such agreement is in effect, Call One and You agree to maintain in strict confidence all technology, research and development, business affairs, pricing, trade secrets, and other proprietary information of the other party disclosed under this MSA. No obligation of confidentiality shall apply to disclosed information that is in the public domain (through no violation of this Section by the recipient) that the recipient: (i) already possesses at the time of disclosure without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligation or confidentiality from a third party. The parties' obligations under this Section shall survive expiration or termination of this MSA for three (3) years after expiration or termination of this MSA.
- b. If the recipient is required by law, rule, regulation or court order to disclose any confidential information, the recipient will promptly notify the disclosing party in writing prior to making any such disclosure in order to facilitate the disclosing party seeking a protective order or other appropriate remedy from the appropriate body. The recipient agrees to cooperate with the disclosing party in seeking such order or other remedy. The recipient further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the confidential information, it will furnish only that portion of the confidential information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the confidential information.
- c. Neither party shall use the other's name in publicity or press releases without obtaining the other's prior written approval.

12. ASSIGNMENT

Neither this MSA nor any of Your rights and/or obligations under this MSA shall be assigned, and/or delegated, and/or transferred to another party by You without the express written consent of Call One (which shall not be unreasonably withheld, delayed or conditioned). Call One may assign and/or delegate this MSA to any of its related companies or any third-party purchaser.



225 W. Wacker Drive
Chicago, IL 60606

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13. **NON-WAIVER; AMENDMENT**

Except as otherwise specifically provided herein, the failure of a party to enforce any right under this MSA at any time shall not constitute a continuing waiver of any such right with respect to the remaining term of this MSA, or the waiver of any other right under this MSA. No modification of this MSA or any Service Order Agreement shall be binding upon the parties unless the modification is made in writing and signed by an authorized representative of the party against which enforcement is sought.

14. **NOTICE**

Except as otherwise specifically provided herein, any notices required or permitted to be given under this MSA shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt; or (d) by electronic mail to Customer at Customer's designated technical and/or billing contact, or to Call One at notices@callone.com. It is solely Customer's responsibility to notify Call One of any changes to Customer's email address for such notice. Notice provided by personal delivery, certified mail, or commercial overnight courier is to be delivered to the addresses listed for each party in the signature area of this MSA, or to any such other address as either party may from time to time specify in writing to the other party. Notice shall be effective upon delivery (or refusal to accept delivery).

15. **JURISDICTION, FORUM, GOVERNING LAW, AND JURY WAIVER**

The MSA is made in Chicago, Cook County, Illinois. The MSA shall be interpreted and construed according to the laws of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal and state courts located in Cook County, Illinois shall be the only courts with jurisdiction to hear disputes under this MSA, and Customer consents to the jurisdiction of the federal and state courts located in Cook County, Illinois to hear such disputes. Call One and You each waive trial by jury in any civil actions or proceedings that are brought by either of the parties under this MSA.

16. **CUSTOMER CONSENT TO USE OF CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)**

Call One acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. Such CPNI includes information about the telecommunications Services purchased by You from Call One, account activity (for example, telephone numbers) and incurred charges. Call One may also share Customer information with its affiliates, agents and partners to offer any or all Services that Call One provides now or in the future. Call One Requires Your consent for it and its affiliates, agents, and partners to use this information to offer the services and products described above. By signing this MSA and taking no further action, You give Call One Your consent to use and disclose Your CPNI as described above. You may refuse CPNI consent by signing this MSA and then notifying Call One in writing of your decision to withhold consent.

17. **ATTORNEY'S FEES**

The parties agree that if either party to this MSA brings any civil action related in any manner to this MSA, the prevailing party in any such civil action shall recover all of its reasonable attorneys' fees and litigation expenses incurred from the non-prevailing party.



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18. SEVERABILITY

If any provision of this MSA is held to be invalid or unenforceable, the remainder of this MSA will remain in full force and effect, and such invalid or unenforceable provision will be deemed to be amended to the minimum extent necessary to render it valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.

19. SURVIVAL

Those Sections of this MSA that by their nature should survive the termination or expiration of this MSA, will survive the termination or expiration of this MSA.

20. ENTIRE MSA

We each agree that this MSA and any Service Orders are the terms of our agreement with regard to the Service(s). We each agree that anything not reflected in this MSA and any Service Order(s) shall not affect the terms or interpretations of this MSA and any Service Order(s).

21. COUNTERPARTS; FACSIMILE SIGNATURE

The MSA may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument. The MSA may be executed by facsimile or digital signature, and any such facsimile or digital signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile or signature were an original signature.

22. NO THIRD-PARTY BENEFICIARIES

The MSA's benefits do not extend to any third party.

Village Of Buffalo Grove

Company Name

Call One, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date



CALL ONE SIP/UC SERVICE LEVEL AGREEMENT (SLA) July 2020

The following Service Level Agreement (“SLA”), inclusive of the product description, terms and conditions, exclusions, and SLA remedies is specific to the Call One SIP Trunking and Call One UC service offerings only. This SLA is considered by Call One as being in-effect as of the first day following the first whole month after the initial service implementation at one or more customer locations. Additionally, this SLA is specific to the Call One SIP Trunking and Call One UC components only and does not cover any underlying data transport wide area network or access services provided by any third party or parties on behalf of the customer. Any underlying data transport or access services provided by Call One on behalf of the customer and utilized to provide connectivity to either the Call One SIP Trunking and Call One UC infrastructure, or between customer locations is covered under the applicable Call One data transport services SLA currently in effect.

1. Service Description:

The Call One SIP Trunking and Call One UC services provide customer with advanced IP enabled communications services, including voice communications and connections to the public switched telephone network (PSTN). The services utilize centralized infrastructure at Call One’s data centers to provide advanced feature functionality and voice traffic switching and routing.

The Call One SIP Trunking service includes the following components and managed services:

- The Call One core switching and PSTN interconnection infrastructure that managed SIP call paths and telephone numbers that are used to originate and terminate voice traffic to and from the customer’s site of use.
- Call One Managed Router equipment deployed at each customer location where SIP Trunks are delivered that provides the SIP, PRI, or analog hand-offs to the customer’s LAN.

Call One UC service includes the following components and managed services:

- The Call One core switching and PSTN interconnection infrastructure that managed SIP call paths and telephone numbers that are used to originate and terminate voice traffic to and from the customer’s site of use, and other UC services.
- Access to a centralized management console to view and manage the Call One UC services and features.
- End user devices, such as IP Phones, provided as a monthly rental by Call One.
- End user software, such as soft clients and mobile clients.
- Call One Managed Router equipment deployed at each customer location where Call One UC is delivered.



- Additional UC services including but not limited to Accession, C3, Call Recording, SMS, and Voicemail Transcription services.

1.0 Definitions:

1.1 Availability:

Availability refers to the percentage of time during a calendar month that the Service is available for use by the Customer. For the purposes of this SLA, Availability is calculated based upon the total number of average total minutes in a calendar month (43,200) that the customer was in service divided by the total number of uptime minutes in the month, plus any downtime minutes.

$$\text{Availability} = \text{uptime} \div (\text{uptime} + \text{downtime})$$

1.2 Call One Core Switching Service Outage:

A Call One core switching and PSTN interconnection infrastructure service outage is defined as the complete inability of the core switch to accept registrations from end user devices or to process calls to or from the PSTN.

1.3 Centralized Management Console Failure:

Centralized Management Console failure is defined as the inability of an authorized user to sign into and use the Management Console using valid username/password.

1.4 Call One End User Device Failure:

Should an end user device provided by Call One as a monthly rental fail, Call One will send a replacement device of same or similar capability within 1 business day of the reported failure. Customer must return the failed device to Call One within 2 weeks of receipt of the replacement device, or Customer will be charged full retail price for the replacement device.

1.5 Call One SIP Trunking and Call One UC Managed Router Service:

Call One Managed Router Service support is subject to the Incident and Problem Management Policy found in Section 4. Should a Managed Router fail, Call One will send a replacement device of same or similar capability within 1 business day of the reported failure. Customer must return the failed



device to Call One within 2 weeks of receipt of the replacement device, or Customer will be charged full retail price for the replacement device.

1.6 End User Software and Additional Call One UC Services:

End User Software and Additional Call One UC Services are subject to the Incident and Problem Management Policy found in Section 4.

2.0 SLA Exclusions:

Call One will not be liable for service credits for service outages or failures of Call One SIP Trunking or Call One UC service in the following situations:

- Prior to the successful completion of installation (i.e., the Billing Start Date) for an End User Circuit,
- Interruptions of Service attributable to Customer, End User, or any third party other than Call One or Call One's authorized agents or suppliers,
- Interruptions or delays attributable to Non SD-WAN related End User CPE or other equipment, whether provided by Call One or others,
- Interruptions during periods of scheduled maintenance or network upgrades,
- Interruptions during periods when End User or Customer elects not to release End User's Service for testing and/or repair or does not respond to information or other requests by Call One or Customer,
- Interruptions during any period when End User or Customer releases a Service for maintenance or rearrangement purposes, or for implementation of a Customer order or request/requests by Call One or Customer,
- Interruptions during any period when Call One or its agents are not afforded access to the End User premises where Services are terminated,
- Interruptions due to the partial loss or complete failure of any non-Call One related access or wide area transport circuits
- Interruptions not reported to Call One or where there is trouble reported, but no trouble found by Call One; or
- Force Majeure events.

3.0 SIP Trunking and Call One UC Service Credits

The table below defines the service credits available to a Customer if availability of the Service Platform falls below the Availability Metric for that Service Platform during any calendar month. The



measurements utilized to determine Service Availability are exclusive of any outage caused by one or more of the SLA Exclusions noted in Section 2.3.

Service Platform	Availability Metric	Service Credit
Call One Core Switching	99.99%	1 day credit = 1/30 of the monthly fees for the applicable location(s) effected.
Centralized Management Console	99.99%	1 day credit = 1/30 of the monthly fees for the applicable location(s) effected.

3.1 Credits:

Customer shall be eligible during any calendar month if the Service Platform does not meet the Availability Metric in the table above.

To be eligible to receive credits, the customer must report the outage within 5 business days and the outage must be confirmed by Call One personnel. The customer will have 30 business days to request a credit by contacting their assigned Account Relationship Manager. In addition, there is a limit of only one credit within a single calendar month.

4.0 Incident and Problem Management Policy:

Call One commits to creating an excellent experience for all Customers using it Call One SIP Trunking and Call One UC products and services. The table below provides expectations for Call One response and resolution to Customer reported issues with the services.

Severity Level	Response Time	Status Updates	Resolution Target
Critical – Entire Site or over 50% of users unable to access or use the services	1 Hour	Every Hour	2 Hours
Medium – One or more users unable to access or use the services. Feature issue impacting multiple users.	4 Business Hours	Every 4 Business Hours	1 Business Day



Low – General use questions, changes to features, configurations, or set-up.	Next Business Day	Every Business Day	3 Business Days
---	-------------------	--------------------	-----------------



Service Order Amendment

This Service Order Amendment applies to the Service Order Agreement between Call One, Inc. ("Call One") and customer identified immediate below ("Customer").

Customer _____

Address _____

City _____ **St** _____ **ZIP** _____

RFQ# _____

Chronic Service Outage: - In the event of 3 or more Service Outages lasting 4 hours or more of downtime each during a continuous 90-day period (with multiple Service Outages within a 24 hour period counting as 1 Service Outage for these purposes) at a Service Location, Customer may terminate the Order with payment of all effected Services at that Service Location up to the date of termination without further penalty or liability, and waives all other remedies, whether at law or in equity, it may have against Call One for Service Outage.

For purposes of this Addendum, a Service Outage or performance failure will be deemed to have occurred only if the Services become unusable to the customer as a result of a failure of Call One's facilities, equipment, or personnel, and only where the Service Outage is not the result of: i) the fault or negligence of or attributable to the Customer ii) failure of power, equipment, services or systems not provided by Call One, including but not limited to other providers' network and interconnections to or from and connectivity with other service providers' networks iii) Customer owned or leased equipment or facilities iv) any planned or routine maintenance, or v) other circumstances beyond the reasonable control of Call One, including but not limited any failure of performance due to any act of god, adverse weather condition, fire, flood, riot, strike, accident, cable cut, war, act of terrorism, or government requirement.

Authorized Customer Signature

Call One Signature

Print Name

Print Name

Title

Title

Date

Date



Alternate 911 Service Acknowledgment

Customer acknowledges that that in some circumstances, including those listed in 911 and e911 Disclosure Notice section of the Service Guide, E911 service may not be available through the VoIP Service or may be limited in comparison to traditional E911 service.

Village Of Buffalo Grove

Company Name

Authorized Signature

Printed Name

Title

Date

Call One, Inc.

Authorized Signature

Printed Name

Title

Date

Call One Inc. | 225 W Wacker Drive Flr 8 |
Chicago, IL 60606
Telephone 312-681-8300 | Fax 312-681-
8301

7594345894



Service Order Amendment

This Service Order Amendment applies to the Service Order Agreement between Call One, Inc. ("Call One") and customer identified immediate below ("Customer").

Customer____Village of Buffalo Grove_____

Address____50 Raupp Blvd_____

City____Buffalo Grove_____ **St**____IL_____ **ZIP**____60089_____

RFQ#____7594345894_____

Service Order Agreement Two Year Renewal: The term for each Service ("Service Term") is stated in the Service Order Agreement with RFQ# 7594345894. The Service Term shall begin on the date that the Service is made available to You for use and You have accepted the Service, as provided in the MSA. Unless You or Call One inform the other party, in writing, not less than thirty (30) days prior to the end of the Initial Term, the Service Term will renew on a month-to-month basis at then applicable rates.

Tort Immunity Defenses. Nothing contained in the Agreement is intended to constitute, and nothing in the Agreement will 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. or any other applicable State law

Authorized Customer Signature

Call One Signature

Print Name

Print Name

Title

Title

Date

Date

Attachment: Call One SIP Agreement 2021-2024 (O-2021-28 : Call One Agreement)



Ordinance No. O-2021-29 : Ordinance Approving Preliminary Plan Approval for a New Industrial Building at 1305 Busch Parkway

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the Ordinance. Staff concurs with this recommendation.

The subject property is partially improved with a parking lot and is 3.3 acres in area. The petitioner is seeking to construct a new 50,516 square foot industrial building on the unimproved portion of the parcel. The building will be multi-tenant with the northern tenant being occupied by the petitioner, Premier Design + Build Group. They plan to lease the remaining portion to an unknown tenant. As the proposed plan complies with all applicable ordinances, a public hearing is not warranted. However, preliminary plan approval is required prior to the issuance of a building permit.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ord (DOCX)
- Plan Set (PDF)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, May 17, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Petition to the Village of Buffalo Grove for preliminary plan approval for a 50,516 square foot industrial building

PROJECT BACKGROUND

The subject property is partially improved with a parking lot and is 3.3 acres in area. The petitioner is seeking to construct a new 50,516 square foot industrial building on the unimproved portion of the parcel. The building will be multi-tenant with the northern tenant being occupied by the petitioner, Premier Design + Build Group. They plan to lease the remaining portion to an unknown tenant. As the proposed plan complies with all applicable ordinances, a public hearing is not warranted. However, preliminary plan approval is required prior to the issuance of a building permit.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The Planning & Zoning Commission unanimously recommended approval, subject to conditions in the attached Ordinance. Staff concurs with this recommendation.

Public Meeting Comments

There were no concerns from the public regarding this request.

PLANNING & ZONING ANALYSIS

The following is a summary outlining compliance with the Village Code:

Zoning

The proposed development fulfills the dimensional requirements in the I District as shown below.

Industrial District Dimensional Requirements Vs Proposed Development at 1305 Busch Parkway			
		I District Requirements	Proposed Development
Setbacks	Front	25 ft. (Min)	57.2 ft. at the closest point
	Side	15 ft. (Min)	92.5 ft. at the closest point
	Rear	15 ft. (Min)	23.9 ft. at the closest point
Building Height		4 Stories or 50 ft (whichever is less)	2 stories and 37.6 ft at the peak
FAR		0.8 (Max)	0.35

Surrounding Land Uses

The proposed development is consistent with the other industrial uses and development within the Corporate Grove industrial park, all of which is zoned Industrial.

Proposed Infrastructure and Facilities

Vehicular Accessibility & Parking

The proposed development includes a total of 62 parking spaces. Parking in the Industrial District is based on the number of employees and office space provided. The developer will occupy 24,146 square feet, which includes 7,000 square feet of office/mezzanine. As such, the developer's portion of the site will require 23 parking spaces. The parking for the remaining portion (26,370 square feet) cannot directly be addressed at this time because it will be based on total number of employees of the future tenant. The requirement is likely to be satisfied as 39 spaces would accommodate approximately 60 employees. When a final user is identified, further review and analysis will be completed.

The petitioner will utilize the existing vehicular point of access onto Busch Parkway for the development. They have provided a brief analysis from their traffic engineer which finds that the traffic and circulation will meet Village requirements.

Stormwater

When the Corporate Grove development was constructed, stormwater detention was provided for this parcel. Consequently, the existing system can sufficiently serve the proposed building. All required stormwater is being provided and the proposed project would comply with both the Village's Development Ordinance and the Lake County Watershed Development Ordinance.

Landscaping

The applicant has provided a preliminary landscape plan for the overall site. The plan includes landscaping around the new building as well as within the parking lot. At the request of the Corporate Grove Association, the petitioner is also providing extension landscaping along the eastern boundary to effectively screen the truck docks from the existing office uses to the east.

Elevations

The proposed new building would be 2-stories and have a height of approximately 37.5 feet at the highest point. The material of the building would consist of pre-cast materials. In an effort to screen the loading docks from Busch Parkway, the petitioner is providing a 14 foot high screen wall that will be covered with ivy. Overall, staff finds the elevations to be acceptable and meet the Village's requirements. Further evaluation will be done as part of the final building permit process. Signage for the building has not been identified yet; however they fully intend to meet Village Code.

DEPARTMENTAL REVIEWS

Village Department	Comments
Engineering	The Village Engineer has reviewed the proposed plans and has no specific comments regarding the preliminary plans. The Village Engineer does note that the Developer still needs to complete final engineering.
Fire Department	The Fire Department has reviewed the proposed plans and does not have any objections. Further review will be required at time of the building permit submittal.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance granting preliminary plan approval for a 50,516 square foot industrial building at 1305 Busch Parkway, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2021 –

PRELIMINARY PLAN APPROVAL1305 Busch Parkway

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

WHEREAS, the property located at 1305 Busch Parkway (“Property”) is zoned in the Industrial District; and,

WHEREAS, the Developer proposes to construct a 50,516 square foot industrial building on the Property; and,

WHEREAS, said site improvements require approval as a Preliminary Plan pursuant to the Village Development Ordinance (Title 16 of the Buffalo Grove Municipal Code); and,

WHEREAS, Developer has petitioned to the Village for approval of a Preliminary Plan pursuant to the following exhibits:

EXHIBIT A Preliminary Plan Set

WHEREAS, the Village Plan Commission held a public meeting on April 21, 2021, and based on the testimony and exhibits presented by the Developer, determined that the proposed improvements will not have a detrimental affect on adjacent properties; and,

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of the Preliminary Plan; and

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove, hereby determine that the Preliminary Plan is acceptable based on the Plan Commission public meeting record and recommendation.

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 preceding WHEREAS clauses are hereby adopted by the Corporate Authorities and made a part hereof.

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance approving the Preliminary Plan for the improvements depicted on the Exhibits hereto, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached

as part of the Ordinance and in accordance to Section 16.20.070 of the Development Ordinance.

2. The petitioner shall provide samples of the building materials prior to the issuance of a building permit. Following a review and analysis of the staff Appearance Review Team (ART), the elevations may need to be revised in a manner acceptable to the Village.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A – PLAN SET1305 Busch Parkway

1305 Busch Parkway Buffalo Grove, IL Speculative Industrial Facility

Our proposed plan for 1305 Busch Parkway entails:

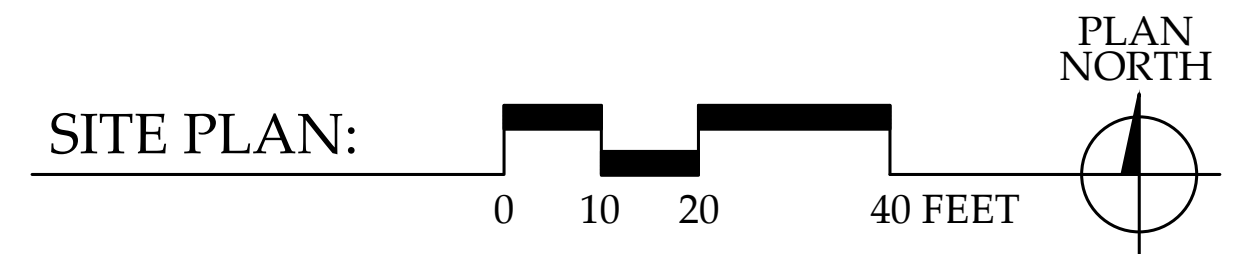
- Constructing an approximately 43,146 sf footprint precast facility
- Approximately 30' clear-height
- 4 or 5 exterior dock positions on east elevation
- 2 Drive-In-Doors
- Main office on Busch Frontage and spec office for tenant on south
- Storefront glass and Faux wood entry features
- Façade design to be appropriate for the park
- Designed for two-tenants (Premier Design + Build Group and TBD)
- Re-use of existing parking lot geometry as allowable with new site layout

We believe the target user for the rentable space would be a light manufacturer, light process or a service (plumber, HVAC, etc.) company. The expectation is that this would not be a heavy distribution user as this would be unusual for the park.



DATA:

SITE AREA:	145,837 SQ.FT.	3.348 ACRES
BUILDING AREA (GROSS):	50,516 SQ.FT.	
EXTERIOR DOCKS:	4 DOCKS	
DRIVE-IN-DOORS:	2 DOOR	
CAR PARKING:	63 CARS	
F.A.R.:	.35	
CLEAR HEIGHT:	30 FEET	



PROPOSED FACILITY

BUFFALO GROVE, ILLINOIS



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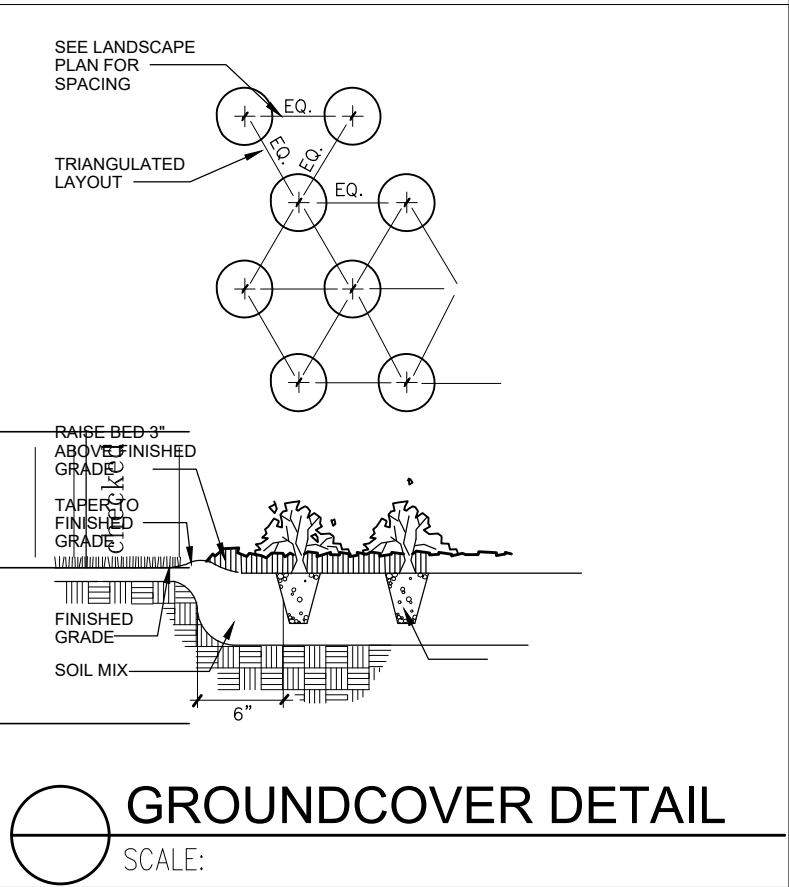
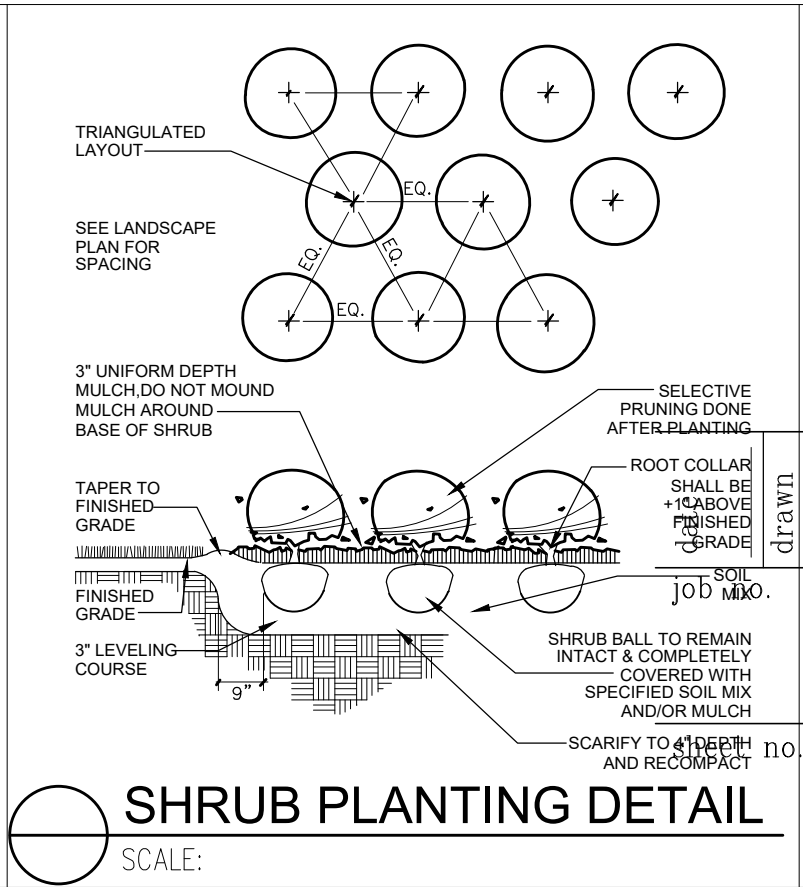
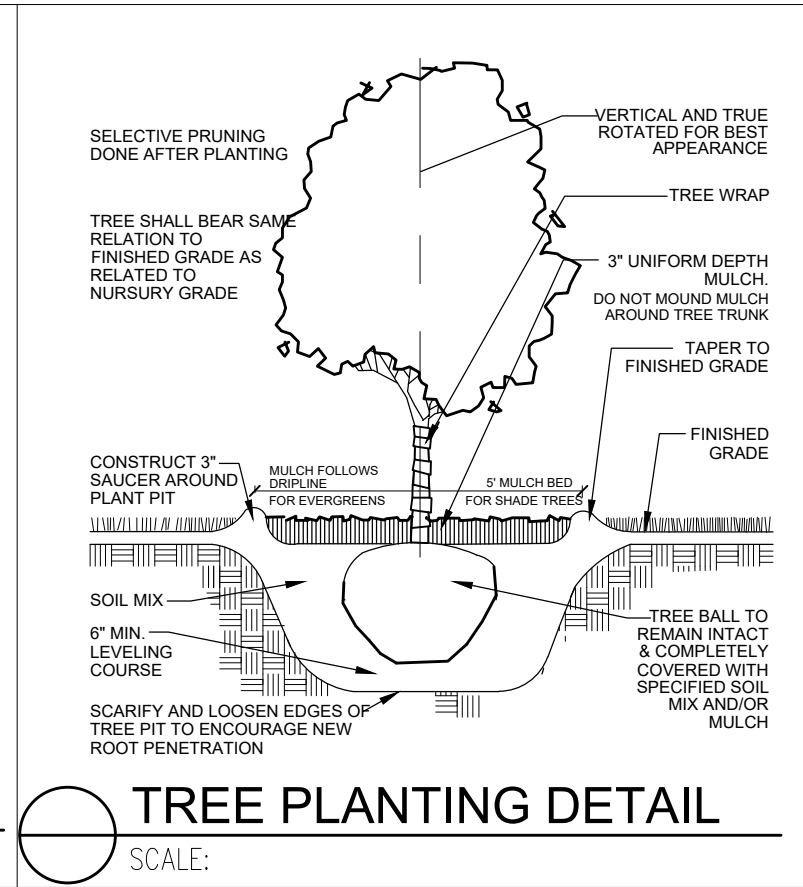
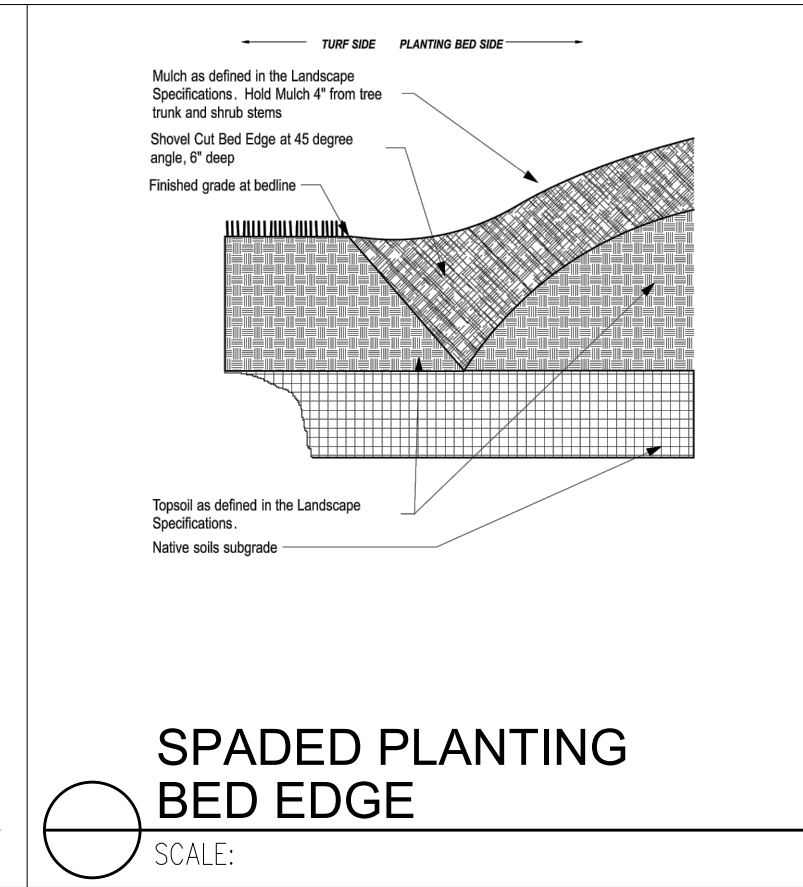
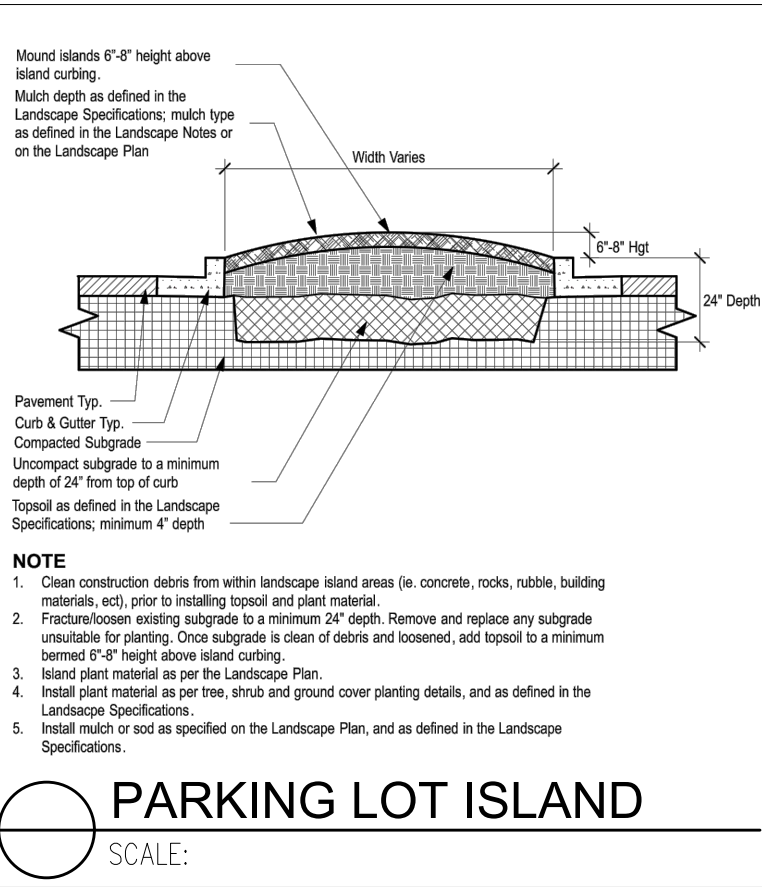


APRIL 5, 2021 #14163



OVERALL LANDSCAPE PLAN

SCALE: 1" = 30'-0"



GENERAL CONSTRUCTION NOTES

- REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
- BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
- FOUR FOOT HIGH FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRIP-LINE OF ALL TREES TO BE SAVED.
- PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
- ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS OF THE PROJECT.
- ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
- ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.
- ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART COMPOST, 1 PART SAND)
- ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWING: 2' OF BLENDED GARDEN SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF ONE STEP BY MIDWEST TRADING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
- ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.
- ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
- PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
- ALL LAWN AREAS TO BE SEEDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET. UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
- THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
- ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

Master Plant List					
Symbol	Quantity	Botanical Name	Common Name	Size	Notes
Shade Trees					
AEH		AESCULUS HIPPOCASTANUM	COMMON HORSECHESTNUT	3" BB	NATIVE
ALG		ALNUS GLUTINOSA	EUROPEAN BLACK ALDER	3" BB	NATIVE
CAT		CATALPA SPECIOSA	NORTHERN CATALPA	3" BB	NATIVE
CEO		CELTUS OCCIDENTALIS	HACKBERRY	3" BB	
GBI		GINKGO BILOBA	GINKGO	3" BB	MALE SPEC. ONLY
GTI		GLEDTISIA TRIACANTHOS F. INERMIS	THORNLESS HONEYLOCUST	3" BB	
GYD		GYMNOCLADUS DIOICIS	KENTUCKY COFFEETREE	3" BB	NATIVE
LIT		LIRODENDRON TULIPIFERA	TULIP TREE	3" BB	NATIVE
NYS		NYSSA SYLVATICA	BLACK TUPELO	3" BB	NATIVE
PLA		PLATANUS x ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE	3" BB	
QBI		QUERCUS BICOLOR	SWAMP WHITE OAK	3" BB	NATIVE
QMA		QUERCUS MACROCARPA	BUR OAK	3" BB	NATIVE
TAX		TAXODIUM DISTICHUM	BALD CYPRESS	3" BB	NATIVE
UCU		ULMUS CULTIVAR 'ACCOLADE' 'TRIUMPH'	ACCOLADE ELM	3" BB	
Evergreen Trees					
ACO		AIBES CONCOLOR	WHITE FIR	8" BB	NATIVE
JUV		JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	8" BB	NATIVE
PAS		PICEA AIBES	NORWAY SPRUCE	8" BB	
PAS12		PICEA AIBES	NORWAY SPRUCE	12" BB	
POM		PICEA OMORIKA	SERBIAN SPRUCE	8" BB	
POM12		PICEA OMORIKA	SERBIAN SPRUCE	12" BB	
TSU		TSUGA CANADENSIS	CANADIAN HEMLOCK	8" BB	NATIVE
Ornamental Trees					
AC		AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	6" BB	NATIVE
BN		BETULA NIGRA	RIVER BIRCH	8" BB	NATIVE
CC		CERCIS CANADENSIS	EASTERN REDBUD	8" BB	NATIVE
CC		CRATAEGUS CRUGALLI	COCKSPUR HAWTHORN	6" BB	NATIVE
HV		HAMAMELIS VIRGINIANA	COMMON WITCH-HAZEL	6" BB	NATIVE
MV		MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	6" BB	NATIVE
SR		SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	8" BB	
Evergreen Shrubs					
JCP		JUNIPERUS CHINENSIS 'PFITZER COMPACT'	COMPACT PFITZER JUNIPER	5 GAL	
TD		TAXUS x MEDIA 'DENSIF'	DENSE YEW	24" BB	
Deciduous Shrubs					
AM		ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	IROQUOIS BEAUTY BLACK CHOKEBERRY	24" BB	NATIVE
CA		CLETHRA ALNIFOLIA 'HUMMINGBIRD'	HUMMINGBIRD CLETHRA	5 GAL	NATIVE
CS		CORNUS SERICEA 'SANT'	ISANTI RED TWIG DOGWOOD	24" BB	NATIVE
FG		FOTHERGILLA GARDENII	DWARF FOTHERGILLA	24" BB	NATIVE
HV		HAMAMELIS VERNALIS	VERNAL WITCH-HAZEL	48" BB	NATIVE
HA		HYDRANGEA ARBORESCENS	ANNABELLE HYDRANGEA	5 GAL	NATIVE
PF		POTENTILLA FRUITICOSA 'GOLD DROP'	GOLD DROP POTENTILLA	5 GAL	NATIVE
RA		RHUS AROMATICA 'GRO LOW'	GRO LOW SUMAC	5 GAL	NATIVE
RD		ROSA 'DRIFT SWEET'	GROUNDCOVER ROSE	2 GAL	PINK
VD		VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" BB	NATIVE
Groundcover					
ef		EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	3" POTS	
Perennials					
ep		ECHINACEA PALLIDA	PALE PURPLE CONEFLOWER	1 GAL	24" PINK
gi		GERANIUM X 'JOHNSONS BLUE'	JOHNSONS BLUE GERANIUM	1 GAL	18" BLUE
hs		HEMEROCALLIS 'STELLA DORO'	SELLA DORO DAYLILY	1 GAL	18" YELLOW
ls		LEUCANTHEMUM X SUPERBUM 'BECKY'	SHASTA DAISY	1 GAL	24" WHITE
lk		LIASTRIS SPICATA 'KOBOLD'	GAYFEATHER	1 GAL	24" LAVENDER
nf		NEPETA X 'FAASSEN'	FAASSENS CATMINT	1 GAL	12" LAVENDER
rf		RUBROCKIA FULGIDA 'GOLDSTURM'	BLACK-EYED SUSAN	1 GAL	24" YELLOW
vs		VERONICA SPICATA 'ROYAL CANDLES'	SPEEDWELL	1 GAL	12" VIOLET BLUE
Grasses					
pv		PANICUM VIRGATUM 'NORTH WIND'	SWITCH GRASS	3 GAL	4'
pa		PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	1 GAL	2'

Kathryn Talty
landscape architecture

Winnetka, Illinois 60093
847.612.5154
www.kmtaltdesign.com

PROPOSED FACILITY

1305 BUSCH PARKWAY
BUFFALO GROVE, ILLINOIS

Attachment: Plan Set (O-2021-29 : Grant Preliminary Plan Approval for a New Industrial Building at 1305 Busch Parkway)

LANDSCAPE PLAN

PLANTING DETAILS
PLANT LIST

date: 04-01-21
drawn: KMT
checked: KMT

job no.
21140

sheet no.
L1.1

initial: KMT
date: 04-01-21

revision: description
no. 1
description: ISSUED FOR REVIEW

initial: KMT
date: 04-01-21

revision: description
no. 2
description: ISSUED FOR REVIEW

9.B.c

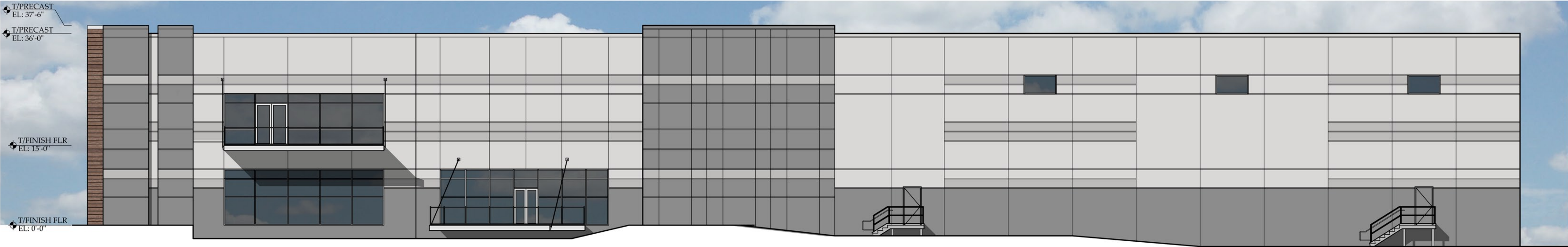
Packet Pg. 96



EAST ELEVATION:



NORTH ELEVATION:



WEST ELEVATION:



SOUTH ELEVATION:

ELEVATIONS:

SCALE: 3/32" = 1'-0"

PROPOSED FACILITY

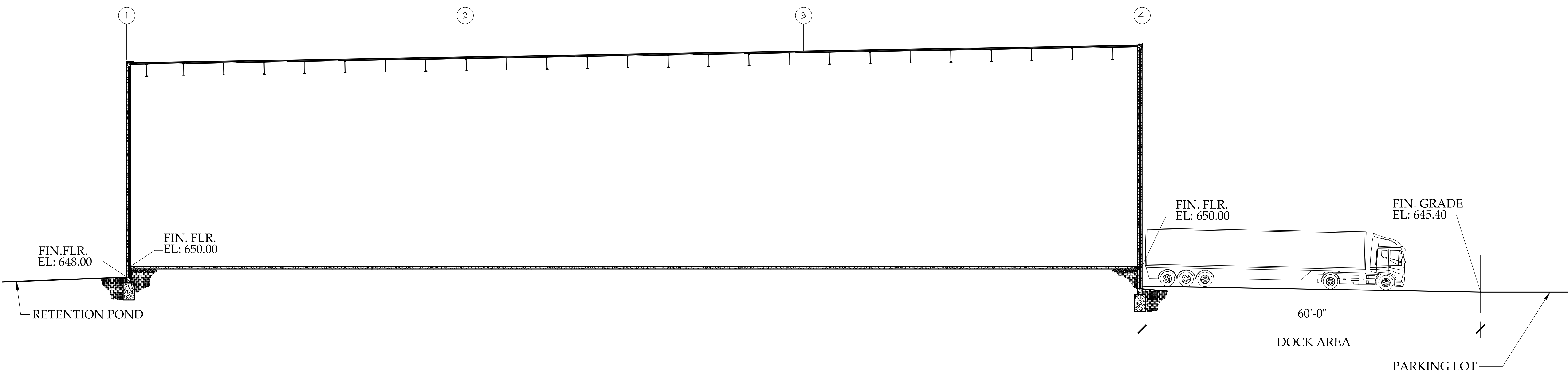
BUFFALO GROVE, ILLINOIS

APRIL 5, 2021 #14163

PREMIER
DESIGN + BUILD GROUP

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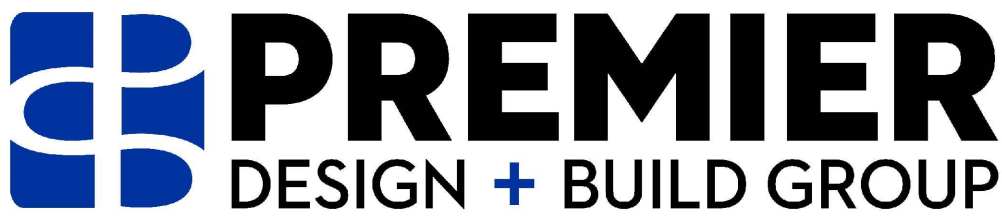
Cornerstone
Architects Ltd.



BUILDING SECTION
SCALE: 1/8" = 1'-0"

PROPOSED FACILITY

BUFFALO GROVE, ILLINOIS



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APRIL 5, 2021 #14163

April 1, 2021

Mr. Brian Paul
Managing Principal
Premier Design + Build Group
1000 W. Irving Park Road, Suite 200
Itasca, Illinois 60143

Re: 1305 Busch Parkway
Buffalo Grove, Illinois

Dear Brian:

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has reviewed the site plan prepared by SPACECO, Inc. dated April 1, 2021 for the proposed office/warehouse building to be located at 1305 Busch Parkway in Buffalo Grove, Illinois. The site is currently occupied by a surface parking lot. As we understand it, the plans call for an approximate 53,000 square-foot building of which approximately 15,000 square feet will be for office use. The building will also be provided with five loading docks. Access is proposed off Busch Parkway at the same location of the existing access drive serving the parking lot.

Based on a review of the site plan and the truck AutoTurn diagrams prepared by SPACECO, Inc. (enclosed), the proposed development will be appropriate from a traffic standpoint for the following reasons:

- Busch Parkway is a multi-lane major collector that carries an Annual Average Daily Traffic (AADT) volume of approximately 21,700 vehicles, of which approximately 3,050 vehicles (14 percent) are trucks.
- The site is currently occupied by a surface parking lot with access off Busch Parkway in alignment with the access drive serving the existing office building on the north side.
- The proposed development will be a low traffic generator with 270 estimated daily trips, which will increase traffic on Busch Parkway by less than one percent.
- This low increase in traffic indicates that the proposed development will not have a significant impact on the traffic operations along Busch Parkway.
- The proposed access drive providing one inbound lane and one outbound lane in alignment with the existing access drive on the north side will be adequate in accommodating the traffic movements in and out of the site. Outbound movements should be under stop sign control.

Mr. Brian Paul
April 1, 2021
Page 2

- Based on the AutoTurn exhibits prepared by SPACECO, Inc., trucks will be able to maneuver internally to access the five loading docks without encroachment or conflicts. The four southern docks will accommodate large semi-trailers whereas the northernmost dock will be restricted to single-unit trucks.

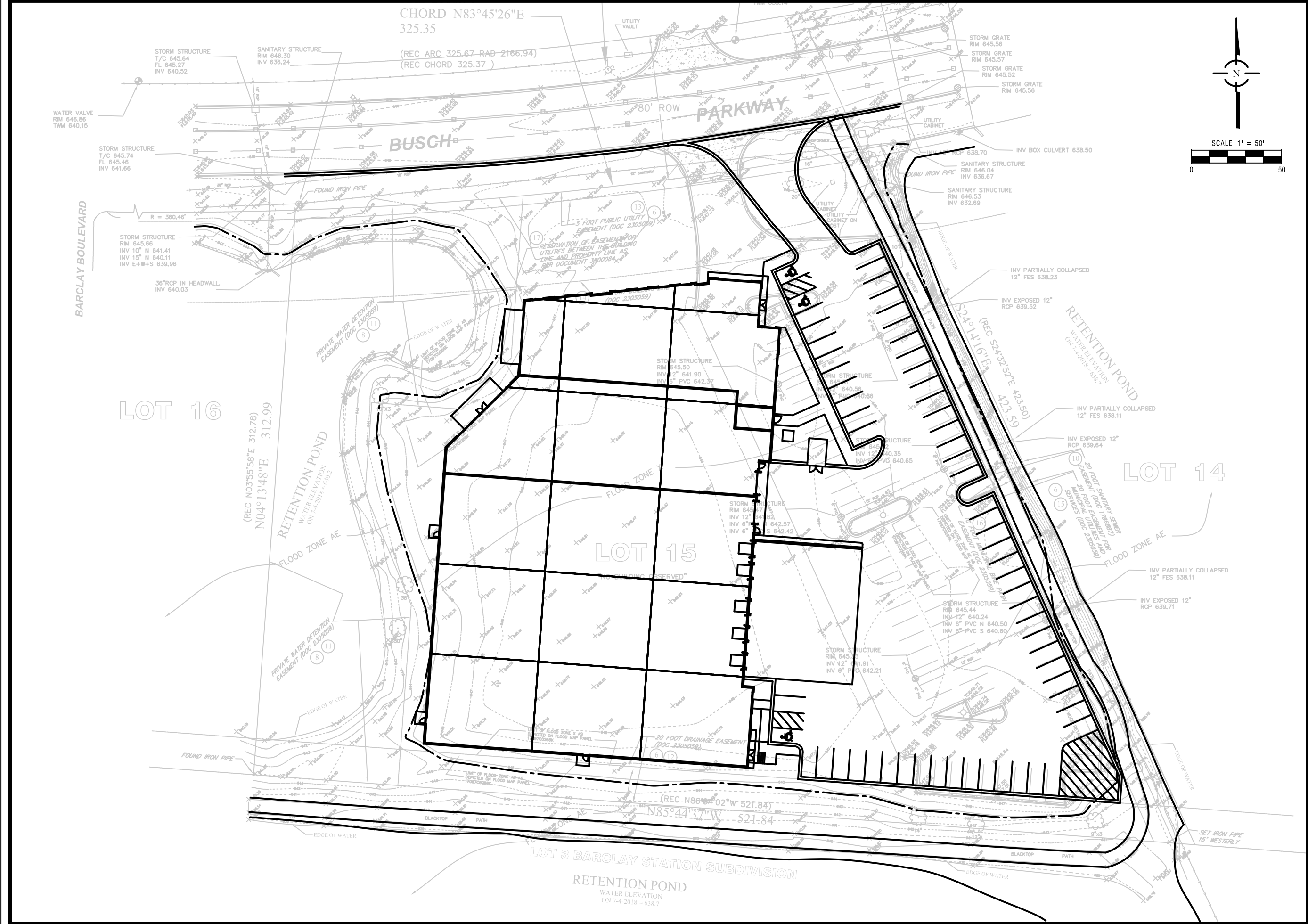
Should you have any questions or require additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luay R. Aboona', written over a horizontal line.

Luay R. Aboona, PE, PTOE
Principal

Enc.



PRELIMINARY SITE PLAN

BUSCH PARKWAY
BUFFALO GROVE, ILLINOIS

CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

FILENAME: 11042PRELIM-SITE-PLAN

JOB NO: 11042

DATE: 04/01/2021





CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

FILENAME: 11042PRELIM-TRUCK-MOVEMENTS
JOB NO: 11042

PRELIMINARY TRUCK MOVEMENTS

BUSCH PARKWAY
BUFFALO GROVE, ILLINOIS



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

FILENAME: 1104PRELIM-FIRETRUCKMOVEMENTS
DATE: 04/01/2021
JOB NO: 11042

PRELIMINARY FIRETRUCK MOVEMENTS

BUSCH PARKWAY
BUFFALO GROVE, ILLINOIS



Ordinance No. O-2021-30 : GHA Cambridge Construction Engineering

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Gewalt Hamilton Associates construction engineering contract for Cambridge Drive, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$389,500.00.

ATTACHMENTS:

- GHA Memo (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract Cambridge -GHA Edits (PDF)

Trustee Liaison

Pike

Staff Contact

Kyle Johnson, Engineering

Monday, May 17, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Gewalt Hamilton Associates, Inc. (GHA) Construction Engineering Services

Recommendation

Staff recommends approval of the Gewalt Hamilton Associates, Inc. contract, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$389,500.00.

Background

Gewalt Hamilton Associates, Inc. (GHA) has submitted a Construction Engineering Services Contract for improvements to the water system, sewer systems and streets at Cambridge on the Lakes and in the Cambridge neighborhood. The project is to include:

- Cambridge Drive, Cambridge Court, University Court and Anthony Road water main replacement, sewer upgrades and street rehabilitation
- Dundee Road (From Saxon Pl to Cambridge Drive) water main improvement and roadway patching
- Storm sewer repair on University Court

GHA will provide construction oversight, documentation and construction management along with survey staking of the 2021 Cambridge Street & Utility project under this agreement. GHA's responsibilities will focus on multiple staff member's working with the contractor from June 2021 to November 2021, however they will still have responsibilities to closing out the project into early 2022.

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. (GHA)

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. (GHA) for construction engineering of the water system, sewer systems and streets at Cambridge on the Lakes and in the Cambridge neighborhood,

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 Agreement with Gewalt Hamilton Associates, Inc. (GHA) for construction engineering of the water system, sewer systems and streets at Cambridge on the Lakes and in the Cambridge neighborhood at a price not to exceed \$389,500.00.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: GHA Ordinance (O-2021-30 : GHA Cambridge Construction Engineering)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 17th day of May 2021 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive, Vernon Hills, Illinois, 60061
Leo Morand
847-478-9700
LMorand@gha-engineers.com

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.
- 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, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions 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 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 the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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:

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

Gewalt Hamilton Associates, Inc.
 625 Forest Edge Drive
 Vernon Hills, IL 60061
 Attn: Leo Morand
 Email: LMorand@gha-engineers.com

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____
Leo Morand

Title: Assistant Director of Municipal Services

Date: _____

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

Proposal documents

Attachment: Professional Service Contract Cambridge -GHA Edits (O-2021-30 : GHA Cambridge Construction Engineering)

April 16, 2021

Mr. Kyle E. Johnson, P.E.
Assistant Public Works Director
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, IL 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Construction Phase Services
Resident Engineering & Construction Staking
Cambridge Drive Utility & Street Improvements
GHA Proposal No. 2021.CS071

Dear Mr. Johnson:

Thank you for considering Gewalt Hamilton Associates, Inc. for the Resident Engineering and Construction Staking services for the Cambridge Drive Utility & Street Improvements. Our firm is well qualified to perform this work and is quite interested in continuing to serve the Village of Buffalo Grove.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Gewalt Hamilton Associates, Inc.



Leo X. Morand, P.E.
Assistant Director
lmorand@gha-engineers.com

Encl.: GHA Proposal No. 2021.CS071

Attachment: Professional Service Contract Cambridge -GHA Edits (O-2021-30 : GHA Cambridge Construction Engineering)

Construction Phase Services
 Resident Engineering & Construction Staking
 Cambridge Drive Utility & Street Improvements
 GHA Proposal No. 2021.CS071

Village of Buffalo Grove (Client), 51 Raupp Boulevard, Buffalo Grove, IL 60089, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Buffalo Grove is planning to award the Cambridge Drive Utility & Street Improvements Project that will require full-time resident engineering and construction staking. Construction is anticipated to begin on or about June 7, 2021, have an interim completion date of October 29, 2021 and a final completion date of May 6, 2022.

Construction of the project will utilize Village funds. Although full IDOT documentation will not be required, documentation of daily activities and quantities will be provided.

II. Scope of Services

The scope of services is based upon our knowledge of the Village, our familiarity with the project, and our experience in performing resident engineering services on comparable improvement projects for area communities.

A. Construction Staking Services

1. Pavement and Curbs – GHA will set stakes on a 3-foot offset with a cut/fill to final grade. Curb points will be set at a maximum of 50-foot intervals on straight lines and at grade breaks, and at a maximum of 25-foot intervals on curved lines. If a curved radius is less than 5', we will set the radius point only. For curves with a radius between 6' and 25', we will set the radius point with a minimum of two (2) points on the curve. For curves with a radius greater than 25', we will set the beginning and end of curve and grade breaks on curve at maximum interval of 25'. No radius point will be set on curves with a radius greater than 50'. A minimal amount of curb staking is anticipated.
2. Underground Utilities – GHA will set stakes for all manholes, catch basins, inlets, valve vaults, and valve boxes. Centerline of structure and two (2) reference stakes (15- and 25-foot offsets) will be set at the points, one of which will contain a cut/fill, and the elevation. Structures located in the curb line will be staked at the back of curb.
3. Turf Grading – If any major change in the side slopes of the roadway green space is necessary, GHA will provide necessary stakes to grade these areas.

B. NPDES Compliance Monitoring

GHA will perform Designated Erosion Control Inspection (DECI) services on a weekly basis and following a qualifying rain event of 0.5" or greater within a 24-hour period. The inspections will meet Lake County Stormwater Management Commission (SMC) requirements. The RE will serve as the DECI and will conduct weekly inspections as part of the Construction Phase Services. The RE will inspect the relevant construction activity, document, report, and photograph the findings, and make

recommendations for improvement of any best management practices. The report will be provided weekly and will be suitable to be maintained in a log onsite as required. The Contractor shall be responsible for implementing the necessary erosion control practices and making modifications to the plan to reduce erosion to acceptable standards. Inspections will continue until the site is permanently stabilized and 90% vegetation established.

GHA will make every effort to time the weekly inspection with a qualifying rain event that may be occurring during the period. A per-visit fee of \$300.00 will be applied only to site visits conducted following a rain event which does not coincide with the ongoing construction observation (i.e.

C. Resident Engineering and Management

1. Pre-Construction Meeting – GHA will attend a pre-construction meeting with the Village and the Contractor for the project. GHA will prepare meeting minutes for distribution to the Village and Contractor.
2. Shop Drawing Review – Prior to construction commencement, GHA will review the shop drawings per the contract, plans and specifications. We will also work with the Village to ensure the Contractor submitted drawings are in conformance with Village standards.
3. Utility Coordination – GHA will make observations of the utility marks provided by the JULIE system, and address potential conflicts with the Contractor.
4. Construction Observation
 - a. Full-time construction observation is estimated to be 55 hours per week and is anticipated for the duration of the project.
 - b. GHA will provide full-time construction observation of the construction operations and processes in order to ensure that all materials and procedures are in conformance with the contract, plans, and specifications.
 - c. We will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, suitable sub-base, yield requirements, and quality procedures.
 - d. If a field change is required, whether force account or change order, GHA will notify and advise the Village prior to making any decisions that would affect the budget.
 - e. The GHA team will schedule necessary field meetings for the project.
 - f. The GHA team will attend and coordinate weekly meetings with the Village and Contractor, as necessary.
 - g. Our field personnel will maintain a photo log of the construction process.
5. Documentation
 - a. We will measure, record, and provide source documentation on a daily basis for all quantities of work for which payment will be made. GHA will keep a project box on site, including all the necessary up-to-date documentation. Our field staff will conduct daily field verification of quantities with the Contractor to ensure a timely project closeout.
 - b. GHA will process all pay estimates and provide recommendations for payment to the Village.

III. Additional Services and Services not Included

We would be pleased to provide additional assistance beyond the scope described. GHA will monitor our estimated work hours versus Contractor progress. If we see that there is a potential issue with the estimated manhours due to lack of Contractor progress, extended work weeks, etc., we will notify the Village and discuss the situation. No additional work will be performed without prior Village authorization.

The following services may be provided at the request of the Village of Buffalo Grove as an additional service in accordance with *Section V. Compensation for Services*:

1. Meetings with public officials, Village staff, agencies, homeowners, or consultants beyond those identified in the scope; attendance at public hearings.
2. As-Built drawings.
3. QC/QA testing.
4. Permit fees, review fees, or utility locate fees.
5. Other services not specifically identified in *Section II. Scope of Services*.

IV. Proposed Engineering Staff

Mr. Leo X. Morand, P.E. will function as the Project Manager. Mr. Nico Cascella, Engineering Technician II, will function as the Resident Engineer. Mr. Cascella is currently performing similar duties on the Melinda Hiawatha Project. Mr. Cascella will be assisted in the field by a yet to be determined staff member due to the amount of construction that is anticipated to occur during this project. Additional professional and technical staff will provide support as needed.

V. Compensation for Services

In accordance with the contract documents and anticipated schedule, we have assumed 21 weeks of full-time construction at an average of 55 hours per week each for the RE and assistant RE. An additional 150 hours are included for project start-up and close-out documentation, for a total of 2,460 hours for the RE. A total of 300 hours of project management and coordination by the Project Manager and Construction Supervisor are also included. Additional staff will assist as needed and are included in our budget.

Based on the scope of services outlined above, we propose billing on a time-and-materials (T&M) basis a not-to-exceed (NTE) fee, as follows.

Service	NTE Fee
Construction Staking	\$15,000.00
Resident Engineering	\$362,500.00
Off- Season NPDES Inspections	\$10,000.00
Estimated Reimbursable Expenses	\$2,000.00
NTE Fee + Reimbursables	\$389,500.00

Reimbursable expenses, including items such as printing, messenger service, mileage etc., will be billed to the Client without markup.

All services, including any additional services beyond those outlined in *Section II: Scope of Services*, will be billed in accordance with the attached *GHA Hourly Rates*.

Invoices will be submitted on a monthly and will detail services performed. This permits the client to review the status of the work in progress and the charges made.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

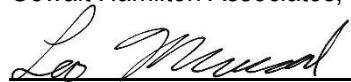
The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Leo X. Morand, P.E.
Assistant Director

Village of Buffalo Grove

Name: _____

Title: _____

Date: _____

Incl.: Attachment A
GHA Hourly Rates

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE: 2021

The following rates will remain in effect until December 31, 2021, at which time they are subject to an annual increase:

PRINCIPAL	\$ 222.00
CIVIL ENGINEER VI	\$ 190.00
CIVIL ENGINEER V	\$ 186.00
CIVIL ENGINEER IV	\$ 184.00
CIVIL ENGINEER III	\$ 165.00
CIVIL ENGINEER II	\$ 155.00
CIVIL ENGINEER I	\$ 135.00
LAND SURVEYOR IV	\$ 158.00
LAND SURVEYOR III	\$ 136.00
LAND SURVEYOR II	\$ 132.00
LAND SURVEYOR I	\$ 124.00
GIS PROFESSIONAL III	\$ 165.00
GIS PROFESSIONAL II	\$ 144.00
GIS PROFESSIONAL I	\$ 134.00
ENVIRONMENTAL CONS. II	\$ 140.00
ENVIRONMENTAL CONS. I	\$ 128.00
ENGINEERING TECHNICIAN V	\$ 184.00
ENGINEERING TECHNICIAN IV	\$ 140.00
ENGINEERING TECHNICIAN III	\$ 128.00
ENGINEERING TECHNICIAN II	\$ 112.00
ENGINEERING TECHNICIAN I	\$ 84.00
ADMINISTRATIVE I	\$ 68.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: 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.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification 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.



Ordinance No. O-2021-31 : Approve Streambank Stabilization Design

Recommendation of Action

Staff recommends approval subject to Village Attorney review.

CBBEL, Inc. has submitted a design contract for streambank stabilization at the Arboretum Golf Course.

ATTACHMENTS:

- Memo CBBEL Design 21-0506(DOCX)
- CBBEL Ordinance (DOCX)
- BuffaloGrove-ArboretumShorelineStabilizationProposal-JMA-DTO_Revised.090820 (PDF)

Trustee Liaison

Stein

Staff Contact

Darren Monico, Public Works

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 6, 2021
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Arboretum Streambank Stabilization Design

Recommendation

Staff recommends approval of the streambank stabilization design contract with CBBEL, Inc.

Background

The Arboretum Golf Course has several areas throughout the golf course that are in need of streambank stabilization to help protect the streambanks and to avoid any more soil and property being eroded away. CBBEL, Inc. has submitted a design proposal that addresses these needs.

The Village has approximately \$140,000 remaining in a past streambank stabilization grant and this cost is eligible for reimbursement after completion. The remaining grant funds are planned to be used for construction in 2022 at the golf course if a future construction project is approved.

Attachment: Memo CBBEL Design 21-0506 (O-2021-31 : Approve Streambank Stabilization Design)

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING A DESIGN CONTRACT WITH CBBEL, INC.

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

WHEREAS, the Village seeks to enter into a Design Contract with CBBEL, Inc. for the design of various streambank stabilization locations within the Arboretum Golf Course,

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

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

SECTION 2. The Village Manager is authorized to enter into a Design Contract with CBBEL, Inc. for design of various streambank stabilization locations within the Arboretum Golf Course, at a price not to exceed \$23,000.00, pending attorney review.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: CBBEL Ordinance (O-2021-31 : Approve Streambank Stabilization Design)

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 28, 2020
Revised September 8, 2020

Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

Attention: Darren Monico, P.E. – Village Engineer

Subject: Professional Services Engineering Proposal to Prepare Streambank and Stormwater Pond Restoration Plans for The Arboretum Club Golf Course, Buffalo Grove, Lake County, IL

Dear Mr. Monico:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) proposes to prepare streambank and stormwater pond restoration plans and submit permit applications to allow for the improvements. This proposal contains our Understanding of Assignment, Scope of Services and Fee Estimate.

UNDERSTANDING OF ASSIGNMENT

CBBEL understands that Aptakisic Creek (Creek) and the associated on-line stormwater ponds have active bank erosion and require restoration. We understand that the Village of Buffalo Grove (Village) has grant funding available to fund the recommended improvements. Our understanding is that the Village would like CBBEL to design improvements to address the locations identified as highest priority and then provide permitting assistance.

Assumptions: Due to the limited budget, CBBEL will prepare basic plans and details to guide the shoreline restoration. We will rely on Lake County Topo to prepare plan views identifying the location of shoreline treatments. We will prepare restoration details to guide the contractors in repair of the shoreline. We will prepare construction specifications that will be associated with the details. No surveying or detailed engineering plans will be prepared under this design approach.

SCOPE OF SERVICES

Task 1 – Field Reconnaissance: CBBEL staff will walk the shorelines of the Creek and ponds and document the severity of erosion. During the reconnaissance, CBBEL staff will develop design strategies, as well as rate and prioritize the erosion repairs. This information will be documented in color coded exhibits and a brief memorandum. Once the memorandum is completed, CBBEL staff will discuss with Village staff the areas to be included in the design documents.

Task 2 – Wetland/Waters Delineation (Required for Permitting): CBBEL will, during the field reconnaissance, also complete a waters/wetland delineation of the project site. CBBEL will gather and review all background information needed for a waters/wetland delineation, such as county soil and wetland maps. Protocol will follow the Midwest Regional Supplement for Wetland Delineations. The delineation will include an on-site investigation of all areas within the project site. Data points documenting vegetation, soils, and hydrology will be collected in each wetland and adjacent upland area. The report shall identify and locate regulatory waters/wetlands and data point locations on a delineation exhibit, provide wetland and soils map exhibits, photos of each wetland, and U.S. Army Corps of Engineers (USACE) data forms.

- Wetland/Waters Boundary Confirmation and Jurisdiction: CBBEL staff will coordinate and attend a wetland/waters boundary confirmation and submit a request for a jurisdictional determination.
- The wetland/waters report will be included with an application package to the USACE.

Task 3 – Pre-Final Restoration Details (95%): CBBEL staff will prepare pre-final restoration details, cost estimate and specifications for the Village and internal review. The details will be revised based on comments received. The revised plans will be included in the permit application packages.

Task 4 – USACE Permit Application: CBBEL Environmental Resources Staff will prepare and submit the USACE Permit Application. This information will include the required exhibits, specifications, data and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency.

Task 5 – Watershed Development Permit Application: The Village is a certified community with respect to the standard provisions of the Watershed Development Permit (WDP). If it is determined that the project is outside of the regulatory floodplain, the Village can issue itself the WDP. While the Village may be able to issue itself the WDP, the SESC plan will likely require Lake County Stormwater Management Commission (SMC) approval as part of their agreement with the USACE for SESC reviews. CBBEL staff will prepare and submit the watershed development permit application package to the Village and the SESC plan to SMC. Prior to submittal of the application we will work with the Village and review agency to determine if the proposed improvements can be considered maintenance and completed outside of the watershed development permit process.

Task 6 – Review Agency Coordination: During the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at two (2) meetings and included budget to cover the cost of submittal of two (2) responses to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

Task 7 – Final Restoration Details (100%): Based on comments received during the permit review process, final plans, details, cost estimate and specifications will be prepared. These Final Restoration Plans would be used to support issuance of the various permits, as well as, for Construction Contract Bidding and Construction. We have budgeted for one (1) meeting with the Village to discuss the documents.

FEE ESTIMATE

We estimate the costs of the services to be the following:

Task 1	\$ 1,800
Task 2	\$ 3,200
Task 3	\$ 3,500
Task 4	\$ 3,500 If necessary
Task 5	\$ 2,500 If necessary
Task 6	\$ 4,000 If necessary
Task 7	\$ 3,500
Total of all Tasks	\$22,000
Direct Costs	\$ 1,000
Total	\$23,000

Note: *Review/Application fees from outside agencies are additional.*

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for mileage, blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. **Please note that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.**

Please sign and return one copy of this agreement as indication of acceptance and notice to proceed. Please feel free to contact Jedd Anderson or me if you have any questions.

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS &
CONDITIONS ACCEPTED FOR THE VILLAGE OF BUFFALO GROVE:

BY: _____

TITLE: _____

DATE: _____

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (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, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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Resolution No. R-2021-14 : Bernard Drive IDOT Local Agency Agreement and Engineering Agreements

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Local Agency Agreement with IDOT and the Engineering Design Agreement with Christopher B. Burke Engineering Ltd. for the Phase 2 Design of Bernard Drive pursuant to the Local Public Agency Agreement for Federal Participation.

ATTACHMENTS:

- LPA & CBBEL Phase II Memo (DOCX)
- Phase 2 resolution LPA (DOCX)
- Local Public Agency Agreement for Federal Participation (PDF)
- Local Public Agency Engineering Services Agreement (PDF)

Trustee Liaison

Stein

Staff Contact

Darren Monico, Public Works

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Approval of Local Public Agency Agreement for Federal Participation and a Phase II Design Engineering Agreement

Staff Recommendation

Staff recommends that the Village Board authorize the Village President and the Village Clerk to execute the Local Public Agency Agreement with the Illinois Department of Transportation (IDOT). Staff further recommends approval of the Phase II Design Engineering Agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) in an amount not to exceed \$1,103,169.00.

Project Background

Since 2016 staff has worked with the Northwest Council of Mayors to have the entire limits of Bernard Drive (1.4 miles) successfully added to the Federal Aid Urban route system. Through this process staff then secured Federal funding for \$350,000 of the Phase II Design costs. The Phase II Design is expected to be started this year after IDOT approves these agreements and it is expected to take approximately 2 years to complete.

In order for the Village to use these funds on the Phase II Design Engineering for Bernard Drive, a Local Public Agency Agreement for Federal Participation is required between the State of Illinois Department of Transportation and the Village of Buffalo Grove and the Village of Buffalo Grove must agree to complete the construction within the Illinois Department of Transportation's policies and procedures.

Previously the Village hired CBBEL to complete the Phase I Engineering Study based off of a Quality Based Selection (QBS) process which is a requirement to maintain eligibility for Federal grant funding. The Village also selected CBBEL for the Phase 2 Design based off of the QBS process.

Staff has submitted the future Bernard Drive construction project for federal funding but so far the project has not been selected for any additional funding besides the \$350k for Phase II at this time in addition to \$50k that was previously received for Phase 1. Staff will continue to work with the Northwest Municipal Conference to attempt to secure grant funding for construction.

RESOLUTION NO. 2021 - _____

A RESOLUTION APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION AND A LOCAL PUBLIC AGENCY ENGINEERING
SERVICES AGREEMENT RELATED TO THE PHASE II DESIGN OF BERNARD
DRIVE FROM ARLINGTON HEIGHTS ROAD TO BUFFALO GROVE ROAD

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

WHEREAS, the quality of life is enhanced by a high quality arterial street transportation system which operates efficiently and which allows for safe passage through the main corridors of the Village local street system; and,

WHEREAS, the Village Board previously approved Ordinance No. 2019-56 (An Ordinance Approving an Agreement for Engineering Services for Bernard Drive) which indicated the Village's agreement to implement the Phase I Study of Bernard Drive; and,

WHEREAS, the Village Board indicates the Village's agreement to complete the Phase II Design within the Illinois Department of Transportation's policies and procedures in exchange for Federal Highway Administration reimbursement of a portion of the total Phase II Design costs of \$350,000, for this agreement; and,

WHEREAS, the Village Board indicates the Village's desire to enter into a Local Public Agency Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) to complete a Phase II Engineering Design for Bernard Drive.

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

Section 1: The Agreement entitled "Local Public Agency Agreement for Federal Public Participation" between State of Illinois Department of Transportation and

the Village of Buffalo Grove and the Agreement entitled “Local Public Agency Engineering Services Agreement” between the Village of Buffalo Grove and CBBEL related to the Bernard Drive (Arlington Heights Road to Buffalo Grove Road) Phase II Design, are hereby approved (“Agreements”).

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
VILLAGE OF BUFFALO GROVE	Cook	20-00108-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAQ	03-20-0049

☐ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☒ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-140-21	UYD9(926)		

Engineering

Right of Way

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

LOCATION

Local Street/Road Name	Key Route	Length	From	To
BERNARD DR.	MUN 4045	1.38 Mi.	0.00	1.38

Location Termini

S. ARLINGTON HEIGHTS ROAD to S. BUFFALO GROVE ROAD

Current Jurisdiction	Existing Structure Number(s)	Add Location
VILLAGE OF BUFFALO GROVE	N/A	Remove

PROJECT DESCRIPTION

PHASE II - reconstruction of Bernard Drive from Arlington Heights Road to Buffalo Grove Road including a new bike path along the south side, replacement of the north sidewalk for ADA compliance, White Pine Ditch culvert replacement, storm sewer outfall improvements along Navajo Trail from Bernard Drive to Buffalo Creek to reduce flooding.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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

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

Check One

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

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

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

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

☐ METHOD C - LPA's Share _____ divided by estimated total cost multiplied by actual progress payment

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

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

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

- ## IT IS MUTUALLY AGREED:

- ## ADDENDA

✕	1.	Location Map
✕	2.	Division of Cost
- ✕	3.	GATA Reporting
Add Row		

ADDENDA NUMBER 2

9.E.c

Local Public Agency VILLAGE OF BUFFALO GROVE	County Cook	Section Number 20-00108-00-RS
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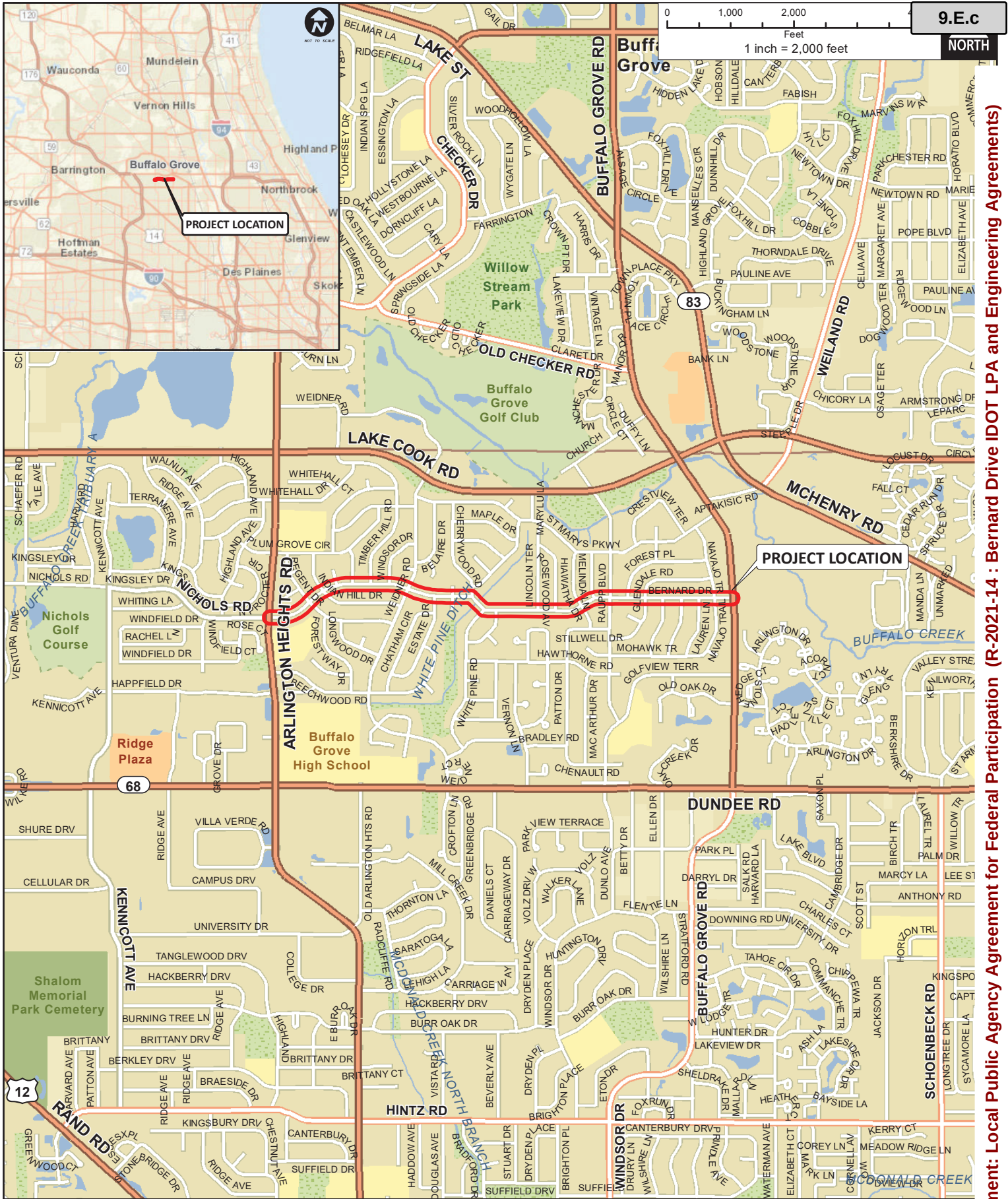
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-140-21	UYD9(926)		

DIVISION OF COST											and Engineering Agreement
Type of Work	Federal Funds			State Funds			Local Public Agency			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
- Preliminary Engineering	STU	\$350,000.00	*				LOCAL	\$901,381.32	BAL	\$1,251,381.32	
-											
-											
-											
-											
-											
-											
Total		\$350,000.00		Total			Total		\$901,381.32		\$1,251,381.32
Add											

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

* Maximum FHWA (STU) Participation 50%, Not to Exceed \$350,000

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



CLIENT:



**VILLAGE OF
BUFFALO GROVE**

TITLE:

PROJECT LOCATION MAP

PROJ. NO. 190474

DATE: 2/11/2020

SHEET 1 OF 1

DRAWING NO.



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.	DRW.	SCALE:	1:24,000
CHKD.		AUTHOR:	DWALTERS
FILE:	Location Map	PLOT DATE:	2/11/2020

EXH 1

Packet Pg. 158

Addenda Number 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

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

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

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



Using Federal Funds? ☒ Yes ☐ No Agreement For
Federal PE

Agreement Type
Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
VILLAGE OF BUFFALO GROVE	Cook	20-00108-00-RS	D-91-140-21
Project Number	Contact Name	Phone Number	Email
UYD9(926)	DARREN MONICO	(847) 459-2523	DMONICO@VBG.ORG

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
BERNARD DR.	0-4045	1.43 MI	N/A
Location Termini			
S. ARLINGTON HEIGHTS RD. TO S. BUFFALO GROVE RD.			
Add Location Remove Location			

Project Description

Reconstruction of Bernard Drive from Arlington Heights Road to Buffalo Grove Road including a new bike path along the south side, replacement of the north sidewalk for ADA compliance, White Pine Ditch culvert replacement, storm sewer outfall improvements along Navajo Trail from Bernard Drive to Buffalo Creek to reduce flooding.

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

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
CBBEL	LEE M. FELL, PE	(847) 832-0500	LFELL@CBBEL.COM
Address	City	State	Zip Code
9575 W. HIGGINS RD.	ROSEMONT	IL	60018

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

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

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

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

Contractor

Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA and Engineering Agreements)

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
 3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.
- Method of Compensation: _____ (Maximum Fee \$20,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula.)
- ☐ Lump Sum
- ☐ Specific Rate
- ☒ Cost plus Fixed Fee: Fixed
- Total Compensation = DL + DC + OH + FF
- Where:
- DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.
- Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.
- The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
 6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
 2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
 3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
- The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys,

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
CHRISTOPHER B. BURKE ENGINEERING, LTD.	36-3468939	\$902,149.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- TESTING SERVICE CORPORATION	35-0937582	\$36,020.00
- MATHEWSON RIGHT-OF-WAY COMPANY	20-3870734	\$165,000.00
Subconsultant Total		\$201,020.00
Prime Consultant Total		\$902,149.00
Total for all work		\$1,103,169.00
Add Subconsultants		

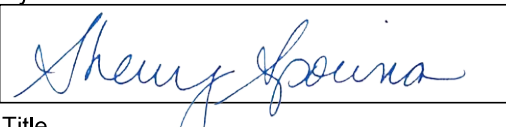
AGREEMENT SIGNATURES

Executed by the LPA:

		Local Public Agency Type	Name of Local Public Agency	
Attest:	The	Village	of	BUFFALO GROVE
By			Date	
Name of Local Public Agency		Local Public Agency Type	Title	
BUFFALO GROVE		Village	Clerk	
				VILLAGE PRESIDENT

(SEAL)

Executed by the ENGINEER:

		Consultant (Firm) Name	
Attest:	CBBEL		
By			Date
		5/11/2021	
Title		Title	
Notary Public		PRESIDENT	



Local Public Agency

County

Section Number

VILLAGE OF BUFFALO GROVE

Cook

20-00108-00-RS

FOR FEDERAL PARTICIPATION PROJECTS

**EXHIBIT A
SCOPE OF SERVICES**

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

SEE ATTACHED SCOPE OF SERVICES.

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA and Engineering Agreements)

Local Public Agency

County

Section Number

VILLAGE OF BUFFALO GROVE

Cook

20-00108-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

SEE ATTACHED

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA and Engineering Agreements)

Local Public Agency

County

Section Number

VILLAGE OF BUFFALO GROVE

Cook

20-00108-00-RS

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☐ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
☐ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☒ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	1	\$5,383.96	\$5,383.96
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☒ Various Permit Fees		1	\$5,375.00	\$5,375.00
☒ Plat of Highways		1	\$7,000.00	\$7,000.00
☐				
☐				
☐				
Total Direct Costs				\$17,758.96

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA and Engineering Agreements)

Local Public Agency

County

Section Number

VILLAGE OF BUFFALO GROVE

Cook

20-00108-00-RS

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

VILLAGE WEBSITE, 8/28/20

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
- SERVICES	20%
- REFERENCES AND RESUMES	10%
- LOCAL OFFICE AND AREA KNOWLEDGE	15%
- ABILITY TO PERFORM MULTIPLE FUNC.	10%
- QUALIFICATIONS AND EXPERIENCE	20%
- AFFILIATIONS AND ACCREDIDATIONS	10%
- PAST PERFORMANCE	15%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
---	---	--------------------------	--------------------------

Selection committee (titles) for this project

VILLAGE ENGINEER, DIRECTOR OF PUBLIC WORKS, CIVIL ENGINEER II

Top three consultants ranked for this project in order

1	CBBEL
2	CIVIL TECH
3	GHA

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒

Local Public Agency

County

Section Number

VILLAGE OF BUFFALO GROVE

Cook

20-00108-00-RS

14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency

Village of Buffalo Grove

County

Cook

Section Number

20-00108-00-RS

Consultant (Firm) Name

Chistopher B. Burke Engineering, Ltd.

Prepared By

Date

3/17/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	20
START DATE	7/1/2021
RAISE DATE	12/31/2021

MONTHS

OVERHEAD RATE	132.36%
COMPLEXITY FACTOR	
% OF RAISE	2.00%

END DATE 2/28/2023

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2021	12/31/2021	6	30.00%
1	1/1/2022	12/31/2022	12	61.20%
2	1/1/2023	2/28/2023	2	10.40%

The total escalation = 1.60%

Local Public Agency	County	Section Number
Village of Buffalo Grove	Cook	20-00108-00-RS

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.60%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$78.00	\$78.00
Engineer VI	\$76.40	\$77.63
Engineer V	\$67.87	\$68.96
Engineer IV	\$56.24	\$57.14
Engineer III	\$45.95	\$46.69
Engineer I/II	\$34.03	\$34.58
Survey V	\$75.50	\$76.71
Survey IV	\$67.50	\$68.58
Survey III	\$59.50	\$60.45
Survey II	\$48.50	\$49.28
Survey I	\$35.83	\$36.40
Engineering Technician V	\$66.42	\$67.49
Engineering Technician IV	\$52.17	\$53.01
Engineering Technician III	\$48.13	\$48.90
Engineering Technician I/II	\$22.33	\$22.69
CAD Manager	\$63.67	\$64.69
CAD Technician II	\$47.25	\$48.01
GIS Specialist III	\$51.00	\$51.82
GIS Specialist I/II	\$34.00	\$34.55
Landscape Architect	\$58.00	\$58.93
Landscape Designer I/II	\$32.00	\$32.51
Environmental Resource Specialist V	\$70.00	\$71.12
Environmental Resource Specialist IV	\$53.80	\$54.66
Environmental Resource Specialist III	\$41.00	\$41.66
Environmental Resource Specialist I/II	\$28.00	\$28.45
Environmental Resource Technician	\$40.00	\$40.64
Engineering Intern	\$16.10	\$16.36

Section Number

20-00108-00-RS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

Local Public Agency

County

Section Number

Village of Buffalo Grove

Cook

20-00108-00-

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **132.36%**COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF TOTAL	ND
1 - SUPPLEMENTAL TOPOGRAPHIC & EXISTING RIGHT-OF-WAY SURVEY	414	20,498	27,132		6,764		54,394		3%
2 - GEOTECHNICAL INVESTIGATION AND ANALYSIS	4	187	247		62	36,020	36,516		1%
3 - DRAINAGE STUDIES	680	32,094	42,479		10,591		85,164		2%
4.1 - MWRD WATERSHED MANAGEMENT PERMIT (WMP) APPLICATION	62	2,890	3,825	500	954		8,169		4%
4.2 - USACE SECTION 404 CLEAN WATER ACT PERMIT APPLICATION	51	3,280	4,341		1,082		8,703		9%
4.3 - HISTORIC PRESERVATION COORDINATION	10	681	901		225		1,807		6%
4.4 - THREATENED AND ENDANGERED SPECIES COORDINATION	10	711	941	125	235		2,012		8%
4.5 - COORDINATION WITH NORTH COOK CO. SOIL & WATER CONSERVATION DISTRICT	28	1,796	2,378	4,000	593		8,767		9%
4.6 - BEST MANAGEMENT PRACTICE DESIGN ASSISTANCE	38	2,557	3,385		844		6,786		2%
4.7 - SUPPLEMENTAL TREE SURVEY AND TREE MITIGATION PLAN	31	1,921	2,542		634		5,097		6%
4.8 - PREPARE THE SWPPP AND NOTICE OF INTENT	27	1,467	1,941	750	484		4,642		2%
5 - AGENCY/PUBLIC COORDINATION	428	24,693	32,684	1,500	8,149		67,026		8%
6 - COORDINATION WITH NORTHWEST COUNCIL OF MAYORS	48	2,314	3,063		764		6,141		6%
7 - ASSISTANCE WITH FUNDING OPPORTUNITIES	70	3,127	4,140		1,032		8,299		5%
8 - CORRIDOR LANDSCAPING	44	2,584	3,420		853		6,857		2%
9 - PLAT OF HIGHWAYS	424	23,041	30,497	7,000	7,604		68,142		8%
10 - REVIEW OF WATER MAIN ALIGNMENT AND SEWER LINING PROJECTS	56	2,599	3,440		858		6,897		3%
11.1 PRELIMINARY PLANS AND COST ESTIMATE (60%) - STAGE 1	960	53,574	70,910		17,679		142,163		9%
11.2 - PRELIMINARY PLANS AND COST ESTIMATE (60%) - STAGE 2	960	53,574	70,910		17,679		142,163		9%
12 - BOX CULVERT DESIGN	154	8,535	11,298		2,817		22,650		5%
13 - UTILITY COORDINATION	70	3,301	4,369		1,089		8,759		9%
14.1 - PRE-FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (90%) - STAGE 1	510	28,812	38,135	1,670	9,508		78,125		8%
14.2 - PRE-FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (90%) - STAGE 2	510	28,812	38,135	1,670	9,508		78,125		8%
15.1 - FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (100%) - STAGE 1	180	10,110	13,382	288	3,336		27,116		6%
15.2 - FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (100%) - STAGE 2	180	10,110	13,382	288	3,336		27,116		6%
16 - LAND ACQUISITION SERVICES	5	345	456		114	165,000	165,915		4%
17 - QA/QC	40	2,758	3,651		910		7,319		6%
18 - PROJECT MANAGEMENT	100	6,896	9,127		2,276		18,299		6%
		-	-		-		-		
Subconsultant DL					0		-		
TOTALS	6094	333,267	441,111	17,791	109,980	201,020	1,103,169		0%

774,378

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA

Local Public Agency

County

Section Number

Village of Buffalo Grove

Cook

20-00108-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			TOPOGRAPHIC & EXISTING RIGHT-OF-WAY			INVESTIGATION AND ANALYSIS			3 – DRAINAGE STUDIES			MANAGEMENT PERMIT (WMP) APPLICATION			CLEAN WATER PERMIT APPLICA	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.
Principal	78.00	0.0																
Engineer VI	77.63	0.0																
Engineer V	68.96	582.0	9.55%	6.59							60	8.82%	6.08	1	1.61%	1.11		
Engineer IV	57.14	16.0	0.26%	0.15										4	6.45%	3.69		
Engineer III	46.69	1,283.0	21.05%	9.83				4	100.00%	46.69	240	35.29%	16.48					
Engineer I/II	34.58	1,014.0	16.64%	5.75							220	32.35%	11.19	40	64.52%	22.31		
Survey V	76.71	16.0	0.26%	0.20	4	0.97%	0.74											
Survey IV	68.58	120.0	1.97%	1.35	32	7.73%	5.30											
Survey III	60.45	34.0	0.56%	0.34	18	4.35%	2.63											
Survey II	49.28	256.0	4.20%	2.07	146	35.27%	17.38											
Survey I	36.40	256.0	4.20%	1.53	146	35.27%	12.84											
Engineering Technician V	67.49	1,080.0	17.72%	11.96														
Engineering Technician IV	53.01	0.0																
Engineering Technician III	48.90	0.0																
Engineering Technician I/II	22.69	0.0																
CAD Manager	64.69	1,116.0	18.31%	11.85	68	16.43%	10.63				120	17.65%	11.42					
CAD Technician II	48.01	30.0	0.49%	0.24														
GIS Specialist III	51.82	0.0																
GIS Specialist I/II	34.55	40.0	0.66%	0.23							40	5.88%	2.03					
Landscape Architect	58.93	40.0	0.66%	0.39														
Landscape Designer I/II	32.51	0.0																
Environmental Resource S	71.12	138.0	2.26%	1.61										17	27.42%	19.50	35	68.63%
Environmental Resource S	54.66	55.0	0.90%	0.49													10	19.61%
Environmental Resource S	41.66	0.0																
Environmental Resource S	28.45	0.0																
Environmental Resource Te	40.64	18.0	0.30%	0.12													6	11.76%
Engineering Item	16.36	0.0																
TOTALS		6094.0	100%	\$54.69	414.0	100.00%	\$49.51	4.0	100%	\$46.69	680.0	100%	\$47.20	62.0	100%	\$46.61	51.0	100%

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA

Local Public Agency

County

Section Number

Village of Buffalo Grove

Cook

20-00108-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	4.3 - HISTORIC PRESERVATION COORDINATION			4.4 - THREATENED AND ENDANGERED SPECIES COORDINATION			4.5 - COORDINATION WITH NORTH COOK CO. SOIL & WATER CONSERVATION			4.6 - BEST MANAGEMENT PRACTICE DESIGN ASSISTANCE			4.7 - SUPPLEMENTAL TREE SURVEY AND TREE MITIGATION PLAN			4.8 - TREE ARE SWPPP AND NOTIC INTENT		F
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	
Principal	78.00																		
Engineer VI	77.63																		
Engineer V	68.96										1	2.63%	1.81						
Engineer IV	57.14																		
Engineer III	46.69																		
Engineer I/II	34.58																		
Survey V	76.71																		
Survey IV	68.58																		
Survey III	60.45																		
Survey II	49.28																		
Survey I	36.40																		
Engineering Technician V	67.49																		
Engineering Technician IV	53.01																		
Engineering Technician III	48.90																		
Engineering Technician I/II	22.69																		
CAD Manager	64.69																		
CAD Technician II	48.01																		
GIS Specialist III	51.82																		
GIS Specialist I/II	34.55																		
Landscape Architect	58.93																		
Landscape Designer I/II	32.51																		
Environmental Resource Spe	71.12	9	90.00%	64.01	10	100.00%	71.12	17	60.71%	43.18	30	78.95%	56.15	18	58.06%	41.30	2	7.41%	
Environmental Resource Spe	54.66							10	35.71%	19.52	5	13.16%	7.19	8	25.81%	14.11	22	81.48%	
Environmental Resource Spe	41.66																		
Environmental Resource Spe	28.45																		
Environmental Resource Tec	40.64	1	10.00%	4.06				1	3.57%	1.45	2	5.26%	2.14	5	16.13%	6.56	3	11.11%	
Engineering Item	16.36																		
TOTALS		10.0	100%	\$68.07	10.0	100%	\$71.12	28.0	100%	\$64.16	38.0	100%	\$67.30	31.0	100%	\$61.96	27.0	100%	

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA

Local Public Agency

County

Section Number

Village of Buffalo Grove

Cook

20-00108-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	5 - AGENCY/PUBLIC COORDINATION			6 - COORDINATION WITH NORTHWEST COUNCIL OF MAYORS			7 - ASSISTANCE WITH FUNDING OPPORTUNITIES			8 - CORRIDOR LANDSCAPING			9 - PLAT OF HIGHWAYS			10 - REVIEW OF MAIN ALIGNMENT SEWER LINING PRO		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																		
Engineer VI	77.63																		
Engineer V	68.96	113	26.40%	18.21	12	25.00%	17.24	10	14.29%	9.85	4	9.09%	6.27				8	14.29%	
Engineer IV	57.14	12	2.80%	1.60															
Engineer III	46.69	159	37.15%	17.34	20	41.67%	19.45	30	42.86%	20.01	4	9.09%	4.24				32	57.14%	
Engineer I/II	34.58				16	33.33%	11.53	30	42.86%	14.82							16	28.57%	
Survey V	76.71													12	2.83%	2.17			
Survey IV	68.58													88	20.75%	14.23			
Survey III	60.45													16	3.77%	2.28			
Survey II	49.28													110	25.94%	12.78			
Survey I	36.40													110	25.94%	9.44			
Engineering Technician V	67.49																		
Engineering Technician IV	53.01																		
Engineering Technician III	48.90																		
Engineering Technician I/II	22.69																		
CAD Manager	64.69	110	25.70%	16.63										88	20.75%	13.43			
CAD Technician II	48.01	30	7.01%	3.37															
GIS Specialist III	51.82																		
GIS Specialist I/II	34.55																		
Landscape Architect	58.93	4	0.93%	0.55							36	81.82%	48.22						
Landscape Designer I/II	32.51																		
Environmental Resource Spe	71.12																		
Environmental Resource Spe	54.66																		
Environmental Resource Spe	41.66																		
Environmental Resource Spe	28.45																		
Environmental Resource Tech	40.64																		
Engineering Itern	16.36																		
TOTALS		428.0	100%	\$57.69	48.0	100%	\$48.22	70.0	100%	\$44.68	44.0	100%	\$58.73	424.0	100%	\$54.34	56.0	100%	

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA

Local Public Agency

County

Section Number

Village of Buffalo Grove

Cook

20-00108-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	11.1 PRELIMINARY PLANS AND COST ESTIMATE (60%) – STAGE 1			11.2 – PRELIMINARY PLANS AND COST ESTIMATE (60%) – STAGE			12 – BOX CULVERT DESIGN			13 – UTILITY COORDINATION			14.1 – PRE-FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (90%) –			14.2 – PRE-FINAL P SPECIFICATIONS COST ESTIMATE (90%) –			5,
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	–
Principal	78.00																			5,
Engineer VI	77.63																			–
Engineer V	68.96	60	6.25%	4.31	60	6.25%	4.31	20	12.99%	8.96	8	11.43%	7.88	30	5.88%	4.06	30	5.88%		5
Engineer IV	57.14																			–
Engineer III	46.69	200	20.83%	9.73	200	20.83%	9.73	84	54.55%	25.47	50	71.43%	33.35	100	19.61%	9.15	100	19.61%		5
Engineer I/II	34.58	200	20.83%	7.20	200	20.83%	7.20				12	17.14%	5.93	100	19.61%	6.78	100	19.61%		5
Survey V	76.71																			–
Survey IV	68.58																			–
Survey III	60.45																			–
Survey II	49.28																			–
Survey I	36.40																			–
Engineering Technician V	67.49	300	31.25%	21.09	300	31.25%	21.09							180	35.29%	23.82	180	35.29%		2
Engineering Technician IV	53.01																			–
Engineering Technician III	48.90																			–
Engineering Technician I/II	22.69																			–
CAD Manager	64.69	200	20.83%	13.48	200	20.83%	13.48	50	32.47%	21.00				100	19.61%	12.68	100	19.61%		8
CAD Technician II	48.01																			–
GIS Specialist III	51.82																			–
GIS Specialist I/II	34.55																			–
Landscape Architect	58.93																			–
Landscape Designer I/II	32.51																			–
Environmental Resource Sp	71.12																			–
Environmental Resource Sp	54.66																			–
Environmental Resource Sp	41.66																			–
Environmental Resource Sp	28.45																			–
Environmental Resource Te	40.64																			–
Engineering Itern	16.36																			–
TOTALS		960.0	100%	\$55.81	960.0	100%	\$55.81	154.0	100%	\$55.42	70.0	100%	\$47.16	510.0	100%	\$56.49	510.0	100%		19

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA

Local Public Agency

County

Section Number

Village of Buffalo Grove

Cook

20-00108-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 5 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	15.1 – FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (100%) –			15.2 – FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (100%) –			16 – LAND ACQUISITION SERVICES			17 – QA/QC			18 – PROJECT MANAGEMENT				
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.
Principal	78.00																	
Engineer VI	77.63																	
Engineer V	68.96	10	5.56%	3.83	10	5.56%	3.83	5	100.00%	68.96	40	100.00%	68.96	100	100.00%	68.96		
Engineer IV	57.14																	
Engineer III	46.69	30	16.67%	7.78	30	16.67%	7.78											
Engineer I/II	34.58	40	22.22%	7.68	40	22.22%	7.68											
Survey V	76.71																	
Survey IV	68.58																	
Survey III	60.45																	
Survey II	49.28																	
Survey I	36.40																	
Engineering Technician V	67.49	60	33.33%	22.50	60	33.33%	22.50											
Engineering Technician IV	53.01																	
Engineering Technician III	48.90																	
Engineering Technician I/II	22.69																	
CAD Manager	64.69	40	22.22%	14.38	40	22.22%	14.38											
CAD Technician II	48.01																	
GIS Specialist III	51.82																	
GIS Specialist I/II	34.55																	
Landscape Architect	58.93																	
Landscape Designer I/II	32.51																	
Environmental Resource Spec	71.12																	
Environmental Resource Spec	54.66																	
Environmental Resource Spec	41.66																	
Environmental Resource Spec	28.45																	
Environmental Resource Tech	40.64																	
Engineering Intern	16.36																	
TOTALS		180.0	100%	\$56.17	180.0	100%	\$56.17	5.0	100%	\$68.96	40.0	100%	\$68.96	100.0	100%	\$68.96	0.0	0%

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA

Christopher B. Burke Engineering, Ltd.
 Bernard Drive Culvert Replacement
 P.N. 66,072A - January 11, 2021

COST ESTIMATE
 Culvert Replacement
 Bernard Drive Improvements
 Buffalo Grove, Illinois

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	1.0	110.00	\$ 110.00
1.2	Utility Locator to Mark Private Underground Lines incl. Inside Existing Buildings	Cost + 10%	0	Est. 750.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	3,250.00	\$ 3,250.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	26	4.00	\$ 104.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	24	8.00	\$ 192.00
3.3	Unconfined Compressive Strength of Cohesive Soils or Torvane Shear Strength Measurement	Each	7	16.00	\$ 112.00
3.4	Dry Unit Weight Determination	Each	2	8.00	\$ 16.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	800.00	\$ 800.00
4.2	Senior Geotechnical Engineer to Consult or Attend Project Meetings	Hour	0.0	200.00	\$ 0.00
ESTIMATED TOTAL:					\$ 4,584.00
RECOMMENDED BUDGET:					\$ 4,600.00

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA and Engineering Agreements)

Christopher B. Burke Engineering, Ltd.
 Bernard Drive Culvert Replacement
 P.N. 66,072A - January 11, 2021

COST ESTIMATE
PIP EVALUATION FOR LPC-663 ANALYSIS

ITEM		UNITS	QTY	RATE	COST
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	Review the PESA and Select Samples for Analysis	Lump Sum	1.0	1,200.00	\$ 1,200.00
STEP 2: ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, SVOCs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	4	650.00	\$ 2,600.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$36/metal	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,642.00	\$ 0.00
2.5	Environmental Personnel to Screen Samples with PID	Hour	1	120.00	\$ 120.00
REPORTING SERVICES					
3.1	Professional Geologist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Preparation of the PSI Report	Each	1.0	2,000.00	\$ 2,000.00
3.3	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	600.00	\$ 0.00
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 SERVICES (STANDARD TAT):					\$ 6,420.00

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA and Engineering Agreements)

Christopher B. Burke Engineering, Ltd.
 Bernard Drive Improvements
 P.N. 66,071A - January 11, 2021

COST ESTIMATE
 Bernard Drive Improvements
 Arlington Heights to Buffalo Grove Roads
 Buffalo Grove, Illinois

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	6.5	110.00	\$ 715.00
1.2	Private Locator to Mark Secondary and/or Private Underground Utility Lines	Cost + 10%	0	Est. 750.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	11,400.00	\$11,400.00
2.2	Bit Wear - Per Inch of Asphalt Pavement	Inch	250	3.00	\$ 750.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	124	4.00	\$ 496.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	118	8.00	\$ 944.00
3.3	Unconfined Compressive Strength of Cohesive Soils or Torvane Shear Strength Measurement	Each	0	16.00	\$ 0.00
3.4	Dry Unit Weight Determination	Each	32	8.00	\$ 256.00
3.5	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	32	15.00	\$ 480.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Pavement Core Summary and Location Plan	Lump Sum	1	3,750.00	\$ 3,750.00
4.2	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	200.00	\$ 0.00
ESTIMATED TOTAL:					\$18,791.00
RECOMMENDED BUDGET:					\$18,800.00

Attachment: Local Public Agency Engineering Services Agreement (R-2021-14 : Bernard Drive IDOT LPA and Engineering Agreements)

SCOPE OF SERVICES PHASE II – DESIGN ENGINEERING SERVICES

Bernard Drive Reconstruction from Arlington Heights Road to Buffalo Grove Road Section No. 20-00108-00-RS

Christopher B. Burke Engineering, Ltd. (CBBEL) will complete Phase II Engineering Services for the improvement of Bernard Drive from Arlington Heights Road to Buffalo Grove Road. The project will be split into two sets of engineering plans east and west of Estate Drive. Anticipated Phase II work will include field surveys; preliminary, prefinal and final plans, specifications and cost estimates; coordination with permitting agencies, local communities and utility companies; soils analysis; box culvert, storm sewer and stormwater detention design; pavement life cycle cost analysis; sidewalk and ADA ramp improvements; a determination of temporary easement and the preparation of plats and legal descriptions and public involvement. Federal funds will be used for construction.

TASK 1 – SUPPLEMENTAL TOPOGRAPHIC & EXISTING RIGHT-OF-WAY SURVEY

CBBEL will perform topographic survey of the project area of proposed path alignment within the temporary Easements of 15 Parcels, Navajo Trail (from Bernard Drive to Buffalo Creek outfall, 2,600 LF), building location's with LAG's & Low Entry Elevations (6 to 9 residential Parcels at Bernard/Navajo Intersection), location & detail of eight (8) Lateral drainage structures (side yard/rear yard topographic survey not included in this task), and location & detail of 18 side yard Storm Sewer structures (side yard/rear yard topographic survey not included in this task). Following the utilization of the Gewalt Hamilton Associates (GHA), CBBEL will supplement with the following as needed:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will recover & tie into established/existing on-site control monumentation (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will recover & tie into established/existing on-site Benchmark monumentation (NAVD '88 Datum).
3. Field recon and survey to locate existing monumentation and boundary evidence.
4. Research at the Cook County Recorder's Office. Analyze Record and Field Data necessary to compute approximate right-of-way.
5. CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits. Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
6. Location of all trees of 6-inch caliper or greater to be surveyed within Project Area, & Tree Line only of forested areas. Provide tree size, location and elevation on survey.
7. Office calculations and plotting of field and record data.
8. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features.

9. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim elevations. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No JULIE Utility Survey Coordination is included in this task.
10. Office contouring of field data and one-foot contour intervals.
11. Drafting of an Existing Conditions Plan at a scale of 1"=20'

***NOTE: JULIE Utility Coordination, Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

TASK 2 – GEOTECHNICAL INVESTIGATION AND ANALYSIS

Testing Service Corporation (TSC) will complete a geotechnical investigation and analysis for the proposed pavement reconstruction and box culvert. For the roadway reconstruction, thirty-two (32) pavement cores, 10 feet deep for the pavement reconstruction and two (2) soil borings 50 feet in depth for the box culvert are being proposed. TSC will complete the Preliminary Environmental Site Assessment (PESA) completed in Phase I. Once updated, TSC will perform up to two soil borings and include analytical results from the borings in the Preliminary Site Investigation (PSI) report. The PSI will determine if the recognized environmental concern on the identified potentially impacted property will have the potential to affect the condition of the soil encountered during construction. TSC will then complete and stamp form LPC-663 for portions of the project where uncontaminated soils are identified. TSC will obtain one or two pre-certification letters from CCDD fill operations to include in the contract documents.

TASK 3 – DRAINAGE STUDIES

CBBEL will review data to be collected in Task 1 (Pick-Up Survey) and Task 2 (Geotechnical Investigation and Analysis).

The drainage studies will include:

- Finalize design of the White Pine Ditch culvert inverts and end treatments and required compensatory storage. No IDNR-OWR Permit is required since the drainage area is under one square mile.
- Design inlet spacing and laterals.
- Finalize storm sewer sizing based on inlet spacing.
- Include drainage for the Navajo Trail Outlet improvements which may be included into the GHA plan set.

Roadway reconstruction of Bernard Drive will include an urban section with curb and gutter collecting the pavement runoff. Bernard Drive has 5 outlets. Two of the outlets are directly tributary to White Pine Ditch, while the other three flow, via storm sewer, to Buffalo Creek. The proposed drainage improvement will generally include a full removal and replacement of existing storm sewers within the project limits, while maintaining the existing outfalls. The roadway reconstruction will require all new drainage structures at the new curb and gutter locations. The Phase I analysis included investigation of sensitive outlet locations, identified areas of flooding, and residential yard drainage.

There is a small volume of fill proposed within the White Pine Ditch floodplain. The fill will be compensated via culvert improvements with no extra grading required. Stormwater detention and runoff reduction volumes are not required per local ordinance, based on the proposed added impervious area of less than one acre.

TASK 4 – WETLAND STUDIES AND PERMITTING

CBBEL will obtain permits and other approvals needed for project construction from the following agencies: U.S. Army Corps of Engineers (USACE), State Historic Preservation Office (SHPO), Illinois Department of Natural Resources (IDNR), U.S. Fish and Wildlife Service (USFWS), Soil & Water Conservation District, Illinois Environmental Protection Agency (IEPA), and the Metropolitan Water Reclamation District of Greater Chicago (MWRD).

Before and during the permit review process, we expect to have meetings with the regulatory agencies and client. We also expect to have to prepare responses to comments received during the review process. We have included budget to cover the cost of submittal of two responses to comments. Time for meetings is covered under Task 5 – Coordination.

Task 4.1 - MWRD Watershed Management Permit (WMP) Application: A Watershed Management Permit (WMP) will be required from MWRD for the proposed project. CBBEL will prepare the necessary stormwater management calculations for the development in accordance with the Watershed Management Ordinance (WMO) regulations for roadway projects. CBBEL will also compile the information related to the existing and proposed conditions White Pine Ditch floodplain analysis, compensatory storage, stormwater conveyance, water quality requirements, outfalls, and culvert sizing. Permit submittal support documentation included in this task includes:

- Comply with WMO volume control and stormwater detention requirements. Verify that the final proposed added impervious area falls below the MWRD WMO threshold of 1 acre of added impervious area, and that detention and volume control are not required.
- Verify floodplain fill and compensatory storage calculations.
- Incorporate Best Management Practices with the project to satisfy water quality requirements for both the WMP and the USACE wetland permit.
- Complete riparian environment and wetland/buffer impact documentation and hydrologic analysis.

Task 4.2 – USACE Section 404 Clean Water Act Permit Application: It is anticipated that wetlands and waters of the US (WOUS) will be impacted as part of the proposed improvements. The required exhibits, specifications, data, and project information will be compiled and assembled in a Section 404 Clean Water Act (CWA) permit application package to the USACE and other regulatory/resource agencies, as necessary. CBBEL will coordinate development of the documents with the USACE and other project team members, as necessary. This task may require meeting with the USACE and other regulatory/resource agencies to coordinate permitting activities.

Based on the anticipated wetland and WOUS impact in the Phase I Project Development Report (PDR), this permitting scope includes the submittal of a Regional Permit application to the USACE. If the project cannot meet the conditions of a Regional Permit, an Individual Permit will be required. Preparation of an Individual Permit application will require a supplemental proposal to cover the cost of additional required tasks, including preparation of a request for Section 401 CWA Water Quality Certification.

The Section 404 CWA permit application requires historic preservation and endangered species compliance. Historic preservation and endangered species compliance will be completed under separate tasks.

Task 4.3 – Historic Preservation Coordination: Based on the Phase I Cultural Resources Review, IDOT’s Cultural Resources Unit made a “no historic properties affected” finding for the proposed improvements. CBBEL will coordinate with applicable regulatory agencies in Phase II, as necessary, to determine if additional coordination with the SHPO is required to comply with Section 106 of the National Historic Preservation Act and obtain the required CWA permits. This task includes a project notification submittal to the SHPO, if required.

Task 4.4 – Threatened and Endangered Species Coordination: Based on the Phase I Natural Resources Review for this project, Threatened and Endangered (T&E) species coordination was completed. However, T&E species clearances are typically valid for two years or less, and will likely need to be renewed during the permit process and prior to the start of construction. This task includes re-submittal to the agencies to update the project clearance through the IDNR Ecological Compliance Assessment Tool (EcoCAT) website and the USFWS Information for Planning and Consultation (IPaC) system. This task does not include a detailed search for T&E species.

Task 4.5 – Coordination with North Cook County Soil & Water Conservation District: This task includes preparation of a submittal to the North Cook County Soil & Water Conservation District to obtain approval of the Soil Erosion and Sediment Control Plan, if required by the USACE. Preparation of the Soil Erosion and Sediment Control Plan is included under a separate task.

Task 4.6 – Best Management Practice Design Assistance: CBBEL Environmental Resource Department Staff will assist the site civil engineer in the design of site Best Management Practices (BMPs) to minimize potential impacts to White Pine Ditch, Buffalo Creek, and downstream wetlands from stormwater pollutants. This assistance will include BMP options, preparation of concept BMP design, and preparation of short and long-term maintenance and monitoring plans, as needed.

Task 4.7 – Supplemental Tree Survey and Tree Mitigation Plan: CBBEL staff will perform supplemental tree survey (as needed) as part of Task 1 – Pick-Up Survey. As part of this task, all surveyed trees will be tabulated and evaluated with respect to species, condition, and form. CBBEL will work with the project team to evaluate potential corridor-wide tree impacts based on final engineering design and prepare a tree mitigation plan, including options to be considered if the design does not allow trees to be planted in the parkway. This task compliments Task 8 – Corridor Landscaping below.

Task 4.8 – Prepare the Storm Water Pollution Prevention Plan and Notice of Intent:

CBBEL will prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with Part IV of the General National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10. Please note the completion of this task will require narrative, Soil Erosion and Sediment Control Plans (to be completed under a separate task), and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP.

The SWPPP is part of the Notice of Intent (NOI) submitted to the IEPA to obtain coverage under the General NPDES ILR10 Permit. CBBEL will prepare a NOI to the IEPA for the proposed improvements. The NOI requires documentation of historic preservation and endangered species compliance. As previously stated, historic preservation and endangered species compliance will be completed under separate tasks.

TASK 5 – AGENCY/PUBLIC COORDINATION

CBBEL will lead the agency and public coordination effort. The Phase I project website will be kept live during Phase II Engineering. CBBEL will continue to maintain the project webpage from Phase I. This task includes overall agency outreach and stakeholder coordination for completion of the project. A focus of the agency/stakeholder coordination task will be to build on the coordination effort conducted during Phase I.

Task 5.1 – Agency Coordination

Email and 1-on-1 meetings will be utilized to coordinate with agencies. The following agency meetings (2 CBBEL attendees) are included:

- Regulatory Agencies (MWRD, USACE, etc.) (3)
- Buffalo Grove Board of Trustees (2)
- Buffalo Grove Contingency Meetings (1)

Task 5.2 – Stakeholder Coordination

Email and 1-on-1 meetings will be utilized to coordinate with project stakeholders. The following are included:

- Maintenance of project email address to field stakeholder comments throughout the project comments. This includes logging of the comment and providing a response with supporting project information. The Village will be informed of all comments received and consulted on appropriate responses.
- 1-on-1 meetings (2 CBBEL attendees) with project stakeholders. Included in this sub task are meetings (up to 16 meetings as described below) with:
 - Village of Buffalo Grove Board of Trustees meetings (2)
 - Buffalo Grove Park District (1)
 - Contingency Stakeholder meetings with individual property owners related to proposed acquisition and impacts, this includes the School District (2), CCDOTH (1) any additional (up to 10 meetings).

Task 5.3 – Project Updates

Project updates will be provided for the Village of Buffalo Grove Village Newsletter. Ten project updates will be provided. The project updates will also be posted on the project page

on the Buffalo Grove website. Any other relevant project information will be provided in a usable format to be posted on the project page.

Task 5.4 – Public Information Meeting

One public information meeting will be held for the project near the end of Phase II leading into Phase III to present the final design, drainage design, tree impacts, maintenance of traffic plan, and anticipated schedule.

Specific work tasks for both the Public Meeting include the following:

- Compile Mailing List (including Stakeholders and all adjacent property owners).
- Preparation of Public Meeting Brochures/Handouts.
- Preparation of Public Meeting Display Exhibits (Aerial Displays with final design, maintenance of traffic plan, and other displays as appropriate).
- Attendance at Public Meeting “Dry Run”.
- Secure location for Public Meeting site.
- Preparation of Public Meeting Display Ads content for release by the Village.
- Attendance at Public Meeting (3 CBBEL Staff).
- Preparation of record summaries of the Public Meeting which will include at a minimum copy of all notices, meeting materials, attendance lists, comments, and responses.
- Prepare a project FAQ to address most comments and individual response letters as needed.

TASK 6 – COORDINATION WITH NORTHWEST COUNCIL OF MAYORS

CBBEL will coordinate with the Northwest Council of Mayors for funding of the construction of the project in 2024. CBBEL will complete the required STP Quarterly Reports to the Council of Mayors.

TASK 7 – ASSISTANCE WITH FUNDING OPPORTUNITIES

CBBEL will assist the Village of Buffalo Grove with two rounds of Invest In Cook County and up to two other grants/funding opportunities (ie MWRD etc.)

TASK 8 – CORRIDOR LANDSCAPING

A major goal of the project will be to minimize removal of existing trees where possible, and to protect trees that are to remain. CBBEL will prepare concepts for the landscape plans for the corridor that will include replacement trees where practical, naturalized plantings, and BMPs for permanent erosion control. Concepts for the corridor landscaping will be developed to maintain and enhance the character of the existing landscaping throughout the corridor. Replacement tree species will be coordinated with the Village. Several architectural renderings will be prepared to clearly show the intent of the corridor landscaping plan for coordination with stakeholders for the project. Cost estimates will be developed and coordinated for cost participation with the Village if additional landscaping treatments are requested. If the Village desires a residential private property tree program as part of the project, CBBEL will draft the necessary language for an agreement with the residents.

TASK 9 – PLAT OF HIGHWAYS

Task 9.1 – Reconnaissance

CBBEL will field recon the project area in an attempt to discover sufficient right-of-way, property line and Section/Quarter line evidence within the project limits. Research will be performed at the Cook County Recorder's office to obtain record information to aid in the recovery of the above-mentioned right-of-way, property lines and Section/Quarter lines. This will include contingency costs of title searches for up to 15 properties.

Task 9.2 – Parcel Surveys

CBBEL will field locate all property and section\ quarter line evidence discovered during Task 1.1. CBBEL will also locate the existing buildings within the parcels affected by the proposed right-of-way takes and easements as required for Task 9.4.

Task 9.3 – Parcel Calculations

Utilizing the information and physical evidence found in Task 9.1 and 9.2, CBBEL will compute the location of the existing right-of-way, property lines and Section/Quarter lines along with the proposed take and easement lines for this project.

Task 9.4 – Drafting of the “Plat of Highway”

CBBEL will compile all the information gathered in Task 9.1 thru 9.3 on the “Plat of Highway” in a format suitable for submittal to and approval by IDOT.

Task 9.5 – Prepare Written Legal Description

CBBEL will prepare written legal descriptions of all permanent right-of-way takes and temporary easements suitable for submittal to and approval by IDOT.

Task 9.6 – Final Submittal and Revisions

CBBEL will submit hard and electronic copies of the Plat of Highway, Legal Descriptions and Title Reports for review and approval by IDOT and will make the necessary revisions to the Plat of Highway and Legal Descriptions after the review comments are received.

TASK 10 – REVIEW OF WATER MAIN ALIGNMENT AND SEWER LINING PROJECTS

CBBEL will review the alignment of the water main from the Bernard Drive Water Main Replacement proposed by Gewalt Hamilton Associates, Inc. (GHA) dated August 7, 2020 to determine conflicts and resolutions with the proposed storm sewer for the Bernard Drive Reconstruction project. This includes any necessary coordination in design with GHA's Bernard Water Main Replacement Project, GHA's Forest/Glendale Water Main Project and ERA's Stormwater Master Plan. Also, CBBEL will review the Village Sewer Lining Project to note conflicts and resolutions with the project.

TASK 11 – PRELIMINARY PLANS AND COST ESTIMATE (60%)

Based on the approved Phase I Preliminary Geometric Plans, CBBEL will prepare preliminary plans and an estimate of construction cost. Contract documents will be in accordance with IDOT federal letting standards and will be in English units. It should be noted that CBBEL will assume the project being constructed in two Stages. For the purpose of this proposal CBBEL has assumed the Phasing to be east and west of Estate Drive. It should be noted that CBBEL will prepare both stages up to the 60% plans and then split the project into the two separate projects.

Task 11.1 Preliminary Plans and Cost Estimate (60%) – Stage 1

The following drawings will be provided for preliminary review:

- | | |
|-----------|--|
| 1 Sheet | Cover Sheet <ul style="list-style-type: none"> ▪ IDOT format ▪ List of applicable Village and State Highway Standards ▪ Project location map |
| 2 Sheets | General Notes <ul style="list-style-type: none"> ▪ Include notes needed to clarify project's intent ▪ Index of sheets ▪ Commitments ▪ Utility Company and Village points of contact |
| 3 Sheets | Summary of Quantities |
| 2 Sheets | Typical Sections <ul style="list-style-type: none"> ▪ Including existing and proposed utilities ▪ Covers main line and crossroads ▪ Extend from ROW to ROW line |
| 4 Sheets | Alignment, Ties and Benchmarks <ul style="list-style-type: none"> ▪ Provides centerline alignment, horizontal and vertical control for the project ▪ Provides ties for the centerline alignment and control points. |
| 20 Sheets | Maintenance of Traffic (1"=20' plan sheets) 2 stages and sub stages <ul style="list-style-type: none"> ▪ General Notes ▪ Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns ▪ Temporary drainage ▪ Cross-sections at critical area will be provided to determine limits of construction and staging constructability ▪ TCP sheet with notes, speed limit, RWA locations, etc. ▪ Detour sheets |
| 4 Sheets | Existing Conditions and Removal Plans (1"=20' plan sheets) <ul style="list-style-type: none"> ▪ Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns ▪ Cross-sections at critical area will be provided to determine |

limits of construction and staging constructability

8 Sheets	Roadway Plan and Profile Sheets (1"=20' horizontal, 1"=5' vertical) - Existing and proposed plan view top, profile view bottom - Horizontal and vertical alignments - Existing edges of pavement, medians, C&G, shoulders, driveways, lighting, signing, signals, guardrails, structures, etc. - All existing storm sewers, crossroad culverts, manholes, catch basins, inlets, headwalls, ditches, pump stations, etc. - Station, offset, and elevation callouts to proposed elements - All known utilities plotted as accurately as possible including horizontal and vertical locations - Identification, sizes and appurtenances on existing topography, proposed geometry, existing drainage, proposed drainage - Edges of pavement, C&G, medians, driveways, sidewalks, retaining walls, structure locations, and identifications, etc.
8 Sheets	Drainage Planned Path Sheets (1"=20')
8 Sheets	Multi Use Path Plan and Profile (1"=20')
4 Sheets	Pavement Marking, Signing, and Landscaping Plans (1"=50' plan sheets)
8 Sheets	Erosion and Sediment Control Plans and Details (1"=50' plan sheets) 2 stages - Will show erosion and sediment control for the main construction stages - ECP sheet with disturbed area, drainage basin map, notes, quantities, etc.
16 Sheets	Sidewalk Curb Ramp Details (1"=5' plan sheets) Provide detailed horizontal and vertical for the curbed ramp details
2 Sheets	Compensatory Storage Grading Plans Existing and proposed contours
8 Sheets	Box Culvert Structural Plans
7 Sheets	Construction Details (project specific)
30 Sheets	Cross-Sections - At a scale of 1" = 5'-0" horizontal and vertical - At 50' intervals - At all entrances to verify easement need and constructability (satisfactory grades) - At all proposed drainage structures

- All known utilities plotted and proposed ditching sufficiently complete to allow identification of utility conflicts
- Existing topography including drainage within the ROW shown on the nearest cross section

8 Sheets IDOT D1 Standards

20 Sheets IDOT Standards

Estimated 163 Total Sheets

An estimate of construction cost will be submitted along with the preliminary plans to the Village, CCDOTH (detour route) and IDOT for review. The cost estimate will have costs broken out for items that will have cost sharing with the local municipalities.

Task 11.2 – Preliminary Plans and Cost Estimate (60%) – Stage 2

The following drawings will be provided for preliminary review for Stage 2:

- | | |
|-----------|--|
| 1 Sheet | Cover Sheet <ul style="list-style-type: none"> ▪ IDOT format ▪ List of applicable LCDOT and State Highway Standards ▪ Project location map |
| 2 Sheets | General Notes <ul style="list-style-type: none"> ▪ Include notes needed to clarify project's intent ▪ Index of sheets ▪ Commitments ▪ Utility Company and Village points of contact |
| 3 Sheets | Summary of Quantities |
| 3 Sheets | Typical Sections <ul style="list-style-type: none"> ▪ Including existing and proposed utilities ▪ Covers main line and crossroads ▪ Extend from ROW to ROW line |
| 4 Sheets | Alignment, Ties and Benchmarks <ul style="list-style-type: none"> ▪ Provides centerline alignment, horizontal and vertical control for the project ▪ Provides ties for the centerline alignment and control points. |
| 20 Sheets | Maintenance of Traffic (1"=20' plan sheets) 2 stages and sub stages <ul style="list-style-type: none"> ▪ General Notes ▪ Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns ▪ Temporary drainage ▪ Cross-sections at critical area will be provided to determine limits of construction and staging constructability ▪ TCP sheet with notes, speed limit, RWA locations, etc. ▪ Detour sheets |

4 Sheets	Existing Conditions and Removal Plans (1"=20' plan sheets) - Will show the traffic control and staging of the work that minimizes the disturbance to existing traffic patterns - Cross-sections at critical area will be provided to determine limits of construction and staging constructability
8 Sheets	Roadway Plan and Profile Sheets (1"=20' horizontal, 1"=5' vertical) - Existing and proposed plan view top, profile view bottom - Horizontal and vertical alignments - Existing edges of pavement, medians, C&G, shoulders, driveways, lighting, signing, signals, guardrails, structures, etc. - All existing storm sewers, crossroad culverts, manholes, catch basins, inlets, headwalls, ditches, pump stations, etc. - Station, offset, and elevation callouts to proposed elements - All known utilities plotted as accurately as possible including horizontal and vertical locations - Identification, sizes and appurtenances on existing topography, proposed geometry, existing drainage, proposed drainage - Edges of pavement, C&G, medians, driveways, sidewalks, retaining walls, structure locations, and identifications, etc.
8 Sheets	Drainage Plan and Profile Sheets (1"=20')
4 Sheets	Navajo Trail Drainage Plan and Profile (1"=20')
8 Sheets	Multi Use Path Plan and Profile (1"=20')
4 Sheets	Navajo Trail Path Plan and Profile (1"=20')
4 Sheets	Pavement Marking, Signing, and Landscaping Plans (1"=50' plan sheets)
8 Sheets	Erosion and Sediment Control Plans and Details (1"=50' plan sheets) 2 stages - Will show erosion and sediment control for the main construction stages - ECP sheet with disturbed area, drainage basin map, notes, quantities, etc.
16 Sheets	Sidewalk Curb Ramp Details (1"=5' plan sheets) Provide detailed horizontal and vertical for the curbed ramp details
7 Sheets	Construction Details (project specific)
30 Sheets	Cross-Sections At a scale of 1" = 5'-0" horizontal and vertical

- At 50' intervals
- At all entrances to verify easement need and constructability (satisfactory grades)
- At all proposed drainage structures
- All known utilities plotted and proposed ditching sufficiently complete to allow identification of utility conflicts
- Existing topography including drainage within the ROW shown on the nearest cross section

8 Sheets IDOT D1 Standards

20 Sheets IDOT Standards
Estimated 162 Total Sheets

An estimate of construction cost will be submitted along with the preliminary plans to the Village and IDOT and the local municipalities for review. The cost estimate will have costs broken out for items that will have cost sharing with the local municipalities.

TASK 12 – BOX CULVERT DESIGN

The existing culvert at White Pine Ditch will be replaced with an 8'x 6' precast concrete culvert. CBBEL will develop the final plans which will include general plan & elevation, end section and headwall details, stage construction details, and any additional general notes and details related to the culvert construction. This culvert will have mammal passage shelves cast inside of the culvert on both sides to accommodate wildlife crossings. CBBEL assumes the culvert will be completed in two stages. It is anticipated that a temporary bypass culvert will be installed to the west of the existing culvert to maintain flow of the creek during construction of the proposed precast box culvert. CBBEL will complete all structural quantity estimates and provide all necessary IDOT special provisions, guide bridge special provisions or project specific structural special provisions.

TASK 13 – UTILITY COORDINATION

Once the utilities have verified the location of their facilities, CBBEL will identify potential conflicts, and will set up meetings to discuss necessary utility relocations or plan adjustments. The scheduling of the necessary utility relocation work will also be reviewed in the coordination meetings. We anticipate six meetings with individual utility companies will be required.

Proposed utility relocations determined through coordination will be shown in plan view, profile view, and on cross sections. CBBEL will coordinate the design with utility companies and provide CADD files to utility companies when requested. CBBEL will review utility relocation plan permit submissions.

TASK 14.1 – PRE-FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (90%) – STAGE 1

Based on comments provided by the Village and IDOT, the permitting agencies, and coordination with utility companies, CBBEL will submit pre-final construction documents for review. CBBEL will write a separate disposition of comments to address each reviewing agency's preliminary comments. The cost estimate will identify federal funding codes, identify non-federal items, and breakout costs for local participation.

Additionally, specifications, pay items, standards, and permitting regulations will be updated prior to submitting Pre-Final plans to IDOT.

TASK 14.2 – PRE-FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (90%) – STAGE 2

Based on comments provided by the Village and IDOT, the permitting agencies, and coordination with utility companies, CBBEL will submit pre-final construction documents for review. CBBEL will write a separate disposition of comments to address each reviewing agency's preliminary comments. The cost estimate will identify federal funding codes, identify non-federal items, and breakout costs for local participation.

Additionally, specifications, pay items, standards, and permitting regulations will be updated prior to submitting Pre-Final plans to IDOT.

TASK 15.1 – FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (100%) – STAGE 1

CBBEL will finalize the contract documents based on the pre-final review and current standards and pay items. The requested number of copies of plans and specifications will be submitted to the Village and IDOT. A final estimate of construction cost and estimate of required working days will also be submitted. Final bid documents shall be provided in IDOT format for a state letting.

TASK 15.2 – FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE (100%) – STAGE 2

CBBEL will finalize the contract documents based on the pre-final review and current standards and pay items. The requested number of copies of plans and specifications will be submitted to the Village and IDOT. A final estimate of construction cost and estimate of required working days will also be submitted. Final bid documents shall be provided in IDOT format for a state letting.

TASK 16 – LAND ACQUISITION SERVICES

CBBEL will retain Mathewson Right of Way Company to perform land acquisition services for the project. These services will include appraisals, review appraisals, negotiation services, closing/certification and project management for the project. The timing of this work will be discussed at the Local Agency Kickoff Meeting.

Testimony in court by the appraiser, review appraiser, and negotiator as witness on behalf of Buffalo Grove, if applicable, during eminent domain trials is not included in this proposal.

It is anticipated that some changes to the plans will come out of the land acquisition negotiation process. CBBEL will provide support during the land acquisition process including revisions to the construction documents and meetings with property owner as needed.

It is estimated that approximately 15 parcels will be affected.

TASK 17 – QA/QC

The CBBEL QC/QA plan emphasizes an integrated project development process, with a guiding principal to ensure cost effective and practical infrastructure management that advocates a safe, constructible and cost-effective design solution that minimizes change orders and schedule delays.

The QC/QA Manager will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Pre-Final and Final Plan format and content

The Project Manager manages the overall project quality control's process and, through the QC/QA Manager, assigns qualified senior quality reviewers for pending deliverables as required.

TASK 18 – PROJECT MANAGEMENT

This task will include overall project administration and work force planning/allocation. This task also includes development of monthly progress reports which will be submitted to the Village each month in conjunction with submittal of project invoices.



Ordinance No. O-2021-32 : Replacement Aerial Truck

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Manager be authorized to purchase a replacement Aerial Lift Truck through Sourcewell, formerly known as the National Joint Powers Alliance program, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$153,283. The project will be funded through the capital replacement fund and is in the 2021 budget.

ATTACHMENTS:

- Aerial Memo (DOCX)
- MChappell(0302)60RM Buffalo-SW (PDF)
- Acceptance and Award-Terex 012418 (PDF)
- Aerial Lift Joint Purchase Ordinance (DOCX)

Trustee Liaison

Pike

Staff Contact

Brett Robinson, Finance

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021
TO: Dane Bragg, Village Manager
FROM: Josh Wallace, Fleet Manager
SUBJECT: Department of Public Works Fleet Replacement

Recommendation

Staff recommends that the Village Manager be authorized to purchase a replacement Aerial Lift Truck through Sourcewell, formerly known as the National Joint Powers Alliance program, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$153,283.

Background

The approved 2021 budget includes the replacement of unit 473 currently assigned to the Forestry Section. The Forestry Section continues to use these vehicles to perform both emergency and non-emergency tree trimming, holiday lighting installation.

Unit 473 a 2004 GMC C7500 truck equipped with aerial lift equipment. Currently the odometer is showing 19,865 miles, and 9,370 hours on the drive line. This unit, is still in regular service, and was scheduled for replacement in 2019 and was deferred two years.

The replacement vehicle will be 2022 Freightliner M2 106 (XT60 Pro) up-fitted with aerial lift equipment as detailed in the attached Quote.

The expected lead-time for the replacement vehicle is approximately 7 months. If the replacement is approved the plan at this time is to sell 473 at auction for asset recovery when the replacement is delivered.

Attachment: Aerial Memo (O-2021-32 : Replacement Aerial Truck)



12660 East Lynchburg Salem Turnpike, Forest, VA 24551
Phone: 434-525-2929 – Fax: 434-525-0917

9.F.b

Date: 03-31-2021
Sales Quote: MChappell(0302)60RM Buffalo-SW
QR-022162
Quote Valid: 30 Days or Availability
Sales Rep: Michael Chappell
(mchappell@customtruck.com)
224-808-0458

Sourcewell Contract: 012418-TER
Quote Number: QU10326
Terms: NET 20 DAYS
Delivery: 20-26 WEEKS
Sourcewell Contract: 012418-TER

Company: VILLAGE OF BUFFALO GROVE
Contact: Tom Milas
Address: 50 RAUPP BLVD
City, State: BUFFALO GROVE, IL 60089
Phone: (847)459 2500
E-Mail: tmlas@vbg.org

List Price: \$154,723.00
FCA, Buffalo Grove, IL: Delivery Included
Base Line Price: \$153,038.00
Sourced Features: \$245.00
Grand Total: \$153,283.00

FREIGHTLINER XT60 PRO REAR MOUNT UNDER CDL

2022 Freightliner M2 106 (Painted White)
Cummins ISB Diesel, 220 HP
Block Heater
111" CA
Allison 2500 Series Automatic Transmission
Air Brakes with Heated Air Dryer
Driver Controlled Exhaust Brake
12,000 lb. Front Axle, 21,000 lb. Rear Axle
Factory De-Rated to 26,000 lb. GVWR, Under CDL
Aluminum Cab & Fuel Tank (Reduced Weight)
LH and RH Grab Handles
Dust/Bug Screen Mounted Behind Grill
Cruise Control
Air Conditioning
High Back Non-Suspension Driver's Seat
2-Man Toolbox Mid-Back Non-Suspension Passenger Seat
Weather Band AM/FM/AUX/USB/Bluetooth Radio
Dash Mounted PTO Hour Meter
Pre-Trip Lamp Inspection Switch
Mud Flaps

Custom Flat Deck Body (Painted Black)

(4) LED Flush Mounted Amber Oval Strobes Mounted in Side of Deck, Rear:
Forward of Marker Light, Front: Aft of Marker Light (wired with operation
of OEM 4-points)

(2) LED Oval Strobes, (1) Each Side Over Hydraulic Control Openings, LH
White, RH Amber, Flush Mounted in Rear Deck Plate (wired with
operation of OEM 4-points)

(1) 6" Round LED Flood Light Mounted Rear Top Center of Toolbox, Rear
Facing, Wiring Protected with Electrical Conduit, Driver Controlled Wired
Key-On

34", 3-Door thru Box Assembly, Stainless Latches, (2) Keyed Padlocks
Included (Painted White)

Toolbox Plumbed with Air Shut-Off and 25' of Air Line

Slide Master Brand SM3-SP Telescoping Cargo Handler Mounted Bottom
Toolbox Shelf, 72"D x 28" W, Pull to Curbside, Full Length Slide Lock, with
3/16" Aluminum Tray (Frame Powder Coated Black)

LED Toolbox Interior Lighting Inside of Door Jambs, Wired Key-On, Driver
Controlled

(1) "Horseshoe" Grab Handle Mounted RH Top of Toolbox for Cab Guard
Access (Painted Yellow)

(1) 60"W x 36"H x 18"D LH Top-Side Mounted Toolbox, Single Latch, "Barn
Doors" with Full Width Shelf at 17" from Bottom, Stainless Latches, Keyed
same as Toolbox (Painted White)

Spring Loaded Cab Guard (Painted Black)

(2) LED Wireless Controlled Go-Lights Fixed-Mounted Under Cab Guard in
Front of Front Supports, Wired Key-On

(2) LED Oval Strobes, (1) Each Side, LH Amber, RH White, Mounted Rear-
Facing Under Cab Guard (wired with operation of OEM 4-points)

Single Shaft Cone Holder Mounted Vertically on Driver Side Outtrigger
(Painted Black)

(2) Wheel Chocks with Underbody Storage (Painted Black)

Trailer Brake Controller

6-Prong & 7-Way RV Trailer Socket

PTO with Electric Dash Switch Installed in Cab

Rear Bumper (Painted Black) Flush with Back of Truck (PH30 Pintle Exposed)

~~DELETE~~ Rear Hitch Security System

Heavy Duty Front Construction Bumper (Painted Black)

All Lights on Body Package to be LED

Lighting Kit to Meet FMVSS #108 Standards

4-Point LED Strobe Package

(2) LED Oval Strobes, RH Amber, LH White, Mounted in Top of Cab Grille
(wired with operation of OEM 4-points)

(2) LED Oval Strobes, RH White, LH Amber, Mounted Top of Bumper, Even
with Grille Mounted Strobes, not to Interfere with Opened Hood (wired
with operation of OEM 4-points)

2.5 lb. ABC Fire Extinguisher

Triangle Reflector Kit

Back-Up Camera Installed, Camera Mounted Under Rear License Plate,

Screen Mounted Front Center of Roof, Not to Impede View of Windshield

DOT Inspection

Parking Brake Interlock

Road Tested and Safety Inspected

Attachment: MChappell(0302)60RM Buffalo-SW (O-2021-32 : Replacement Aerial Truck)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-TER

Proposer's full legal name: Terex Utilities Inc.

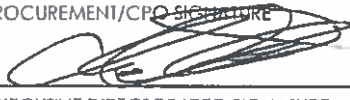
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


 NJPA DIRECTOR OF COOPERATIVE CONTRACTS
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
 (NAME PRINTED OR TYPED)


 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
 (NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-TER

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Terex Utilities

Authorized Signatory's Title Vice President


 VENDOR AUTHORIZED SIGNATURE

James M. Lohan
 (NAME PRINTED OR TYPED)

Executed on March 15, 2018

NJPA Contract # 012418-TER

Attachment: Acceptance and Award-Terex 012418 (O-2021-32 : Replacement Aerial Truck)

Form C**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Terex Utilities Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
G	6.23.1.1	Added - In accordance with ISO standard forms	NJPA accepts.
G	6.26	Added - except for the negligence and willful misconduct	NJPA accepts.
B	8.8	Added - No party shall be liable hereunder for incidental, indirect or consequential Damages, even if advised of the possibility thereof.	NJPA accepts.

Proposer's Signature: *Stephen E...*Date: 1/23/2015**NJPA's clarification on exceptions listed above:**

Review and Approved:

[Signature] 3-1-15
 NJPA Legal Department



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

JANUARY 25, 2018 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #012418

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

RFP Timeline

December 7, 2017	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
January 9, 2018 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
January 17, 2018	Deadline for RFP questions.
January 24, 2018 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
January 25, 2018 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

TABLE OF CONTENTS

1. **DEFINITIONS**
 - A. Contract
 - B. Proposer
 - C. Sourced Good of Open Market Item
 - D. Vendor
2. **ADVERTISEMENT OF RFP**
3. **INTRODUCTION**
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. **PRICING**
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/ Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/ Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
 - L. Shipping
6. **EVALUATION OF PROPOSALS**
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
 - E. Cost Comparison
 - F. Marketing Plan
 - G. Certificate Of Insurance
 - H. Order Process and/or Funds Flow
 - I. Administrative Fees
 - J. Value Added
 - K. Waiver of Formalities
7. **POST AWARD OPERATING ISSUES**
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. **GENERAL TERMS AND CONDIITONS**
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Licenses
 - J. Material Suppliers and Sub-Contractors
 - K. Non-Wavier of Rights
 - L. Protests of Awards Made
 - M. Suspension or Disbarment Status
 - N. Affirmative Action and Immigration Status Certification
 - O. Severability
 - P. Relationship of Parties
9. **FORMS**
10. **PRE-SUBMISSION CHECKLIST**
11. **PRICE & PRODUCT CHANGE REQUEST FORM**
12. **APPENDIX A**
13. **APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)**
14. **APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)**

1. DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 **ADVERTISEMENT OF RFP**

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 **INTRODUCTION**

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**.

3.17 Additional Scope Definitions: In addition to **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**, this solicitation should be read to include, but not to be limited to:

3.17.1 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):

3.17.1.1 telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms; and,

3.17.1.2 derricks, diggers, pole jacks, and cable placers, stringers, tensioners, pullers, and reels.

3.17.2 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track), trenchers, directional drilling, thrust, and boring machines, pipeline drills, and soil piercing tools.

3.17.3 Equipment offering a combination of the functions described in subsections 3.17.1 and 3.17.2.

3.17.4 Pumps equal to or exceeding 20HP, such as mud pumps, trash pumps, diesel-driven/hydraulic-driven/electrically-driven centrifugal pumps, and other pumps used in municipal applications such as lift stations, sewage treatment, water treatment, collection systems and dewatering. (A pump proposal may include pump models under 20HP so long as those offerings are incidental to a primary offering of 20HP or higher models.)

3.17.5 Chassis-mounted, trailer-mounted, or skid-mounted hydro and/or vacuum excavators for the purpose of utility (gas, electric, water or telecom) infrastructure installation, but not for the purpose of sewer cleaning, catch basin cleaning, jet rodding/jet flushing, wet well/lift station cleaning or storm line cleaning (See NJPA RFP #122017).

3.17.6 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.6.1 This solicitation should NOT be construed to include any of the following:

- a. heavy construction equipment (see NJPA RFP #032515);
- b. skid steers or excavators (see NJPA RFP #042815);
- c. trailers (see NJPA RFP #052015);
- d. sewer vacuum, hydro-excavation or street sweeping and broom equipment (See NJPA RFP #122017);
- e. truck chassis-only proposals (see NJPA RFP #081716) or,
- e. ag tractors (see NJPA RFP #021815).

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry

standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "Hold for Proposal Opening," and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. NJPA documents the receipt of proposals by immediately time- and date-stamping them. At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

1. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

54 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. The estimated annual value of this contract is \$65 Million.

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the

scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 Price increases: A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

56 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and ~~broad form~~ contractual liability and XCU coverage. In accordance with ISO Standard Forms.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does

not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds except for their negligence and willful misconduct under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in

this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing

documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8.1 ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law. No party shall be liable hereunder for incidental, indirect or consequential damages, even if advised of the possibility thereof.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the

Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: Terex Utilities Inc. Questionnaire completed by: Nick Cammisa

Please identify the person NJPA should correspond with from now through the Award process:

Name: Nick Cammisa E-Mail address: nick.cammisa@terex.com

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Terex Utilities, Inc.
 500 Oakwood Road
 Watertown, SD 57201
 Utilities.info@terex.com

Federal Tax ID: 93-0557703

Phone: 605-882-4000

- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES industry.

Terex Utilities, founded in 1945 with the advent of the groundbreaking Tel-E-lect digger derrick, has been rooted in the growth and maintenance of this nation's utility infrastructure for well over 70 years. We've seen the good times and the bad and through it all, we've been there for you. We've listened to you when you've approached us with problems that you run into during your daily operations and have turned them into workable solutions for you...throughout your good times and your bad times.

Now, as we're traveling together into the 21st century, we are proud to be a part of the next exciting phase of providing you with state-of-the-art solutions steeped in the tradition of those people that built the power and communication grid... hard-working and inventive

Digger Derrick Development

The 50's and 60's saw three innovations were introduced that are still in use today - the Rite-Way auger storage bracket, PG (pole grabbing) winch, and the hydraulic collector block. With the latter, for the first time digger derricks could rotate continuously and without restriction making them a much more versatile machine.

The Telecon (TElectrECONomy) was introduced which allowed a digger to be mounted on a smaller, lighter and more maneuverable chassis. The Commander I Series digger derrick was developed featuring two innovations that are still used as the standard today, box constructed booms and dual lift cylinders. Also we developed and introduced the

first fiberglass third section built to eliminate pin-on third sections. We can't rest on our laurels however, and we're continuing to lead innovations today.

Aerial Device Development

The 70's, 80's and early 90's saw us broadening our equipment offerings to include aerial devices. The first was named the "Zip Boom" family and consisted of a telescopic aerial and a articulated aerial. A unique fiberglass boom manufacturing process was developed resulting in the Tele-Glass boom. 1992 was a pretty big advancement for us in the aerial device product category as we added one of the best known names to our family – Hi-Ranger. The name still arouses passion and continues to be used as a model designation for all of our aerial devices today. Right on the heels of that announcement was the introduction of the hydraulic lift which allowed aerial devices to add height to the working envelope without adding additional boom length by elevating the complete aerial device 15' higher. We've since added different configurations and heights which gives our products exceptional flexibility. And, of course, we're not done!

Auger Drills & Auger Tooling Development

We continue to develop our business from the ground up. Not only product development but through research, design, safety and our service channels. As with the recent addition of Auger Drills and Auger Tooling, we continue to expand into markets for continued growth. Compact and powerful Terex Auger Drills offer a wide range of drill speeds and the highest drill torque per class. In addition, Terex offers a vast line of auger tools for hard rock, dirt, and high production drilling, as well as coring systems, pilots, bits, hubs, boring heads, and shank plates.

Today, we operate around the globe and we are properly positioned to help you even more. With our products, our innovations and our commitment to being right beside you, we look to partner with you into the next century . . . and beyond!

Terex Utilities works for you by listening, responding and delivering solutions with speed. We understand your challenges. We have a diverse team of people who are committed to delivering reliable equipment to you. We work to develop innovative technology and services quickly. All of this is in an effort to find solutions that allow you to work more efficiently.

- 3) Provide a detailed description of the products and services that you are offering in your proposal.

Insulated Aerial Devices, Digger Derricks, Auger Drills, Repair Service, Inspections, Parts and accessories

- 4) What are your company's expectations in the event of an award?

Terex will provide a quality product, with support and service after the sale.

- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.

NYSE ticker symbol: TEX

<https://terexcorp.gcs-web.com/static-files/83962410-15c4-45eb-ac3b-6c9b3337fcc2>

<https://terexcorp.gcs-web.com/static-files/77c3f080-bbe3-410c-856a-f5e23fa53d50>

* Files from the links provided with response as well

- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?

We believe our market share to be approximately 31% in the utility market. This is based on in-house data projections. We sell into Canada with about 60% market share there. We also sell in Europe, South America, China, and India with predominate market share in most of these countries.

- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

No

- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
- b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

Terex Utilities is a leading manufacturer of utility equipment. We are also a large provider of service and parts for the utility equipment industry.

We have a network of factory direct Account Managers across the majority of the United States with the exception of New England States and Florida. In these two areas we work through distributors. In the Canadian market we have long term distributors providing the same services Terex provides in the states.

- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

ISO9001:2008 certified since 1997



- 10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.

We do not have any.

- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Terex Utilities can provide multiple types of equipment and services to NJPA members. We are a dealer for multiple service body manufactures and can upfit these at multiple locations across the US and Canada. We also tailor a service and inspection programs to maintain a safe operating fleet.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.

- Forbes' "The Just 100: America's Best Corporate Citizens in 2016!"
- Arbor Age A+ New Products Award for the XT PRO Series of Tree Trimmers
- Construction Equipment Top 100 Winner for the Hi-Ranger LTM Series

- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

City of Longmont
350 Kimbark St
Longmont, CO 80501
Kevin Rademacher
(720) 323-2195

Seattle City Light
3613 4th Ave South
Seattle, WA 98134
Dustin Atkin
(206) 459-3446

City of Tacoma
3628 S 35TH St
Tacoma, WA 98409
Don Ashmore
(253) 502-8575

Grant County PUD
154 A St.
Ephrata, WA 98823
Mike Phelps
(509) 754-0500

City of Wilson
1800 Herring Ave
Wilson, NC 27894
Donnie Page
(252) 399-2289

City of Rocky Mount
628 Albemarle
Rocky Mount, NC 27804
Randy Coggin
(252) 343-3196

City of Milford
180 Vicker Dr

Milford, De 19963

Richard Carmean

(302) 422-1110

City of Arlington

1011 West Main

Arlington, TX 76013

Ricky Williams

(972) 748-8915

City of Burleson

725 S. E. John Jones Drive

Burleson, TX 76028

Jay Hutchinson

(817) 781-5998

Northern Neck Electric

85 St. Johns St

Warsaw, VA 22572

Jim Moss

(804) 333-0353 Ext. 6129

- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

Our top five governmental or educational customers include:

1. Seattle City Light (Municipality) supplied and supplying distribution aerial and digger derrick devices.
2. Washington State DOT (State), supplied and supplying distribution aerial devices.
3. Tennessee Valley Authority (Federal Government) supplied transmission aerial devices
4. City of Tallahassee (Municipality) supplied distribution aerial devices.
5. Los Angeles Department of Water and Power (Municipality) supplied distribution aerial devices.

- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

In the past three years Terex Utilities percent of sales sold to government entities is approximately 15% of our total sales.

- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Terex Utilities participates in several cooperative purchasing contracts including DES Master Contract (WA), Ohio STS, and NJPA. While exact sales dollars is confidential, cooperative purchasing has increased incrementally each of the last 3 years.

- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Terex Utilities is part of the Terex Corp GSA contract and it is administered through Terex Government Services. Our contract # is GS-30S-0016T. While exact sales dollars is confidential, products purchased through GSA have remained steady over the last 3 years.

Proposer's Ability to Sell and Deliver Service Nationwide

18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

- Sales force.
- Dealer network or other distribution methods.
- Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

Terex Utilities, along with distributors and rental partners Commercial Truck Equipment, JA Kiley Company, NESCO, Ring Power, Scott Powerline, Utility One Source (UOS) and Wajax continue to create the most comprehensive sales, rental and service offerings across North America for electric utility customers.

Our combined investments have an expansive network with a footprint of 20 factories and final-stage manufacturing locations, 60 service centers and 240 mobile hydraulic technicians – all working together to support our customers with shorter lead times on new equipment, outstanding rental availability, and the right parts and service support when and where they need it.

We are committed and engaged with our partners to listen, understand and quickly provide innovative solutions for electric utility customers.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 240 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts.

From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.

Our Service locations:

Terex Utilities			Distributors	
Seattle 206.764.7625	North Little Rock 501.943.6186	Bourbon 574.342.8086	Commercial Truck 877.915.9148	
9420 - 8 th Avenue Seattle, WA 98108	309 Dixie Street North Little Rock, AR 72114	4478 Lincoln Hwy West Bourbon, IN 46504	11199 48 St SE Calgary, AB T2C 5H4, Canada	
Portland 503.626.8611	Birmingham 205.841.6411	Waukegan 262.567.8568	Wajax Equipment 919.833.2542	
12805 SW 7 th Place Tigard, OR 97223	4129 Lawlors Road Birmingham, AL 35207	14 W22810 Ethelwood Rd Waukegan, WI 53186	815 Trillium Drive Kitchener, ON N2R 1J9, Canada	
Shelton 203.342.7164	White House 615.672.4911	Shakopee 652.448.1555	Wajax Equipment 458.681.3727	
2610 Lychoning Way Shelton, CT 06204	300 Edus Way White House, TN 37189	12545 Hwy 41 Frontage Rd Shakopee, MN 55379	2000 Rue John-Molson Laval, Quebec H7T 0E4, Canada	
Pasadena 909.585.5234	Charlotte 704.654.3303	Watertown 603.882.3004	Wajax Equipment 867.863.7222	
8594 Cherry Avenue Pasadena, CA 92313	11945 Goodrich Drive Charlotte, NC 28273	1901 14 th Avenue NW Watertown, SD 57201	151 Thornhill Drive Dartmouth, NS B3B 1S2, Canada	
Phoenix 602.758.8462	Glen Allen 804.732.3811	Denver 303.582.8064	James A. Kiley Co. 704.634.3563	
4920 W. Magnolia Street Phoenix, AZ 85043	11073 Washington Hwy Glen Allen, VA 23069	18000 E. 23 rd Avenue Aurora, CO 80011	15 Linwood Street Secaucus, NJ 07094-2188	
Ft Worth 817.658.8585	Thomsonville 717.658.1444	Field Service 608.882.1301	Ring Power Co. 804.737.7726	
1300 S. Sylvania Avenue Ft Worth, TX 76111	5275 Lincoln Hwy West Thomsonville, PA 17364		500 World Commerce Pkwy St. Augustine, FL 32091	
San Antonio 214.476.7777	Midvale 238.722.6388			
142 Gochler Road San Antonio, TX 78219	1175 Industrial Parkway Midvale, OH 44256			

- More than 60 Mobile Service Technicians
- Centrally managed and dispatched
- 8 Regional Coordinators
- GPS tracking
- Stock high usage parts and consumables
- Parts, Tech and Warranty Support
- FPS Certified Technicians*
- Certified Welding Technicians*



Mobile Field Services Hotline:
800-292-1931

*Not available in all areas

Terex Services offers a wide range of services and solutions in the Utility Market

Training

Operator training for all types of utility equipment
The Edge – Terex Utilities online operator training
NCCCO Certification for Digger Derrick Operators

Safety Inspections

- DOT/ANSI Inspections and Compliance
- 5-year Inspections
- Dielectric Testing

Preventative Maintenance

- Perform all levels of routine service work – 30, 60 and 90 day, annual

Repairs

- Warranty Work
- Hydraulic Repair
- Certified Welding

Custom Up fits

- Truck Bodies
- Off-road custom builds
- Specialty Tool and Hardware Installation

Rebuilds and Transfers

- Overhauls
- Refurbishment

- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

Our sales and service network covers from coast to coast in the US and all the population centers of Canada.

- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Third parties are utilized for both Hawaii and Alaska

Hawaii

DMS Diesel Repair, LLC

24 Railroad Ave

Hilo, HI 96720

Alaska

Seaside Diesel Repair

5741 Concrete Way

Juneau, AK

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

NJPA is a valuable resource for Terex Utilities and our dealer network. Once the contract is awarded communications will go out internally to our factory direct team as well as our dealer network. Although many on our factory direct team are aware of the NJPA sales process we will schedule updated training via webinar, conference calls and national sales meetings. This same process will be used to train our dealer network in the US and Canada.

- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

Our Marketing strategy would be to assign ownership to an Account Manager who would take the lead role and provide direction to other Sales people located in areas where we expect to have the most interaction.

- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Terex Utilities currently has a Twitter account (www.twitter.com/TerexUtilities) and Facebook account (www.Facebook.com/TerexUtilities). We use both outlets to post articles and information about our products and services.

Another tool we use is Pardot, which allows us to create, deploy and manage online marketing campaigns. Through our utilization of Pardot and Salesforce, we are able to drive greater results from service and equipment marketing campaigns.

- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

NJPA is currently part of our municipal sales strategy. In every case possible we promote the value and simplicity of using NJPA to speed up or eliminate the bid process. In many cases we can convert the customer from going out to bid and use NJPA as a resource. Due to NJPA flexibility we have converted opportunities from using other state contracts to NJPA as well.

- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Replacement Parts for Terex Utilities are available for purchase through an online e-commerce platform shared with our AWP (Genie) division. Customer's with an account for either product line can be setup with online access. This provides live price and availability and access to placing orders from our parts catalog through both of our North American distribution hubs (Southaven, MS & North Bend, WA). The system also offers access to shipment tracking and invoicing. Accounts can also be configured to receive email acknowledgements and shipping confirmations to the individual that placed the order.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Terex offers onsite unit specific mechanic training tailored to the needs of the customer. We also offer operator training ranging from unit in-services to our Digger Derrick and Aerial Device Edge Operator Safety Training Programs. We also offer an extensive online course selection which includes: Aerial Inspections, Digger Derrick Inspections, Dielectric Testing, Driver Safety Training, Hydraulic Troubleshooting, Aerial Edge Operator Safety Training and Digger Derrick Operator Safety Training programs. Additionally we also offer Tech-tips which take a technician step-by-step through numerous maintenance procedures on our public website.

- 28) Describe any technological advances that your proposed products or services offer.

Terex builds its reputation on reliability and not just having technological advances but making those technologies robust enough for the environment they are applied into. It is easy to make technological advances it is harder to make them reliable able to stand over time. That is where Terex excels.

- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

Terex has been down the road of high cost highly complex "Green" technology that provides very little theoretical payback and many times a net negative payback in actual practice. Terex has evolved in our outlook on "Green" Initiatives and in 2015 began developing the HyPower IM system.

The HyPower IM system utilizes plug in battery power to do what batteries do best, eliminate idle, but relies on the engine for it to do what it does best and that is move the truck and booms. Terex realized a lower cost, lower weight, less complex system could be developed which eliminated a large part of the fuel burn and carbon emissions as well as noise in the duty cycle of equipment used in utility applications. It was developed around the simple idea of providing the customer the most advantages for the least cost and complexity and achieving a balance which would actually provide an economic benefit for the customer. In 2017 Terex made the decision that it would be the only "Green" system we would offer our customers going forward.

- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

Terex Utilities is committed to providing accredited diverse business enterprises ("DBEs"), such as women, minority and service-disabled veteran owned businesses, maximum practicable opportunity to participate in providing products and services to Terex Utilities. By diversifying our supplier base, we enhance competition and innovation among our suppliers, which helps us to provide our customers with safe, reliable, and market competitive products.

Terex Utilities has set a 5% goal on average for spending with DBEs. Terex Utilities achieves this goal through a supplier selection process focusing on local businesses, businesses in close proximity to our manufacturing facility, national DBE public web sites, and those suggest by our customer base.

Below are Terex Utilities accredited DBE figures through November 2017.

2017 spend through September							
CLASS	SPEND		MBE	WBE	HUBZONE	VET	DVET
FABRICATED STRUCTURAL COMPONENTS	\$18,239,036		0.0011%			0.0060%	0.0877%
HYDRAULIC & PNEUMATIC COMPONENTS	\$19,008,240		0.0741%			0.0302%	
POWER PLANTS, IC ENGINE	\$20,901						
POWER TRAIN	\$6,101,069						
ELECTRICAL & CONTROL COMPONENTS	\$5,116,420		0.0092%	0.2701%	0.0491%	0.1099%	0.0491%
RUNNING GEAR	\$77,381		1.7642%				
ASSEMBLIES, COMPLEX	\$2,304,200		1.4963%			0.0130%	
MECHANICAL COMPONENTS	\$11,151,498		0.6080%			0.0134%	
CASTINGS & FORGINGS	\$118,676						
STEEL	\$890,688						
HARDWARE	\$1,000,969		0.3278%			0.3624%	
CABS, ACCESSORIES & ROPS	\$412,126			0.6568%		0.9829%	
ALUMINUM	\$0						
CONSUMABLES, TOOLS & DISPATCH KITS	\$3,016,547			1.5373%		1.5829%	
INDIRECT PURCHASES	\$648,532		2.5300%	1.7800%		0.8100%	
PRODUCT IDENTIFICATION, LABELING & DOCUMENTATION	\$244,573						
PLASTICS, POLYMERS & RUBBER	\$582,976						
FLUID TRANSFER & CONTROL, NON-HYDRAULIC	\$60,324		1.1759%				
OTHER MATERIALS	\$4,346						
Total	\$68,998,502	Average %	7.9854%	4.2442%	0.0491%	3.9109%	0.1368%
		Total Average %					3.2655%

- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

Terex equipment is unique in that we traditionally have not cut corners when it comes to designing our equipment. Our Welded derrick boom sections are the hardest boom in the industry to fabricate but provide the strongest strength to weight ratio. The same can be said for our rectangular, tapered fiberglass booms. All of our fiberglass booms are designed to maintain a strong bond with the steel which means they are many times stronger than required to meet industry required safety factors. This cost more money and takes more time but provides a much superior product that will maintain bonding and strength for the life of the equipment when used as designed. This has been the way our products have designed and built going back to the 1950's and a proud tradition we carry on today.

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

Our dealer network in Canada has been an extension of Terex Utilities for many years. Starting January 2, 2018 we have two new factory dealer representatives covering Canada. Both of these representatives are familiar with the NJPA process and have been instructed to promote NJPA for the Canadian market as well.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____

Stephen Egan

Date: _____

1/23/2018

Attachment: Acceptance and Award-Terex 012418 (O-2021-32 : Replacement Aerial Truck)

Form B**PROPOSER INFORMATION**Company Name: Terex Utilities Inc.Address: 500 Oakwood RdCity/State/Zip: Watertown, SDPhone: 605-882-4000Fax: 605-882-5595Toll-Free Number: 1-844-837-3948E-mail: utilities.sales@terex.comutilities.info@terex.comWebsite Address: www.terex.com**COMPANY PERSONNEL CONTACTS****Authorized signer for your organization**Name: Jim LohanEmail: jim.lohan@terex.comPhone: 605-882-4000

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of ~~the Proposer~~ Stephanie Evans.

Who prepared your RFP response?Name: Nick CammisaTitle: Regional Sales ManagerEmail: nick.cammisa@terex.comPhone: 303-503-6146**Who is your company's primary contact person for this proposal?**Name: Nick CammisaTitle: Regional Sales ManagerEmail: nick.cammisa@terex.comPhone: 303-503-6146**Other important contact information**Name: Stephanie EvansTitle: Sales Operation ManagerEmail: stephanie.evans@terex.comPhone: 605-882-5604

Name: _____

Title: _____

Email: _____

Phone: _____

Form C**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Terex Utilities Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
G	6.23.1.1	Added - In accordance with ISO standard forms	
G	6.26	Added - except for the negligence and willful misconduct	
B	8.8	Added - No party shall be liable hereunder for incidental, indirect or consequential Damages, even if advised of the possibility thereof.	

Proposer's Signature: _____

A handwritten signature in blue ink, appearing to read "Stephen Evans", is written over a horizontal line.

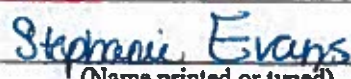
Date: _____

1/23/2018

NJPA's clarification on exceptions listed above:

FORM D**Contract Award
RFP #012418****Formal Offering of Proposal**
(To be completed only by the Proposer)**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Terex Utilities Inc. Date: January 23, 2018Company Address: 500 Oakwood RdCity: Watertown State: SD Zip: 57201CAGE Code/Duns & Bradstreet Number: 00-625-0484Contact Person: Stephanie Evans Title: Sales Operations ManagerAuthorized Signature:  
(Name printed or typed)

Attachment: Acceptance and Award-Terex 012418 (O-2021-32 : Replacement Aerial Truck)

Form E**Contract Acceptance and Award****(To be completed only by NJPA)**

NJPA #012418

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until-_____
(no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #012418

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #012418

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #012418

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Terex Utilities Inc.

Address: 500 Oakwood Rd

City/State/Zip: Watertown, SD 57201

Telephone Number: 605-882-5604

E-mail Address: stephanie.evans@terex.com

Authorized Signature: *Stephanie Evans*

Authorized Name (printed): Stephanie Evans

Title: Sales Operations Manager

Date: 1/23/18

Notarized

Subscribed and sworn to before me this 23rd day of January, 20 18

Notary Public in and for the County of Codington State of South Dakota
My Commission Expires

My commission expires: September 9, 2021

Signature: *Dan Hornum*



Attachment: Acceptance and Award-Terex 012418 (O-2021-32 : Replacement Aerial Truck)

Form G

**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____

Attachment: Acceptance and Award-Terex 012418 (O-2021-32 : Replacement Aerial Truck)

Form P**PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Terex Utilities Inc.

Questionnaire completed by: Nick Camissa

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Net 30**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Terex Financial Services can offer municipal lease financing through Wells Fargo Equipment Finance as long as the entity meets qualifying guidelines as municipality and include an annual appropriation clause.

Municipal Lease Structures:

Finance Lease (\$1-out Lease)

Operating Leases (FMV)

Terms:

36–72 months (depending on the equipment)

Rates:

Fixed payment over the life of the term (based on credit rating)

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **Terex Utilities, along with distributors, Commercial Truck Equipment, JA Kiley Company, Ring Power, Utility One Source (UOS) and Wajax continue to create the most comprehensive sales and service offerings across North America for public power utility customers. Our team is committed and engaged with our partners to listen, understand and quickly provide solutions. After understanding our customer needs we direct customers to the standard packages offered in the RFP. If there are any options the customer is requesting, they are quoted as open market items at the same NJPA discount. At the end of each month we report all sales that were sold through NJPA. The reporting will come from a contact at Terex Utilities. This will also include any sales from our dealer network as well.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Parts and Service customers are able to use a P-card for their purchases.**

Warranty – See attached Manufactures Limited Product Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor? **Yes**

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **All of our models are designed with an intended use. If warranty damage looks outside normal use/wear and tear, communication is started with the customer to come to a resolution.**
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Travel time is covered for the first 90 ninety days from the date of truck/unit in-service.**
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? **No**
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **See provided warranty document**
 - What are your proposed exchange and return programs and policies? **These are handled by our service technicians and dealers.**
- 6) Describe any service contract options for the items included in your proposal. **National service rates and other ANSI required services have been provided as options in the RFP.**

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. **Specifications for new aerial devices, digger derricks, auger drills, technician services in the shop and field service, and other ANSI required inspection services have been provided for this RFP.**
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) **See provided pricing sheet for all equipment and services.**
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☐ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer. **A NJPA discount has been applied to the sale price of the units as indicated in the attached NJPA 2018 Contract Pricing.**
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. **Quotes for open market items are provided at the customers request and are priced at the same discount levels for NJPA memebers.**
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. **Overseas freight will be quoted as an additional charge due to the changing market rates.**
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. **Freight is included for any new truck purchased in the lower 48 states. An additional line item will**

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN AERIAL LIFT TRUCK FROM CUSTOM TRUCK ONE SOURCE

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

WHEREAS, the Village of Buffalo Grove requires an aerial lift truck for emergency and non-emergency tree trimming and storm damage removal; and

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

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

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

SECTION 2. The Village Manager is authorized to purchase a 2022 Freightliner M2 106 (XT60 Pro) from Custom Truck One Source, through the Sourcewell Purchasing Cooperative contract 012418-TER, at a price not to exceed \$153,283.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Aerial Lift Joint Purchase Ordinance (O-2021-32 : Replacement Aerial Truck)



Ordinance No. O-2021-33 : 2021 Cambridge Utility & Street Improvements Award

Recommendation of Action

Staff recommends approval.

The 2021 Cambridge Utility & Street Improvements were bid on May 11th, 2021 and the lowest responsible and responsive bidder was Lenny Hoffman Excavating. Staff recommends approval of the contract to Lenny Hoffman Excavating in the amount of 3,928,459.50, pending Village Attorney review.

ATTACHMENTS:

- Hoffman Award of Bid Memo (DOCX)
- Hoffman Ordinance (DOCX)
- 4798.060 Bid Recommendation - 2021 Cambridge Utility & Street Improvements (PDF)
- 4798.060 Bid Tabs - 2021 Cambridge Utility & Street Improvements (PDF)
- Contract Bid Documents

Trustee Liaison

Pike

Staff Contact

Kyle Johnson, Engineering

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2021 Cambridge Utility & Street Improvements Award of Bid

The 2021 Cambridge Utility & Street Improvements were advertised for bids and opened on May 11th, 2021. The lowest, qualified base bid was in the amount of \$3,526,942.00 from Lenny Hoffman Excavating, Inc. Lenny Hoffman also supplied a qualified alternate bid in the amount of \$214,448.00, which makes the overall bid value \$3,741,390.00. The project includes water main replacement, storm sewer improvements, sanitary sewer replacement, spot curb and sidewalk replacement and full roadway asphalt replacement.

The project was bid as a base bid plus alternate to separate the typical water and street improvements from the detailed side yard sanitary sewer work. The base bid includes work that is routine for any underground contractor, while the alternate includes a specialty, directional drilling, that not all underground companies are capable of. If the alternate bid had been unbalanced to the base bid, the Village could have declined to include it in the contract, however Staff has confirmed Lenny Hoffman is capable of performing the specialty work and find the costs in line with industry expectations.

Attached is a copy of the Tabulation of Bids for the project indicating the lowest, total qualified bid of \$3,741,390.00 by Lenny Hoffman. Staff recommends that the Village Board award the contract to Lenny Hoffman because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$187,069.50 (5.0% of the project cost). As bids came in below the engineers estimate, Engineering staff will consult with the Village Manager prior to exceeding the low bid price of \$3,741,390.00. This project is fully funded by bonded funds from the 2020 issue.

ORDINANCE 2021 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH LENNY HOFFMAN EXCAVATING, INC.

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

WHEREAS, the Village seeks to enter into a Construction Contract with Lenny Hoffman Excavating, Inc. for water main replacement, sanitary sewer replacement, street rehabilitation and storm sewer improvements along various streets in the Cambridge and Anthony area of the region commonly known as the Cambridge neighborhood.

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Lenny Hoffman Excavating, Inc. for water main replacement, sanitary sewer replacement, street rehabilitation and storm sewer improvements along various streets in the Cambridge and Anthony area of the region commonly known as the Cambridge neighborhood at a price not to exceed \$3,928,459.50, subject to the review and approval of the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Hoffman Ordinance (O-2021-33 : 2021 Cambridge Utility & Street Improvements Award)

May 12, 2021

Mr. Kyle Johnson, PE, CFM
 Assistant Director of Public Works
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, Illinois 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: 2021 Cambridge Utility and Street Improvements
 VoBG-2021-02
 Bid Results and Recommendation for Award

Dear Mr. Johnson:

On Tuesday, May 11, 2021, bid proposals for the above referenced project were received, opened, and publicly read aloud via GoToMeeting. This project includes water main replacement, water service line upgrades, storm sewer improvements, sanitary sewer and service line replacement, pavement removal, sidewalk removal and replacement, hot-mix asphalt pavement installation, landscape restoration, and other associated improvements on Dundee Road, Cambridge Drive, Anthony Road, Cambridge Court, and University Court.

As directed, the work considered was separated into a 'base bid' and an 'alternate'. Thus, two separate bid schedules were received from each contractor. Most of the proposed improvements were included in the base bid, and additional work extending beyond the original project scope which consisted of sanitary sewer replacement to the west of the Cambridge Subdivision was included in alternate 01.

Bid documents were solicited and available to contractors on the Village's website, and bids were received by four (4) contractors. As-read, the bid amounts for the base bid ranged from \$3,526,942.00 to \$4,001,912.90; the Engineer's Opinion of Probable Cost (EOPC) was \$4,196,221.25. The as-read low bid of \$3,526,942.00 was received from Lenny Hoffman Excavating, Inc. of Wilmette, Illinois. The bids for alternate 01 ranged from \$120,797.00 to \$252,124.87. The EOPC for alternate 01 was \$155,857.50. The total combined as-read low bid of \$3,741,390.00 was received from Lenny Hoffman Excavating, Inc.

Lenny Hoffman Excavating, Inc. is an IDOT prequalified firm and has the experience and means to perform the work in accordance with the plans and specifications.

We recommend that the Village Board authorize the award of a construction contract including alternate 01 for the 2021 Cambridge Utility and Street Improvements project to Lenny Hoffman Excavating, Inc. in the amount of \$3,741,390.00. This includes award of the base and alternate bid stated herein.

If you have any questions or require additional information regarding the above, please do not hesitate to contact me at (847) 821-6235 or by email at bwesolowski@gha-engineers.com.

Sincerely,
 GEWALT HAMILTON ASSOCIATES, INC.



Brian J. Wesolowski, PE CFM
 Senior Engineer

Encl.: Bid Summary

Cc (via email): Brett Robinson – Village of Buffalo Grove
 Tom Wisniewski – Village of Buffalo Grove
 Leo Morand, PE – Gewalt Hamilton Associates, Inc.
 Lucas Deferville – Gewalt Hamilton Associates, Inc.

Client:	Village of Buffalo Grove												
Project:	Cambridge Drive Utility & Street Improvements												Bid Opening Date: 5/11/2021
GHA Project No:	4798.06												Bid Opening Time: 9:30 AM
Project Manager:	Leo Morand												Bid Opening Location: GoTo Meeting

Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	10.0	UN	\$35.00	\$350.00	\$11.00	\$110.00	\$11.00	\$110.00	\$11.00	\$110.00	\$11.00	\$110.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	430.0	UN	\$45.00	\$19,350.00	\$21.00	\$9,030.00	\$21.00	\$9,030.00	\$21.00	\$9,030.00	\$21.00	\$9,030.00
3	TREE TRUNK PROTECTION	94.0	EA	\$115.00	\$10,810.00	\$90.00	\$8,460.00	\$90.00	\$8,460.00	\$90.00	\$8,460.00	\$50.00	\$4,700.00
4	TREE ROOT PRUNING	65.0	EA	\$85.00	\$5,525.00	\$90.00	\$5,850.00	\$90.00	\$5,850.00	\$90.00	\$5,850.00	\$50.00	\$3,250.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	265.0	CY	\$35.00	\$9,275.00	\$33.00	\$8,745.00	\$35.00	\$9,275.00	\$39.01	\$10,337.65	\$42.00	\$11,130.00
6	TRENCH BACKFILL, COARSE AGGREGATE, CA-11 (SPECIAL)	6,025.0	CY	\$35.00	\$210,875.00	\$63.00	\$379,575.00	\$1.00	\$6,025.00	\$75.95	\$457,598.75	\$51.00	\$307,275.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	760.0	SY	\$2.75	\$2,090.00	\$1.00	\$760.00	\$2.00	\$1,520.00	\$2.11	\$1,603.60	\$6.00	\$4,560.00
8	GENERAL LANDSCAPE RESTORATION (SPECIAL)	4,090.0	SY	\$12.00	\$49,080.00	\$7.25	\$29,652.50	\$10.00	\$40,900.00	\$17.00	\$69,530.00	\$11.00	\$44,990.00
9	MOWING (SPECIAL)	4.0	EA	\$535.00	\$2,140.00	\$2,600.00	\$10,400.00	\$100.00	\$400.00	\$250.00	\$1,000.00	\$100.00	\$400.00
10	SUPPLEMENTAL WATERING	12.0	UN	\$40.00	\$480.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$135.00	\$1,620.00	\$1.00	\$12.00
11	TEMPORARY EROSION CONTROL SEEDING (SPECIAL)	4,090.0	SY	\$1.00	\$4,090.00	\$2.00	\$8,180.00	\$1.25	\$5,112.50	\$0.01	\$40.90	\$0.50	\$2,045.00
12	TEMPORARY MULCH METHOD 3A (SPECIAL)	4,090.0	SY	\$1.25	\$5,112.50	\$2.00	\$8,180.00	\$0.50	\$2,045.00	\$0.01	\$40.90	\$0.50	\$2,045.00
13	INLET FILTERS	54.0	EA	\$145.00	\$7,830.00	\$168.00	\$9,072.00	\$185.00	\$9,990.00	\$140.00	\$7,560.00	\$50.00	\$2,700.00
14	AGGREGATE SUBGRADE IMPROVEMENT	265.0	CY	\$50.00	\$13,250.00	\$42.00	\$11,130.00	\$60.50	\$16,032.50	\$65.75	\$17,423.75	\$60.00	\$15,900.00
15	AGGREGATE BASE COURSE, TYPE B VARIES (SPECIAL)	6,165.0	TN	\$25.00	\$154,125.00	\$22.00	\$135,630.00	\$29.50	\$181,867.50	\$27.46	\$169,290.90	\$0.01	\$61.00
16	PREPARATION OF BASE	15,090.0	SY	\$2.25	\$33,952.50	\$1.60	\$24,144.00	\$1.25	\$18,862.50	\$1.51	\$22,785.90	\$2.00	\$30,180.00
17	HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE, 12"	740.0	SY	\$115.00	\$85,100.00	\$78.00	\$57,720.00	\$101.50	\$75,110.00	\$85.50	\$63,270.00	\$95.00	\$70,300.00
18	REINFORCEMENT BARS (EPOXY COATED)	2,305.0	LBS	\$1.75	\$4,033.75	\$1.50	\$3,457.50	\$4.00	\$9,220.00	\$1.85	\$4,264.25	\$1.00	\$2,305.00
19	HOT-MIX ASPHALT BINDER COURSE (SPECIAL)	2,125.0	TN	\$80.00	\$170,000.00	\$63.00	\$133,875.00	\$63.00	\$133,875.00	\$63.00	\$133,875.00	\$73.00	\$155,125.00
20	HOT-MIX ASPHALT SURFACE COURSE (SPECIAL)	1,695.0	TN	\$85.00	\$144,075.00	\$65.00	\$110,175.00	\$65.00	\$110,175.00	\$65.00	\$110,175.00	\$80.00	\$135,600.00
21	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX 'E', IL-9.5, N70	70.0	TN	\$115.00	\$8,050.00	\$114.00	\$7,980.00	\$114.00	\$7,980.00	\$114.00	\$7,980.00	\$125.00	\$8,750.00
22	BITUMINOUS MATERIALS (TACK COAT)	3,725.0	LB	\$1.00	\$3,725.00	\$0.01	\$37.25	\$0.01	\$37.25	\$0.01	\$37.25	\$1.25	\$4,656.25
23	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	675.0	SY	\$70.00	\$47,250.00	\$68.00	\$45,900.00	\$63.00	\$42,525.00	\$54.35	\$36,686.25	\$55.00	\$37,125.00
24	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	8,995.0	SF	\$8.00	\$71,960.00	\$6.65	\$59,816.75	\$7.80	\$70,161.00	\$6.50	\$58,467.50	\$7.00	\$62,965.00
25	DETECTABLE WARNINGS	65.0	SF	\$35.00	\$2,275.00	\$50.00	\$3,250.00	\$32.00	\$2,080.00	\$35.00	\$2,275.00	\$35.00	\$2,275.00
26	DETECTABLE WARNINGS (FURNISHED BY OTHERS)	150.0	SF	\$20.00	\$3,000.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00
27	PAVEMENT REMOVAL	15,780.0	SY	\$10.00	\$157,800.00	\$8.00	\$126,240.00	\$5.50	\$86,790.00	\$8.67	\$136,812.60	\$7.00	\$110,460.00
28	DRIVEWAY PAVEMENT REMOVAL	675.0	SY	\$15.00	\$10,125.00	\$14.00	\$9,450.00	\$10.00	\$6,750.00	\$9.92	\$6,696.00	\$11.00	\$7,425.00
29	COMBINATION CURB AND GUTTER REMOVAL	2,650.0	FT	\$7.00	\$18,550.00	\$4.00	\$10,600.00	\$5.00	\$13,250.00	\$6.30	\$16,695.00	\$6.00	\$15,900.00
30	SIDEWALK REMOVAL	9,115.0	SF	\$2.50	\$22,787.50	\$2.30	\$20,964.50	\$1.65	\$15,039.75	\$1.01	\$9,206.15	\$2.00	\$18,230.00
31	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	25.0	FT	\$75.00	\$1,875.00	\$49.00	\$1,225.00	\$60.00	\$1,500.00	\$60.36	\$1,509.00	\$110.00	\$2,750.00
32	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	30.0	FT	\$85.00	\$2,550.00	\$62.00	\$1,860.00	\$69.00	\$2,070.00	\$66.90	\$2,007.00	\$120.00	\$3,600.00
33	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	300.0	FT	\$125.00	\$37,500.00	\$66.00	\$19,800.00	\$85.00	\$25,500.00	\$80.38	\$24,114.00	\$130.00	\$39,000.00
34	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 30"	40.0	FT	\$160.00	\$6,400.00	\$85.00	\$3,400.00	\$110.00	\$4,400.00	\$99.20	\$3,968.00	\$160.00	\$6,400.00
35	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 42"	70.0	FT	\$180.00	\$12,600.00	\$132.00	\$9,240.00	\$165.00	\$11,550.00	\$144.76	\$10,133.20	\$230.00	\$16,100.00
36	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 54"	435.0	FT	\$235.00	\$102,225.00	\$183.00	\$79,605.00	\$200.00	\$87,000.00	\$220.04	\$95,717.40	\$290.00	\$126,150.00
37	STORM SEWERS, CLASS B, TYPE 1 8"	40.0	FT	\$65.00	\$2,600.00	\$63.00	\$2,520.00	\$75.00	\$3,000.00	\$64.85	\$2,594.00	\$125.00	\$5,000.00
38	STORM SEWERS, CLASS B, TYPE 1 10"	5.0	FT	\$75.00	\$375.00	\$134.00	\$670.00	\$280.00	\$1,400.00	\$150.48	\$752.40	\$130.00	\$650.00
39	STORM SEWERS, CLASS B, TYPE 1 12"	50.0	FT	\$85.00	\$4,250.00	\$70.00	\$3,500.00	\$95.00	\$4,750.00	\$90.12	\$4,506.00	\$135.00	\$6,750.00
40	WATER MAIN 6"	15.0	FT	\$90.00	\$1,350.00	\$95.00	\$1,425.00	\$136.00	\$2,040.00	\$193.97	\$2,909.55	\$100.00	\$1,500.00
41	WATER MAIN 8"	1,875.0	FT	\$105.00	\$196,875.00	\$78.00	\$146,250.00	\$139.00	\$260,625.00	\$89.45	\$167,718.75	\$165.00	\$309,375.00
42	WATER MAIN 10"	1,950.0	FT	\$140.00	\$273,000.00	\$84.00	\$163,800.00	\$158.00	\$308,100.00	\$109.80	\$214,110.00	\$175.00	\$341,250.00
43	WATER MAIN 12"	420.0	FT	\$170.00	\$71,400.00	\$131.00	\$55,020.00	\$200.00	\$84,000.00	\$164.09	\$68,917.80	\$200.00	\$84,000.00
44	WATER VALVES 8"	5.0	EA	\$2,250.00	\$11,250.00	\$1,543.00	\$7,715.00	\$2,500.00	\$12,500.00	\$1,569.95	\$7,849.75	\$2,500.00	\$12,500.00
45	WATER VALVES 10"	6.0	EA	\$3,000.00	\$18,000.00	\$2,167.00	\$13,002.00	2800	\$16,800.00	\$2,139.89	\$12,839.34	\$3,000.00	\$18,000.00
46	WATER VALVES 12"	1.0	EA	\$4,000.00	\$4,000.00	\$3,039.00	\$3,039.00	\$3,700.00	\$3,700.00	\$2,657.88	\$2,657.88	\$3,500.00	\$3,500.00

Client:	Village of Buffalo Grove												
Project:	Cambridge Drive Utility & Street Improvements												Bid Opening Date: 5/11/2021
GHA Project No:	4798.06												Bid Opening Time: 9:30 AM
Project Manager:	Leo Morand												Bid Opening Location: GoTo Meeting

Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
Item No.	Description	Qty	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
47	FIRE HYDRANTS TO BE REMOVED	12.0	EA	\$650.00	\$7,800.00	\$499.00	\$5,988.00	\$750.00	\$9,000.00	\$826.03	\$9,912.36	\$500.00	\$6,000.00
48	FIRE HYDRANT EXTENSION	10.0	FT	\$735.00	\$7,350.00	\$500.00	\$5,000.00	\$900.00	\$9,000.00	\$789.60	\$7,896.00	\$300.00	\$3,000.00
49	FIRE HYDRANT ASSEMBLY, COMPLETE	16.0	EA	\$7,200.00	\$115,200.00	\$5,837.00	\$93,392.00	\$6,000.00	\$96,000.00	\$6,198.06	\$99,168.96	\$5,000.00	\$80,000.00
50	PIPE UNDERDRAINS, 4" (SPECIAL)	1,800.0	FT	\$30.00	\$54,000.00	\$15.50	\$27,900.00	\$28.75	\$51,750.00	\$23.18	\$41,724.00	\$25.00	\$45,000.00
51	PIPE UNDERDRAINS, 6"	10.0	FT	\$40.00	\$400.00	\$58.00	\$580.00	\$49.00	\$490.00	\$37.84	\$378.40	\$45.00	\$450.00
52	VALVE VAULT, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	12.0	EA	\$3,750.00	\$45,000.00	\$3,039.00	\$36,468.00	\$2,800.00	\$33,600.00	\$3,253.69	\$39,044.28	\$3,000.00	\$36,000.00
53	REMOVING CATCH BASINS	3.0	EA	\$450.00	\$1,350.00	\$415.00	\$1,245.00	\$650.00	\$1,950.00	\$682.19	\$2,046.57	\$600.00	\$1,800.00
54	REMOVING MANHOLES	7.0	EA	\$350.00	\$2,450.00	\$420.00	\$2,940.00	\$450.00	\$3,150.00	\$671.10	\$4,697.70	\$600.00	\$4,200.00
55	REMOVING INLETS	5.0	EA	\$250.00	\$1,250.00	\$209.00	\$1,045.00	\$245.00	\$1,225.00	\$399.51	\$1,997.55	\$300.00	\$1,500.00
56	REMOVING SANITARY MANHOLES	8.0	EA	\$850.00	\$6,800.00	\$419.00	\$3,352.00	\$2,000.00	\$16,000.00	\$556.43	\$4,451.44	\$600.00	\$4,800.00
57	CONCRETE CURB, TYPE B (SPECIAL)	250.0	FT	\$35.00	\$8,750.00	\$29.00	\$7,250.00	\$24.00	\$6,000.00	\$32.00	\$8,000.00	\$32.00	\$8,000.00
58	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED) (SPECIAL)	2,435.0	FT	\$35.00	\$85,225.00	\$30.00	\$73,050.00	\$30.00	\$73,050.00	\$25.85	\$62,944.75	\$32.00	\$77,920.00
59	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (SPECIAL)	85.0	FT	\$55.00	\$4,675.00	\$51.00	\$4,335.00	\$37.00	\$3,145.00	\$35.00	\$2,975.00	\$36.00	\$3,060.00
60	MOBILIZATION	1.0	LS	\$220,000.00	\$220,000.00	\$210,000.00	\$210,000.00	\$227,000.00	\$227,000.00	\$20,862.95	\$20,862.95	\$290,000.00	\$290,000.00
61	STORM SEWER CONNECTION (SPECIAL)	10.0	EA	\$1,100.00	\$11,000.00	\$796.00	\$7,960.00	\$1,200.00	\$12,000.00	\$1,296.20	\$12,962.00	\$1,000.00	\$10,000.00
62	STORM SEWER CONNECTION - 54" (SPECIAL)	1.0	EA	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$11,500.00	\$11,500.00	\$4,807.06	\$4,807.06	\$20,000.00	\$20,000.00
63	SANITARY SEWER CONNECTION (SPECIAL)	11.0	EA	\$1,200.00	\$13,200.00	\$796.00	\$8,756.00	\$1,800.00	\$19,800.00	\$954.17	\$10,495.87	\$2,000.00	\$22,000.00
64	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	2.0	EA	\$3,750.00	\$7,500.00	\$2,435.00	\$4,870.00	\$2,300.00	\$4,600.00	\$2,699.57	\$5,399.14	\$3,500.00	\$7,000.00
65	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	1.0	EA	\$2,750.00	\$2,750.00	\$1,426.00	\$1,426.00	\$1,300.00	\$1,300.00	\$2,267.09	\$2,267.09	\$2,000.00	\$2,000.00
66	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5.0	EA	\$3,500.00	\$17,500.00	\$2,546.00	\$12,730.00	\$2,200.00	\$11,000.00	\$2,948.47	\$14,742.35	\$3,500.00	\$17,500.00
67	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	3.0	EA	\$3,500.00	\$10,500.00	\$2,657.00	\$7,971.00	\$2,500.00	\$7,500.00	\$3,092.58	\$9,277.74	\$3,500.00	\$10,500.00
68	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1.0	EA	\$6,000.00	\$6,000.00	\$5,093.00	\$5,093.00	\$5,800.00	\$5,800.00	\$6,907.39	\$6,907.39	\$7,000.00	\$7,000.00
69	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2.0	EA	\$9,500.00	\$19,000.00	\$7,774.00	\$15,548.00	\$10,000.00	\$20,000.00	\$11,210.67	\$22,421.34	\$10,000.00	\$20,000.00
70	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2.0	EA	\$11,500.00	\$23,000.00	\$11,234.00	\$22,468.00	\$15,000.00	\$30,000.00	\$20,476.15	\$40,952.30	\$14,000.00	\$28,000.00
71	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	5.0	EA	\$1,950.00	\$9,750.00	\$1,334.00	\$6,670.00	\$1,295.00	\$6,475.00	\$1,598.74	\$7,993.70	\$1,700.00	\$8,500.00
72	DRAINAGE STRUCTURES, 6'X2' WITH EJIW 7030 DOUBLE FRAME AND GRATE	2.0	EA	\$10,500.00	\$21,000.00	\$5,659.00	\$11,318.00	\$6,500.00	\$13,000.00	\$15,379.62	\$30,759.24	\$7,500.00	\$15,000.00
73	DRAINAGE STRUCTURES, 9'X2' WITH EJIW 7030 TRIPLE FRAME AND GRATE	2.0	EA	\$13,000.00	\$26,000.00	\$7,487.00	\$14,974.00	\$7,500.00	\$15,000.00	\$16,876.57	\$33,753.14	\$9,500.00	\$19,000.00
74	FRAMES AND LIDS, TYPE 1, CLOSED LID (SANITARY)	8.0	EA	\$840.00	\$6,720.00	\$332.00	\$2,656.00	\$900.00	\$7,200.00	\$1,499.95	\$11,999.60	\$700.00	\$5,600.00
75	VALVE VAULTS TO BE REMOVED	17.0	EA	\$400.00	\$6,800.00	\$440.00	\$7,480.00	\$785.00	\$13,345.00	\$614.97	\$10,454.49	\$400.00	\$6,800.00
76	VALVE BOXES TO BE REMOVED	7.0	EA	\$300.00	\$2,100.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$220.70	\$1,544.90	\$300.00	\$2,100.00
77	WATER VALVES TO BE REMOVED	24.0	EA	\$500.00	\$12,000.00	\$200.00	\$4,800.00	\$540.00	\$12,960.00	\$220.71	\$5,297.04	\$200.00	\$4,800.00
78	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	LS	\$255,000.00	\$255,000.00	\$290,000.00	\$290,000.00	\$200,000.00	\$200,000.00	\$8,000.00	\$8,000.00	\$300,000.00	\$300,000.00
79	TRAFFIC CONTROL AND PROTECTION - DUNDEE ROAD (SPECIAL)	1.0	LS	\$25,000.00	\$25,000.00	\$60,500.00	\$60,500.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
80	CLEARING AND GRUBBING	1.0	LS	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$500.00	\$500.00
81	CUT AND CAP EXISTING WATER MAIN	10.0	EA	\$1,400.00	\$14,000.00	\$931.00	\$9,310.00	\$2,000.00	\$20,000.00	\$1,147.66	\$11,476.60	\$600.00	\$6,000.00
82	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 6"	1.0	EA	\$4,000.00	\$4,000.00	\$3,410.00	\$3,410.00	\$4,500.00	\$4,500.00	\$5,168.44	\$5,168.44	\$5,000.00	\$5,000.00
83	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	6.0	EA	\$4,800.00	\$28,800.00	\$3,517.00	\$21,102.00	\$5,275.00	\$31,650.00	\$5,388.36	\$32,330.16	\$5,000.00	\$30,000.00
84	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 10"	5.0	EA	\$5,600.00	\$28,000.00	\$3,594.00	\$17,970.00	\$5,750.00	\$28,750.00	\$7,516.72	\$37,583.60	\$5,000.00	\$25,000.00
85	LINE STOP 8"	1.0	EA	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$5,150.00	\$5,150.00	\$9,050.22	\$9,050.22	\$8,500.00	\$8,500.00
86	LINE STOP 10"	1.0	EA	\$9,000.00	\$9,000.00	\$7,700.00	\$7,700.00	\$7,800.00	\$7,800.00	\$9,050.22	\$9,050.22	\$10,000.00	\$10,000.00
87	WATER MAIN REMOVAL, 10"	145.0	FT	\$30.00	\$4,350.00	\$9.00	\$1,305.00	\$28.00	\$4,060.00	\$27.13	\$3,933.85	\$10.00	\$1,450.00
88	CASING PIPE 14"	50.0	FT	\$125.00	\$6,250.00	\$141.00	\$7,050.00	\$125.00	\$6,250.00	\$106.49	\$5,324.50	\$120.00	\$6,000.00
89	CASING PIPE 20"	120.0	FT	\$200.00	\$24,000.00	\$157.00	\$18,840.00	\$145.00	\$17,400.00	\$147.78	\$17,733.60	\$130.00	\$15,600.00
90	WATER MAIN IN CASING PIPE 8"	50.0	FT	\$105.00	\$5,250.00	\$32.00	\$1,600.00	\$155.00	\$7,750.00	\$81.73	\$4,086.50	\$180.00	\$9,000.00
91	WATER MAIN IN CASING PIPE 10"	45.0	FT	\$140.00	\$6,300.00	\$42.00	\$1,890.00	\$165.00	\$7,425.00	\$100.33	\$4,514.85	\$190.00	\$8,550.00
92	WATER MAIN IN CASING PIPE 12"	75.0	FT	\$170.00	\$12,750.00	\$51.00	\$3,825.00	\$170.00	\$12,750.00	\$111.26	\$8,344.50	\$200.00	\$15,000.00

Client:	Village of Buffalo Grove												
Project:	Cambridge Drive Utility & Street Improvements												Bid Opening Date: 5/11/2021
GHA Project No:	4798.06												Bid Opening Time: 9:30 AM
Project Manager:	Leo Morand												Bid Opening Location: GoTo Meeting

Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
Item No.	Description	Qty	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
93	DRAINAGE STRUCTURES TO BE ADJUSTED WITH NEW TYPE 1, CLOSED LID	4.0	EA	\$800.00	\$3,200.00	\$882.00	\$3,528.00	\$700.00	\$2,800.00	\$1,332.99	\$5,331.96	\$1,200.00	\$4,800.00
94	DRAINAGE STRUCTURES TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	2.0	EA	\$900.00	\$1,800.00	\$1,022.00	\$2,044.00	\$875.00	\$1,750.00	\$1,333.31	\$2,666.62	\$1,200.00	\$2,400.00
95	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	18.0	EA	\$800.00	\$14,400.00	\$1,000.00	\$18,000.00	\$500.00	\$9,000.00	\$1,388.46	\$24,992.28	\$700.00	\$12,600.00
96	REMOVE AND RESET DRAINAGE STRUCTURE CONE (SPECIAL)	1.0	EA	\$1,000.00	\$1,000.00	\$1,752.00	\$1,752.00	\$3,000.00	\$3,000.00	\$2,241.53	\$2,241.53	\$1,500.00	\$1,500.00
97	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	310.0	FT	\$3.50	\$1,085.00	\$1.60	\$496.00	\$2.00	\$620.00	\$1.57	\$486.70	\$2.00	\$620.00
98	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	75.0	FT	\$5.00	\$375.00	\$2.40	\$180.00	\$3.00	\$225.00	\$2.36	\$177.00	\$3.00	\$225.00
99	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	380.0	FT	\$7.50	\$2,850.00	\$4.75	\$1,805.00	\$5.00	\$1,900.00	\$4.71	\$1,789.80	\$6.00	\$2,280.00
100	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	165.0	FT	\$15.00	\$2,475.00	\$9.50	\$1,567.50	\$9.00	\$1,485.00	\$9.43	\$1,555.95	\$12.00	\$1,980.00
101	RAISED REFLECTIVE PAVEMENT MARKER	40.0	EA	\$175.00	\$7,000.00	\$69.00	\$2,760.00	\$86.00	\$3,440.00	\$68.90	\$2,756.00	\$50.00	\$2,000.00
102	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	40.0	EA	\$30.00	\$1,200.00	\$60.00	\$2,400.00	\$50.00	\$2,000.00	\$15.00	\$600.00	\$50.00	\$2,000.00
103	TEMPORARY INFORMATION SIGNING	208.0	SF	\$25.00	\$5,200.00	\$3.00	\$624.00	\$3.00	\$624.00	\$3.00	\$624.00	\$16.00	\$3,328.00
104	CHANGEABLE MESSAGE SIGN	48.0	CAL DA	\$50.00	\$2,400.00	\$30.00	\$1,440.00	\$30.00	\$1,440.00	\$30.00	\$1,440.00	\$50.00	\$2,400.00
105	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5.0	EA	\$6,900.00	\$34,500.00	\$5,334.00	\$26,670.00	\$5,300.00	\$26,500.00	\$6,498.09	\$32,490.45	\$3,500.00	\$17,500.00
106	MANHOLES, DROP, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	3.0	EA	\$9,900.00	\$29,700.00	\$8,069.00	\$24,207.00	\$8,000.00	\$24,000.00	\$8,856.14	\$26,568.42	\$4,500.00	\$13,500.00
107	MANHOLES, SANITARY, MODIFICATION (SPECIAL)	3.0	EA	\$4,500.00	\$13,500.00	\$3,414.00	\$10,242.00	\$3,500.00	\$10,500.00	\$5,758.61	\$17,275.83	\$4,500.00	\$13,500.00
108	SANITARY SEWERS, 8"	140.0	FT	\$90.00	\$12,600.00	\$57.00	\$7,980.00	\$74.00	\$10,360.00	\$75.65	\$10,591.00	\$80.00	\$11,200.00
109	SANITARY SEWERS, 15"	1,495.0	FT	\$165.00	\$246,675.00	\$97.00	\$145,015.00	\$118.00	\$176,410.00	\$134.05	\$200,404.75	\$100.00	\$149,500.00
110	SANITARY SEWER SERVICE, 6" PVC, COMPLETE	810.0	FT	\$65.00	\$52,650.00	\$92.00	\$74,520.00	\$55.00	\$44,550.00	\$133.99	\$108,531.90	\$110.00	\$89,100.00
111	SANITARY SEWER SERVICE RISER, 6" PVC, COMPLETE	27.0	EA	\$550.00	\$14,850.00	\$661.00	\$17,847.00	\$900.00	\$24,300.00	\$648.23	\$17,502.21	\$500.00	\$13,500.00
112	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	220.0	FT	\$100.00	\$22,000.00	\$72.00	\$15,840.00	\$110.00	\$24,200.00	\$85.69	\$18,851.80	\$135.00	\$29,700.00
113	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 14"	30.0	FT	\$125.00	\$3,750.00	\$97.00	\$2,910.00	\$145.00	\$4,350.00	\$120.30	\$3,609.00	\$160.00	\$4,800.00
114	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	60.0	FT	\$140.00	\$8,400.00	\$100.00	\$6,000.00	\$175.00	\$10,500.00	\$135.95	\$8,157.00	\$170.00	\$10,200.00
115	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	115.0	FT	\$185.00	\$21,275.00	\$144.00	\$16,560.00	\$280.00	\$32,200.00	\$208.92	\$24,025.80	\$220.00	\$25,300.00
116	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 30"	30.0	FT	\$230.00	\$6,900.00	\$253.00	\$7,590.00	\$315.00	\$9,450.00	\$342.85	\$10,285.50	\$280.00	\$8,400.00
117	EXPLORATION EXCAVATION (SPECIAL)	35.0	EA	\$350.00	\$12,250.00	\$200.00	\$7,000.00	\$250.00	\$8,750.00	\$441.36	\$15,447.60	\$600.00	\$21,000.00
118	ADJUSTING SANITARY/STORM SERVICES, 8-INCH DIAMETER OR LESS (SPECIAL)	300.0	FT	\$75.00	\$22,500.00	\$55.00	\$16,500.00	\$55.00	\$16,500.00	\$127.32	\$38,196.00	\$78.00	\$23,400.00
119	STORM SEWER TO BE REMOVED, 18-INCH DIAMETER OR LESS (SPECIAL)	835.0	FT	\$15.00	\$12,525.00	\$9.00	\$7,515.00	\$20.00	\$16,700.00	\$16.93	\$14,136.55	\$6.00	\$5,010.00
120	SANITARY SEWER TO BE REMOVED, 18-INCH DIAMETER OR LESS (SPECIAL)	1,540.0	FT	\$25.00	\$38,500.00	\$9.00	\$13,860.00	\$20.00	\$30,800.00	\$15.47	\$23,823.80	\$6.00	\$9,240.00
121	BUFFALO BOX FRAME & LID (SPECIAL)	20.0	EA	\$430.00	\$8,600.00	\$119.00	\$2,380.00	\$365.00	\$7,300.00	\$772.33	\$15,446.60	\$200.00	\$4,000.00
122	WATER SERVICE, TYPE K COPPER, 1" (SPECIAL)	2,790.0	FT	\$30.00	\$83,700.00	\$7.00	\$19,530.00	\$19.00	\$53,010.00	\$36.71	\$102,420.90	\$7.00	\$19,530.00
123	WATER SERVICE, CONNECT EXISTING, COMPLETE (SPECIAL)	90.0	EA	\$900.00	\$81,000.00	\$1,137.00	\$102,330.00	\$1,250.00	\$112,500.00	\$584.13	\$52,571.70	\$1.00	\$90.00
124	WATER SERVICE, TAP, 1" COMPLETE (SPECIAL)	90.0	EA	\$1,300.00	\$117,000.00	\$982.00	\$88,380.00	\$450.00	\$40,500.00	\$403.34	\$36,300.60	\$1,900.00	\$171,000.00
125	TEMPORARY WATER SERVICE CONNECTION AND RELOCATION (SPECIAL)	16.0	EA	\$1,000.00	\$16,000.00	\$500.00	\$8,000.00	\$900.00	\$14,400.00	\$1,555.80	\$24,892.80	\$700.00	\$11,200.00
126	ABANDON EXISTING WATER MAIN (SPECIAL)	85.0	CY	\$385.00	\$32,725.00	\$195.00	\$16,575.00	\$250.00	\$21,250.00	\$359.22	\$30,533.70	\$240.00	\$20,400.00
127	TEMPORARY PAVEMENT	130.0	TN	\$185.00	\$24,050.00	\$120.00	\$15,600.00	\$125.00	\$16,250.00	\$96.36	\$12,526.80	\$140.00	\$18,200.00
128	MAILBOX REMOVAL AND REINSTALLATION	11.0	EA	\$200.00	\$2,200.00	\$232.00	\$2,552.00	\$385.00	\$4,235.00	\$196.58	\$2,162.38	\$300.00	\$3,300.00
129	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	6.0	EA	\$350.00	\$2,100.00	\$125.00	\$750.00	\$125.00	\$750.00	\$125.00	\$750.00	\$300.00	\$1,800.00
130	CLASS D PATCHES, TYPE IV, 5 INCH (SPECIAL)	80.0	SY	\$105.00	\$8,400.00	\$71.00	\$5,680.00	\$85.00	\$6,800.00	\$95.00	\$7,600.00	\$85.00	\$6,800.00
131	CLASS D PATCHES, TYPE IV, 12 INCH (SPECIAL)	20.0	SY	\$190.00	\$3,800.00	\$167.00	\$3,340.00	\$185.00	\$3,700.00	\$195.00	\$3,900.00	\$160.00	\$3,200.00
Total Base Bid					\$4,196,221.25	\$3,526,942.00		\$3,593,032.00		\$3,595,572.74		\$4,001,912.00	
1A	TRENCH BACKFILL, COARSE AGGREGATE, CA-11 (SPECIAL)	350.0	CY	\$35.00	\$12,250.00	\$63.00	\$22,050.00	\$1.00	\$350.00	\$81.72	\$28,602.00	\$30.00	\$10,500.00
2A	GENERAL LANDSCAPE RESTORATION (SPECIAL)	90.0	SY	\$12.00	\$1,080.00	\$7.25	\$652.50	\$15.00	\$1,350.00	\$17.00	\$1,530.00	\$12.00	\$1,080.00
3A	TEMPORARY EROSION CONTROL SEEDING (SPECIAL)	90.0	SY	\$1.00	\$90.00	\$2.00	\$180.00	\$2.00	\$180.00	\$0.01	\$0.90	\$0.50	\$45.00
4A	TEMPORARY MULCH METHOD 3A (SPECIAL)	90.0	SY	\$1.25	\$112.50	\$2.00	\$180.00	\$0.50	\$45.00	\$0.01	\$0.90	\$0.50	\$45.00
5A	INLET FILTERS	3.0	EA	\$145.00	\$435.00	\$168.00	\$504.00	\$200.00	\$600.00	\$140.00	\$420.00	\$50.00	\$150.00

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Project Manager:	Leo Morand												Bid Opening Location: GoTo Meeting

Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6A	AGGREGATE BASE COURSE, TYPE B VARIES (SPECIAL)	70.0	TN	\$30.00	\$2,100.00	\$22.00	\$1,540.00	\$29.50	\$2,065.00	\$71.18	\$4,982.60	\$15.00	\$1,050.00
7A	COMBINATION CURB AND GUTTER REMOVAL	65.0	FT	\$7.00	\$455.00	\$7.00	\$455.00	\$6.50	\$422.50	\$8.89	\$577.85	\$6.00	\$390.00
8A	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED) (SPECIAL)	65.0	FT	\$35.00	\$2,275.00	\$32.00	\$2,080.00	\$65.00	\$4,225.00	\$95.00	\$6,175.00	\$32.00	\$2,080.00
9A	MOBILIZATION	1.0	LS	\$8,275.00	\$8,275.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$1,112.02	\$1,112.02	\$2,000.00	\$2,000.00
10A	SANITARY SEWER CONNECTION (SPECIAL)	1.0	EA	\$920.00	\$920.00	\$8,200.00	\$8,200.00	\$6,600.00	\$6,600.00	\$2,357.45	\$2,357.45	\$8,600.00	\$8,600.00
11A	FRAMES AND LIDS, TYPE 1, CLOSED LID (SANITARY)	1.0	EA	\$840.00	\$840.00	\$332.00	\$332.00	\$900.00	\$900.00	\$1,332.65	\$1,332.65	\$800.00	\$800.00
12A	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	LS	\$9,650.00	\$9,650.00	\$47,000.50	\$47,000.50	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
13A	SANITARY SEWERS, 15"	50.0	FT	\$165.00	\$8,250.00	\$197.00	\$9,850.00	\$125.00	\$6,250.00	\$178.89	\$8,944.50	\$100.00	\$5,000.00
14A	SANITARY SEWERS IN CASING PIPE 15"	125.0	FT	\$165.00	\$20,625.00	\$97.00	\$12,125.00	\$120.00	\$15,000.00	\$99.41	\$12,426.25	\$65.00	\$8,125.00
15A	AUGER AND JACK STEEL CASING, 24"	125.0	FT	\$600.00	\$75,000.00	\$681.00	\$85,125.00	\$1,090.00	\$136,250.00	\$1,347.51	\$168,438.75	\$500.00	\$62,500.00
16A	OBSTRUCTION REMOVAL/HAND MINING DURING AUGERING	2.0	HR	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$2,000.00	\$4,000.00
17A	TEMPORARY INFORMATION SIGNING	52.0	SF	\$25.00	\$1,300.00	\$12.00	\$624.00	\$12.00	\$624.00	\$12.00	\$624.00	\$16.00	\$832.00
18A	TEMPORARY CONSTRUCTION FENCE	280.0	FT	\$5.00	\$1,400.00	\$7.00	\$1,960.00	\$8.00	\$2,240.00	\$10.00	\$2,800.00	\$10.00	\$2,800.00
19A	CLASS D PATCHES, TYPE IV, 5 INCH (SPECIAL)	110.0	SY	\$80.00	\$8,800.00	\$69.00	\$7,590.00	\$69.00	\$7,590.00	\$80.00	\$8,800.00	\$80.00	\$8,800.00
Total Alternate 1					\$155,857.50	\$214,448.00		\$195,191.50		\$252,124.87		\$120,797.00	
Total Bid					\$4,352,078.75	\$3,741,390.00		\$3,788,223.50		\$3,847,697.61		\$4,122,709.00	

Attachment: 4798.060 Bid Recommendation - 2021 Cambridge Utility & Street Improvements (O-2021-33 : 2021 Cambridge Utility & Street

Client:	Village of Buffalo Grove												
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GHA Project No:	4798.06												Bid Opening Time: 9:30 AM
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Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	10.0	UN	\$35.00	\$350.00	\$11.00	\$110.00	\$11.00	\$110.00	\$11.00	\$110.00	\$11.00	\$110.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	430.0	UN	\$45.00	\$19,350.00	\$21.00	\$9,030.00	\$21.00	\$9,030.00	\$21.00	\$9,030.00	\$21.00	\$9,030.00
3	TREE TRUNK PROTECTION	94.0	EA	\$115.00	\$10,810.00	\$90.00	\$8,460.00	\$90.00	\$8,460.00	\$90.00	\$8,460.00	\$50.00	\$4,700.00
4	TREE ROOT PRUNING	65.0	EA	\$85.00	\$5,525.00	\$90.00	\$5,850.00	\$90.00	\$5,850.00	\$90.00	\$5,850.00	\$50.00	\$3,250.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	265.0	CY	\$35.00	\$9,275.00	\$33.00	\$8,745.00	\$35.00	\$9,275.00	\$39.01	\$10,337.65	\$42.00	\$11,130.00
6	TRENCH BACKFILL, COARSE AGGREGATE, CA-11 (SPECIAL)	6,025.0	CY	\$35.00	\$210,875.00	\$63.00	\$379,575.00	\$1.00	\$6,025.00	\$75.95	\$457,598.75	\$51.00	\$307,275.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	760.0	SY	\$2.75	\$2,090.00	\$1.00	\$760.00	\$2.00	\$1,520.00	\$2.11	\$1,603.60	\$6.00	\$4,560.00
8	GENERAL LANDSCAPE RESTORATION (SPECIAL)	4,090.0	SY	\$12.00	\$49,080.00	\$7.25	\$29,652.50	\$10.00	\$40,900.00	\$17.00	\$69,530.00	\$11.00	\$44,990.00
9	MOWING (SPECIAL)	4.0	EA	\$535.00	\$2,140.00	\$2,600.00	\$10,400.00	\$100.00	\$400.00	\$250.00	\$1,000.00	\$100.00	\$400.00
10	SUPPLEMENTAL WATERING	12.0	UN	\$40.00	\$480.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$135.00	\$1,620.00	\$1.00	\$12.00
11	TEMPORARY EROSION CONTROL SEEDING (SPECIAL)	4,090.0	SY	\$1.00	\$4,090.00	\$2.00	\$8,180.00	\$1.25	\$5,112.50	\$0.01	\$40.90	\$0.50	\$2,045.00
12	TEMPORARY MULCH METHOD 3A (SPECIAL)	4,090.0	SY	\$1.25	\$5,112.50	\$2.00	\$8,180.00	\$0.50	\$2,045.00	\$0.01	\$40.90	\$0.50	\$2,045.00
13	INLET FILTERS	54.0	EA	\$145.00	\$7,830.00	\$168.00	\$9,072.00	\$185.00	\$9,990.00	\$140.00	\$7,560.00	\$50.00	\$2,700.00
14	AGGREGATE SUBGRADE IMPROVEMENT	265.0	CY	\$50.00	\$13,250.00	\$42.00	\$11,130.00	\$60.50	\$16,032.50	\$65.75	\$17,423.75	\$60.00	\$15,900.00
15	AGGREGATE BASE COURSE, TYPE B VARIES (SPECIAL)	6,165.0	TN	\$25.00	\$154,125.00	\$22.00	\$135,630.00	\$29.50	\$181,867.50	\$27.46	\$169,290.90	\$0.01	\$61.00
16	PREPARATION OF BASE	15,090.0	SY	\$2.25	\$33,952.50	\$1.60	\$24,144.00	\$1.25	\$18,862.50	\$1.51	\$22,785.90	\$2.00	\$30,180.00
17	HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE, 12"	740.0	SY	\$115.00	\$85,100.00	\$78.00	\$57,720.00	\$101.50	\$75,110.00	\$85.50	\$63,270.00	\$95.00	\$70,300.00
18	REINFORCEMENT BARS (EPOXY COATED)	2,305.0	LBS	\$1.75	\$4,033.75	\$1.50	\$3,457.50	\$4.00	\$9,220.00	\$1.85	\$4,264.25	\$1.00	\$2,305.00
19	HOT-MIX ASPHALT BINDER COURSE (SPECIAL)	2,125.0	TN	\$80.00	\$170,000.00	\$63.00	\$133,875.00	\$63.00	\$133,875.00	\$63.00	\$133,875.00	\$73.00	\$155,125.00
20	HOT-MIX ASPHALT SURFACE COURSE (SPECIAL)	1,695.0	TN	\$85.00	\$144,075.00	\$65.00	\$110,175.00	\$65.00	\$110,175.00	\$65.00	\$110,175.00	\$80.00	\$135,600.00
21	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX 'E', IL-9.5, N70	70.0	TN	\$115.00	\$8,050.00	\$114.00	\$7,980.00	\$114.00	\$7,980.00	\$114.00	\$7,980.00	\$125.00	\$8,750.00
22	BITUMINOUS MATERIALS (TACK COAT)	3,725.0	LB	\$1.00	\$3,725.00	\$0.01	\$37.25	\$0.01	\$37.25	\$0.01	\$37.25	\$1.25	\$4,656.25
23	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	675.0	SY	\$70.00	\$47,250.00	\$68.00	\$45,900.00	\$63.00	\$42,525.00	\$54.35	\$36,686.25	\$55.00	\$37,125.00
24	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	8,995.0	SF	\$8.00	\$71,960.00	\$6.65	\$59,816.75	\$7.80	\$70,161.00	\$6.50	\$58,467.50	\$7.00	\$62,965.00
25	DETECTABLE WARNINGS	65.0	SF	\$35.00	\$2,275.00	\$50.00	\$3,250.00	\$32.00	\$2,080.00	\$35.00	\$2,275.00	\$35.00	\$2,275.00
26	DETECTABLE WARNINGS (FURNISHED BY OTHERS)	150.0	SF	\$20.00	\$3,000.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00
27	PAVEMENT REMOVAL	15,780.0	SY	\$10.00	\$157,800.00	\$8.00	\$126,240.00	\$5.50	\$86,790.00	\$8.67	\$136,812.60	\$7.00	\$110,460.00
28	DRIVEWAY PAVEMENT REMOVAL	675.0	SY	\$15.00	\$10,125.00	\$14.00	\$9,450.00	\$10.00	\$6,750.00	\$9.92	\$6,696.00	\$11.00	\$7,425.00
29	COMBINATION CURB AND GUTTER REMOVAL	2,650.0	FT	\$7.00	\$18,550.00	\$4.00	\$10,600.00	\$5.00	\$13,250.00	\$6.30	\$16,695.00	\$6.00	\$15,900.00
30	SIDEWALK REMOVAL	9,115.0	SF	\$2.50	\$22,787.50	\$2.30	\$20,964.50	\$1.65	\$15,039.75	\$1.01	\$9,206.15	\$2.00	\$18,230.00
31	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	25.0	FT	\$75.00	\$1,875.00	\$49.00	\$1,225.00	\$60.00	\$1,500.00	\$60.36	\$1,509.00	\$110.00	\$2,750.00
32	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	30.0	FT	\$85.00	\$2,550.00	\$62.00	\$1,860.00	\$69.00	\$2,070.00	\$66.90	\$2,007.00	\$120.00	\$3,600.00
33	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	300.0	FT	\$125.00	\$37,500.00	\$66.00	\$19,800.00	\$85.00	\$25,500.00	\$80.38	\$24,114.00	\$130.00	\$39,000.00
34	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 30"	40.0	FT	\$160.00	\$6,400.00	\$85.00	\$3,400.00	\$110.00	\$4,400.00	\$99.20	\$3,968.00	\$160.00	\$6,400.00
35	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 42"	70.0	FT	\$180.00	\$12,600.00	\$132.00	\$9,240.00	\$165.00	\$11,550.00	\$144.76	\$10,133.20	\$230.00	\$16,100.00
36	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 54"	435.0	FT	\$235.00	\$102,225.00	\$183.00	\$79,605.00	\$200.00	\$87,000.00	\$220.04	\$95,717.40	\$290.00	\$126,150.00
37	STORM SEWERS, CLASS B, TYPE 1 8"	40.0	FT	\$65.00	\$2,600.00	\$63.00	\$2,520.00	\$75.00	\$3,000.00	\$64.85	\$2,594.00	\$125.00	\$5,000.00
38	STORM SEWERS, CLASS B, TYPE 1 10"	5.0	FT	\$75.00	\$375.00	\$134.00	\$670.00	\$280.00	\$1,400.00	\$150.48	\$752.40	\$130.00	\$650.00
39	STORM SEWERS, CLASS B, TYPE 1 12"	50.0	FT	\$85.00	\$4,250.00	\$70.00	\$3,500.00	\$95.00	\$4,750.00	\$90.12	\$4,506.00	\$135.00	\$6,750.00
40	WATER MAIN 6"	15.0	FT	\$90.00	\$1,350.00	\$95.00	\$1,425.00	\$136.00	\$2,040.00	\$193.97	\$2,909.55	\$100.00	\$1,500.00
41	WATER MAIN 8"	1,875.0	FT	\$105.00	\$196,875.00	\$78.00	\$146,250.00	\$139.00	\$260,625.00	\$89.45	\$167,718.75	\$165.00	\$309,375.00
42	WATER MAIN 10"	1,950.0	FT	\$140.00	\$273,000.00	\$84.00	\$163,800.00	\$158.00	\$308,100.00	\$109.80	\$214,110.00	\$175.00	\$341,250.00
43	WATER MAIN 12"	420.0	FT	\$170.00	\$71,400.00	\$131.00	\$55,020.00	\$200.00	\$84,000.00	\$164.09	\$68,917.80	\$200.00	\$84,000.00
44	WATER VALVES 8"	5.0	EA	\$2,250.00	\$11,250.00	\$1,543.00	\$7,715.00	\$2,500.00	\$12,500.00	\$1,569.95	\$7,849.75	\$2,500.00	\$12,500.00
45	WATER VALVES 10"	6.0	EA	\$3,000.00	\$18,000.00	\$2,167.00	\$13,002.00	2800	\$16,800.00	\$2,139.89	\$12,839.34	\$3,000.00	\$18,000.00
46	WATER VALVES 12"	1.0	EA	\$4,000.00	\$4,000.00	\$3,039.00	\$3,039.00	\$3,700.00	\$3,700.00	\$2,657.88	\$2,657.88	\$3,500.00	\$3,500.00

Attachment: 4798.060 Bid Tabs - 2021 Cambridge Utility & Street Improvements (O-2021-33 : 2021 Cambridge Utility & Street Improvements

Client:	Village of Buffalo Grove												
Project:	Cambridge Drive Utility & Street Improvements												Bid Opening Date: 5/11/2021
GHA Project No:	4798.06												Bid Opening Time: 9:30 AM
Project Manager:	Leo Morand												Bid Opening Location: GoTo Meeting

Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
Item No.	Description	Qty	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
47	FIRE HYDRANTS TO BE REMOVED	12.0	EA	\$650.00	\$7,800.00	\$499.00	\$5,988.00	\$750.00	\$9,000.00	\$826.03	\$9,912.36	\$500.00	\$6,000.00
48	FIRE HYDRANT EXTENSION	10.0	FT	\$735.00	\$7,350.00	\$500.00	\$5,000.00	\$900.00	\$9,000.00	\$789.60	\$7,896.00	\$300.00	\$3,000.00
49	FIRE HYDRANT ASSEMBLY, COMPLETE	16.0	EA	\$7,200.00	\$115,200.00	\$5,837.00	\$93,392.00	\$6,000.00	\$96,000.00	\$6,198.06	\$99,168.96	\$5,000.00	\$80,000.00
50	PIPE UNDERDRAINS, 4" (SPECIAL)	1,800.0	FT	\$30.00	\$54,000.00	\$15.50	\$27,900.00	\$28.75	\$51,750.00	\$23.18	\$41,724.00	\$25.00	\$45,000.00
51	PIPE UNDERDRAINS, 6"	10.0	FT	\$40.00	\$400.00	\$58.00	\$580.00	\$49.00	\$490.00	\$37.84	\$378.40	\$45.00	\$450.00
52	VALVE VAULT, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	12.0	EA	\$3,750.00	\$45,000.00	\$3,039.00	\$36,468.00	\$2,800.00	\$33,600.00	\$3,253.69	\$39,044.28	\$3,000.00	\$36,000.00
53	REMOVING CATCH BASINS	3.0	EA	\$450.00	\$1,350.00	\$415.00	\$1,245.00	\$650.00	\$1,950.00	\$682.19	\$2,046.57	\$600.00	\$1,800.00
54	REMOVING MANHOLES	7.0	EA	\$350.00	\$2,450.00	\$420.00	\$2,940.00	\$450.00	\$3,150.00	\$671.10	\$4,697.70	\$600.00	\$4,200.00
55	REMOVING INLETS	5.0	EA	\$250.00	\$1,250.00	\$209.00	\$1,045.00	\$245.00	\$1,225.00	\$399.51	\$1,997.55	\$300.00	\$1,500.00
56	REMOVING SANITARY MANHOLES	8.0	EA	\$850.00	\$6,800.00	\$419.00	\$3,352.00	\$2,000.00	\$16,000.00	\$556.43	\$4,451.44	\$600.00	\$4,800.00
57	CONCRETE CURB, TYPE B (SPECIAL)	250.0	FT	\$35.00	\$8,750.00	\$29.00	\$7,250.00	\$24.00	\$6,000.00	\$32.00	\$8,000.00	\$32.00	\$8,000.00
58	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED) (SPECIAL)	2,435.0	FT	\$35.00	\$85,225.00	\$30.00	\$73,050.00	\$30.00	\$73,050.00	\$25.85	\$62,944.75	\$32.00	\$77,920.00
59	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (SPECIAL)	85.0	FT	\$55.00	\$4,675.00	\$51.00	\$4,335.00	\$37.00	\$3,145.00	\$35.00	\$2,975.00	\$36.00	\$3,060.00
60	MOBILIZATION	1.0	LS	\$220,000.00	\$220,000.00	\$210,000.00	\$210,000.00	\$227,000.00	\$227,000.00	\$20,862.95	\$20,862.95	\$290,000.00	\$290,000.00
61	STORM SEWER CONNECTION (SPECIAL)	10.0	EA	\$1,100.00	\$11,000.00	\$796.00	\$7,960.00	\$1,200.00	\$12,000.00	\$1,296.20	\$12,962.00	\$1,000.00	\$10,000.00
62	STORM SEWER CONNECTION - 54" (SPECIAL)	1.0	EA	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$11,500.00	\$11,500.00	\$4,807.06	\$4,807.06	\$20,000.00	\$20,000.00
63	SANITARY SEWER CONNECTION (SPECIAL)	11.0	EA	\$1,200.00	\$13,200.00	\$796.00	\$8,756.00	\$1,800.00	\$19,800.00	\$954.17	\$10,495.87	\$2,000.00	\$22,000.00
64	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	2.0	EA	\$3,750.00	\$7,500.00	\$2,435.00	\$4,870.00	\$2,300.00	\$4,600.00	\$2,699.57	\$5,399.14	\$3,500.00	\$7,000.00
65	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	1.0	EA	\$2,750.00	\$2,750.00	\$1,426.00	\$1,426.00	\$1,300.00	\$1,300.00	\$2,267.09	\$2,267.09	\$2,000.00	\$2,000.00
66	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5.0	EA	\$3,500.00	\$17,500.00	\$2,546.00	\$12,730.00	\$2,200.00	\$11,000.00	\$2,948.47	\$14,742.35	\$3,500.00	\$17,500.00
67	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	3.0	EA	\$3,500.00	\$10,500.00	\$2,657.00	\$7,971.00	\$2,500.00	\$7,500.00	\$3,092.58	\$9,277.74	\$3,500.00	\$10,500.00
68	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1.0	EA	\$6,000.00	\$6,000.00	\$5,093.00	\$5,093.00	\$5,800.00	\$5,800.00	\$6,907.39	\$6,907.39	\$7,000.00	\$7,000.00
69	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2.0	EA	\$9,500.00	\$19,000.00	\$7,774.00	\$15,548.00	\$10,000.00	\$20,000.00	\$11,210.67	\$22,421.34	\$10,000.00	\$20,000.00
70	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2.0	EA	\$11,500.00	\$23,000.00	\$11,234.00	\$22,468.00	\$15,000.00	\$30,000.00	\$20,476.15	\$40,952.30	\$14,000.00	\$28,000.00
71	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	5.0	EA	\$1,950.00	\$9,750.00	\$1,334.00	\$6,670.00	\$1,295.00	\$6,475.00	\$1,598.74	\$7,993.70	\$1,700.00	\$8,500.00
72	DRAINAGE STRUCTURES, 6'X2' WITH EJIW 7030 DOUBLE FRAME AND GRATE	2.0	EA	\$10,500.00	\$21,000.00	\$5,659.00	\$11,318.00	\$6,500.00	\$13,000.00	\$15,379.62	\$30,759.24	\$7,500.00	\$15,000.00
73	DRAINAGE STRUCTURES, 9'X2' WITH EJIW 7030 TRIPLE FRAME AND GRATE	2.0	EA	\$13,000.00	\$26,000.00	\$7,487.00	\$14,974.00	\$7,500.00	\$15,000.00	\$16,876.57	\$33,753.14	\$9,500.00	\$19,000.00
74	FRAMES AND LIDS, TYPE 1, CLOSED LID (SANITARY)	8.0	EA	\$840.00	\$6,720.00	\$332.00	\$2,656.00	\$900.00	\$7,200.00	\$1,499.95	\$11,999.60	\$700.00	\$5,600.00
75	VALVE VAULTS TO BE REMOVED	17.0	EA	\$400.00	\$6,800.00	\$440.00	\$7,480.00	\$785.00	\$13,345.00	\$614.97	\$10,454.49	\$400.00	\$6,800.00
76	VALVE BOXES TO BE REMOVED	7.0	EA	\$300.00	\$2,100.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$220.70	\$1,544.90	\$300.00	\$2,100.00
77	WATER VALVES TO BE REMOVED	24.0	EA	\$500.00	\$12,000.00	\$200.00	\$4,800.00	\$540.00	\$12,960.00	\$220.71	\$5,297.04	\$200.00	\$4,800.00
78	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	LS	\$255,000.00	\$255,000.00	\$290,000.00	\$290,000.00	\$200,000.00	\$200,000.00	\$8,000.00	\$8,000.00	\$300,000.00	\$300,000.00
79	TRAFFIC CONTROL AND PROTECTION - DUNDEE ROAD (SPECIAL)	1.0	LS	\$25,000.00	\$25,000.00	\$60,500.00	\$60,500.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
80	CLEARING AND GRUBBING	1.0	LS	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$500.00	\$500.00
81	CUT AND CAP EXISTING WATER MAIN	10.0	EA	\$1,400.00	\$14,000.00	\$931.00	\$9,310.00	\$2,000.00	\$20,000.00	\$1,147.66	\$11,476.60	\$600.00	\$6,000.00
82	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 6"	1.0	EA	\$4,000.00	\$4,000.00	\$3,410.00	\$3,410.00	\$4,500.00	\$4,500.00	\$5,168.44	\$5,168.44	\$5,000.00	\$5,000.00
83	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	6.0	EA	\$4,800.00	\$28,800.00	\$3,517.00	\$21,102.00	\$5,275.00	\$31,650.00	\$5,388.36	\$32,330.16	\$5,000.00	\$30,000.00
84	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 10"	5.0	EA	\$5,600.00	\$28,000.00	\$3,594.00	\$17,970.00	\$5,750.00	\$28,750.00	\$7,516.72	\$37,583.60	\$5,000.00	\$25,000.00
85	LINE STOP 8"	1.0	EA	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$5,150.00	\$5,150.00	\$9,050.22	\$9,050.22	\$8,500.00	\$8,500.00
86	LINE STOP 10"	1.0	EA	\$9,000.00	\$9,000.00	\$7,700.00	\$7,700.00	\$7,800.00	\$7,800.00	\$9,050.22	\$9,050.22	\$10,000.00	\$10,000.00
87	WATER MAIN REMOVAL, 10"	145.0	FT	\$30.00	\$4,350.00	\$9.00	\$1,305.00	\$28.00	\$4,060.00	\$27.13	\$3,933.85	\$10.00	\$1,450.00
88	CASING PIPE 14"	50.0	FT	\$125.00	\$6,250.00	\$141.00	\$7,050.00	\$125.00	\$6,250.00	\$106.49	\$5,324.50	\$120.00	\$6,000.00
89	CASING PIPE 20"	120.0	FT	\$200.00	\$24,000.00	\$157.00	\$18,840.00	\$145.00	\$17,400.00	\$147.78	\$17,733.60	\$130.00	\$15,600.00
90	WATER MAIN IN CASING PIPE 8"	50.0	FT	\$105.00	\$5,250.00	\$32.00	\$1,600.00	\$155.00	\$7,750.00	\$81.73	\$4,086.50	\$180.00	\$9,000.00
91	WATER MAIN IN CASING PIPE 10"	45.0	FT	\$140.00	\$6,300.00	\$42.00	\$1,890.00	\$165.00	\$7,425.00	\$100.33	\$4,514.85	\$190.00	\$8,550.00
92	WATER MAIN IN CASING PIPE 12"	75.0	FT	\$170.00	\$12,750.00	\$51.00	\$3,825.00	\$170.00	\$12,750.00	\$111.26	\$8,344.50	\$200.00	\$15,000.00

Client:	Village of Buffalo Grove												
Project:	Cambridge Drive Utility & Street Improvements												Bid Opening Date: 5/11/2021
GHA Project No:	4798.06												Bid Opening Time: 9:30 AM
Project Manager:	Leo Morand												Bid Opening Location: GoTo Meeting

Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
Item No.	Description	Qty	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
93	DRAINAGE STRUCTURES TO BE ADJUSTED WITH NEW TYPE 1, CLOSED LID	4.0	EA	\$800.00	\$3,200.00	\$882.00	\$3,528.00	\$700.00	\$2,800.00	\$1,332.99	\$5,331.96	\$1,200.00	\$4,800.00
94	DRAINAGE STRUCTURES TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	2.0	EA	\$900.00	\$1,800.00	\$1,022.00	\$2,044.00	\$875.00	\$1,750.00	\$1,333.31	\$2,666.62	\$1,200.00	\$2,400.00
95	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	18.0	EA	\$800.00	\$14,400.00	\$1,000.00	\$18,000.00	\$500.00	\$9,000.00	\$1,388.46	\$24,992.28	\$700.00	\$12,600.00
96	REMOVE AND RESET DRAINAGE STRUCTURE CONE (SPECIAL)	1.0	EA	\$1,000.00	\$1,000.00	\$1,752.00	\$1,752.00	\$3,000.00	\$3,000.00	\$2,241.53	\$2,241.53	\$1,500.00	\$1,500.00
97	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	310.0	FT	\$3.50	\$1,085.00	\$1.60	\$496.00	\$2.00	\$620.00	\$1.57	\$486.70	\$2.00	\$620.00
98	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	75.0	FT	\$5.00	\$375.00	\$2.40	\$180.00	\$3.00	\$225.00	\$2.36	\$177.00	\$3.00	\$225.00
99	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	380.0	FT	\$7.50	\$2,850.00	\$4.75	\$1,805.00	\$5.00	\$1,900.00	\$4.71	\$1,789.80	\$6.00	\$2,280.00
100	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	165.0	FT	\$15.00	\$2,475.00	\$9.50	\$1,567.50	\$9.00	\$1,485.00	\$9.43	\$1,555.95	\$12.00	\$1,980.00
101	RAISED REFLECTIVE PAVEMENT MARKER	40.0	EA	\$175.00	\$7,000.00	\$69.00	\$2,760.00	\$86.00	\$3,440.00	\$68.90	\$2,756.00	\$50.00	\$2,000.00
102	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	40.0	EA	\$30.00	\$1,200.00	\$60.00	\$2,400.00	\$50.00	\$2,000.00	\$15.00	\$600.00	\$50.00	\$2,000.00
103	TEMPORARY INFORMATION SIGNING	208.0	SF	\$25.00	\$5,200.00	\$3.00	\$624.00	\$3.00	\$624.00	\$3.00	\$624.00	\$16.00	\$3,328.00
104	CHANGEABLE MESSAGE SIGN	48.0	CAL DA	\$50.00	\$2,400.00	\$30.00	\$1,440.00	\$30.00	\$1,440.00	\$30.00	\$1,440.00	\$50.00	\$2,400.00
105	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5.0	EA	\$6,900.00	\$34,500.00	\$5,334.00	\$26,670.00	\$5,300.00	\$26,500.00	\$6,498.09	\$32,490.45	\$3,500.00	\$17,500.00
106	MANHOLES, DROP, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	3.0	EA	\$9,900.00	\$29,700.00	\$8,069.00	\$24,207.00	\$8,000.00	\$24,000.00	\$8,856.14	\$26,568.42	\$4,500.00	\$13,500.00
107	MANHOLES, SANITARY, MODIFICATION (SPECIAL)	3.0	EA	\$4,500.00	\$13,500.00	\$3,414.00	\$10,242.00	\$3,500.00	\$10,500.00	\$5,758.61	\$17,275.83	\$4,500.00	\$13,500.00
108	SANITARY SEWERS, 8"	140.0	FT	\$90.00	\$12,600.00	\$57.00	\$7,980.00	\$74.00	\$10,360.00	\$75.65	\$10,591.00	\$80.00	\$11,200.00
109	SANITARY SEWERS, 15"	1,495.0	FT	\$165.00	\$246,675.00	\$97.00	\$145,015.00	\$118.00	\$176,410.00	\$134.05	\$200,404.75	\$100.00	\$149,500.00
110	SANITARY SEWER SERVICE, 6" PVC, COMPLETE	810.0	FT	\$65.00	\$52,650.00	\$92.00	\$74,520.00	\$55.00	\$44,550.00	\$133.99	\$108,531.90	\$110.00	\$89,100.00
111	SANITARY SEWER SERVICE RISER, 6" PVC, COMPLETE	27.0	EA	\$550.00	\$14,850.00	\$661.00	\$17,847.00	\$900.00	\$24,300.00	\$648.23	\$17,502.21	\$500.00	\$13,500.00
112	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	220.0	FT	\$100.00	\$22,000.00	\$72.00	\$15,840.00	\$110.00	\$24,200.00	\$85.69	\$18,851.80	\$135.00	\$29,700.00
113	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 14"	30.0	FT	\$125.00	\$3,750.00	\$97.00	\$2,910.00	\$145.00	\$4,350.00	\$120.30	\$3,609.00	\$160.00	\$4,800.00
114	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	60.0	FT	\$140.00	\$8,400.00	\$100.00	\$6,000.00	\$175.00	\$10,500.00	\$135.95	\$8,157.00	\$170.00	\$10,200.00
115	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	115.0	FT	\$185.00	\$21,275.00	\$144.00	\$16,560.00	\$280.00	\$32,200.00	\$208.92	\$24,025.80	\$220.00	\$25,300.00
116	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 30"	30.0	FT	\$230.00	\$6,900.00	\$253.00	\$7,590.00	\$315.00	\$9,450.00	\$342.85	\$10,285.50	\$280.00	\$8,400.00
117	EXPLORATION EXCAVATION (SPECIAL)	35.0	EA	\$350.00	\$12,250.00	\$200.00	\$7,000.00	\$250.00	\$8,750.00	\$441.36	\$15,447.60	\$600.00	\$21,000.00
118	ADJUSTING SANITARY/STORM SERVICES, 8-INCH DIAMETER OR LESS (SPECIAL)	300.0	FT	\$75.00	\$22,500.00	\$55.00	\$16,500.00	\$55.00	\$16,500.00	\$127.32	\$38,196.00	\$78.00	\$23,400.00
119	STORM SEWER TO BE REMOVED, 18-INCH DIAMETER OR LESS (SPECIAL)	835.0	FT	\$15.00	\$12,525.00	\$9.00	\$7,515.00	\$20.00	\$16,700.00	\$16.93	\$14,136.55	\$6.00	\$5,010.00
120	SANITARY SEWER TO BE REMOVED, 18-INCH DIAMETER OR LESS (SPECIAL)	1,540.0	FT	\$25.00	\$38,500.00	\$9.00	\$13,860.00	\$20.00	\$30,800.00	\$15.47	\$23,823.80	\$6.00	\$9,240.00
121	BUFFALO BOX FRAME & LID (SPECIAL)	20.0	EA	\$430.00	\$8,600.00	\$119.00	\$2,380.00	\$365.00	\$7,300.00	\$772.33	\$15,446.60	\$200.00	\$4,000.00
122	WATER SERVICE, TYPE K COPPER, 1" (SPECIAL)	2,790.0	FT	\$30.00	\$83,700.00	\$7.00	\$19,530.00	\$19.00	\$53,010.00	\$36.71	\$102,420.90	\$7.00	\$19,530.00
123	WATER SERVICE, CONNECT EXISTING, COMPLETE (SPECIAL)	90.0	EA	\$900.00	\$81,000.00	\$1,137.00	\$102,330.00	\$1,250.00	\$112,500.00	\$584.13	\$52,571.70	\$1.00	\$90.00
124	WATER SERVICE, TAP, 1" COMPLETE (SPECIAL)	90.0	EA	\$1,300.00	\$117,000.00	\$982.00	\$88,380.00	\$450.00	\$40,500.00	\$403.34	\$36,300.60	\$1,900.00	\$171,000.00
125	TEMPORARY WATER SERVICE CONNECTION AND RELOCATION (SPECIAL)	16.0	EA	\$1,000.00	\$16,000.00	\$500.00	\$8,000.00	\$900.00	\$14,400.00	\$1,555.80	\$24,892.80	\$700.00	\$11,200.00
126	ABANDON EXISTING WATER MAIN (SPECIAL)	85.0	CY	\$385.00	\$32,725.00	\$195.00	\$16,575.00	\$250.00	\$21,250.00	\$359.22	\$30,533.70	\$240.00	\$20,400.00
127	TEMPORARY PAVEMENT	130.0	TN	\$185.00	\$24,050.00	\$120.00	\$15,600.00	\$125.00	\$16,250.00	\$96.36	\$12,526.80	\$140.00	\$18,200.00
128	MAILBOX REMOVAL AND REINSTALLATION	11.0	EA	\$200.00	\$2,200.00	\$232.00	\$2,552.00	\$385.00	\$4,235.00	\$196.58	\$2,162.38	\$300.00	\$3,300.00
129	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	6.0	EA	\$350.00	\$2,100.00	\$125.00	\$750.00	\$125.00	\$750.00	\$125.00	\$750.00	\$300.00	\$1,800.00
130	CLASS D PATCHES, TYPE IV, 5 INCH (SPECIAL)	80.0	SY	\$105.00	\$8,400.00	\$71.00	\$5,680.00	\$85.00	\$6,800.00	\$95.00	\$7,600.00	\$85.00	\$6,800.00
131	CLASS D PATCHES, TYPE IV, 12 INCH (SPECIAL)	20.0	SY	\$190.00	\$3,800.00	\$167.00	\$3,340.00	\$185.00	\$3,700.00	\$195.00	\$3,900.00	\$160.00	\$3,200.00
Total Base Bid					\$4,196,221.25	\$3,526,942.00		\$3,593,032.00		\$3,595,572.74		\$4,001,912.00	
1A	TRENCH BACKFILL, COARSE AGGREGATE, CA-11 (SPECIAL)	350.0	CY	\$35.00	\$12,250.00	\$63.00	\$22,050.00	\$1.00	\$350.00	\$81.72	\$28,602.00	\$30.00	\$10,500.00
2A	GENERAL LANDSCAPE RESTORATION (SPECIAL)	90.0	SY	\$12.00	\$1,080.00	\$7.25	\$652.50	\$15.00	\$1,350.00	\$17.00	\$1,530.00	\$12.00	\$1,080.00
3A	TEMPORARY EROSION CONTROL SEEDING (SPECIAL)	90.0	SY	\$1.00	\$90.00	\$2.00	\$180.00	\$2.00	\$180.00	\$0.01	\$0.90	\$0.50	\$45.00
4A	TEMPORARY MULCH METHOD 3A (SPECIAL)	90.0	SY	\$1.25	\$112.50	\$2.00	\$180.00	\$0.50	\$45.00	\$0.01	\$0.90	\$0.50	\$45.00
5A	INLET FILTERS	3.0	EA	\$145.00	\$435.00	\$168.00	\$504.00	\$200.00	\$600.00	\$140.00	\$420.00	\$50.00	\$150.00

Attachment: 4798.060 Bid Tabs - 2021 Cambridge Utility & Street Improvements (O-2021-33 : 2021 Cambridge Utility & Street Improvements

Client:	Village of Buffalo Grove												
Project:	Cambridge Drive Utility & Street Improvements												Bid Opening Date: 5/11/2021
GHA Project No:	4798.06												Bid Opening Time: 9:30 AM
Project Manager:	Leo Morand												Bid Opening Location: GoTo Meeting

Item No.	Description	Qty	Unit	Engineer's Estimate of Probable Cost		BID TABULATION							
						Lenny Hoffman Exc., Inc. Wilmette, IL		Berger Excavating Contractors, Inc. Wauconda, IL		Campanella & Sons, Inc. Wadsworth, IL		Bolder Contractors, Inc. Cary, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6A	AGGREGATE BASE COURSE, TYPE B VARIES (SPECIAL)	70.0	TN	\$30.00	\$2,100.00	\$22.00	\$1,540.00	\$29.50	\$2,065.00	\$71.18	\$4,982.60	\$15.00	\$1,050.00
7A	COMBINATION CURB AND GUTTER REMOVAL	65.0	FT	\$7.00	\$455.00	\$7.00	\$455.00	\$6.50	\$422.50	\$8.89	\$577.85	\$6.00	\$390.00
8A	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED) (SPECIAL)	65.0	FT	\$35.00	\$2,275.00	\$32.00	\$2,080.00	\$65.00	\$4,225.00	\$95.00	\$6,175.00	\$32.00	\$2,080.00
9A	MOBILIZATION	1.0	LS	\$8,275.00	\$8,275.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$1,112.02	\$1,112.02	\$2,000.00	\$2,000.00
10A	SANITARY SEWER CONNECTION (SPECIAL)	1.0	EA	\$920.00	\$920.00	\$8,200.00	\$8,200.00	\$6,600.00	\$6,600.00	\$2,357.45	\$2,357.45	\$8,600.00	\$8,600.00
11A	FRAMES AND LIDS, TYPE 1, CLOSED LID (SANITARY)	1.0	EA	\$840.00	\$840.00	\$332.00	\$332.00	\$900.00	\$900.00	\$1,332.65	\$1,332.65	\$800.00	\$800.00
12A	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	LS	\$9,650.00	\$9,650.00	\$47,000.50	\$47,000.50	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
13A	SANITARY SEWERS, 15"	50.0	FT	\$165.00	\$8,250.00	\$197.00	\$9,850.00	\$125.00	\$6,250.00	\$178.89	\$8,944.50	\$100.00	\$5,000.00
14A	SANITARY SEWERS IN CASING PIPE 15"	125.0	FT	\$165.00	\$20,625.00	\$97.00	\$12,125.00	\$120.00	\$15,000.00	\$99.41	\$12,426.25	\$65.00	\$8,125.00
15A	AUGER AND JACK STEEL CASING, 24"	125.0	FT	\$600.00	\$75,000.00	\$681.00	\$85,125.00	\$1,090.00	\$136,250.00	\$1,347.51	\$168,438.75	\$500.00	\$62,500.00
16A	OBSTRUCTION REMOVAL/HAND MINING DURING AUGERING	2.0	HR	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$2,000.00	\$4,000.00
17A	TEMPORARY INFORMATION SIGNING	52.0	SF	\$25.00	\$1,300.00	\$12.00	\$624.00	\$12.00	\$624.00	\$12.00	\$624.00	\$16.00	\$832.00
18A	TEMPORARY CONSTRUCTION FENCE	280.0	FT	\$5.00	\$1,400.00	\$7.00	\$1,960.00	\$8.00	\$2,240.00	\$10.00	\$2,800.00	\$10.00	\$2,800.00
19A	CLASS D PATCHES, TYPE IV, 5 INCH (SPECIAL)	110.0	SY	\$80.00	\$8,800.00	\$69.00	\$7,590.00	\$69.00	\$7,590.00	\$80.00	\$8,800.00	\$80.00	\$8,800.00
Total Alternate 1					\$155,857.50	\$214,448.00		\$195,191.50		\$252,124.87		\$120,797.00	
Total Bid					\$4,352,078.75	\$3,741,390.00		\$3,788,223.50		\$3,847,697.61		\$4,122,709.00	

Attachment: 4798.060 Bid Tabs - 2021 Cambridge Utility & Street Improvements (O-2021-33 : 2021 Cambridge Utility & Street Improvements



Ordinance No. O-2021-34 : Approve an Ordinance Authorizing the Village Manager to Execute a Contract with Lamar Johnson Collaborative for Comprehensive Planning Services

Recommendation of Action

Staff recommends approval of the agreement to engage the services of Lamar Johnson Collaborative to conduct the Comprehensive Plan in an amount of \$120,000, subject to the final review and approval of the Village Attorney.

Attached for the Board's consideration is an agreement to retain the services of Lamar Johnson Collaborative to complete a new Comprehensive Plan for the Village. Additional information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Agreement (DOCX)
- Scope of Services (PDF)

Trustee Liaison
Stein

Staff Contact
Nicole Woods, Community Development

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Deputy Director of Community Development

SUBJECT: Comprehensive Plan Agreement with joined Lamar Johnson Collaborative

Background

In July, 2019, Buffalo Grove retained Ratio and their team to lead the Comprehensive Plan project. The project includes developing a new comprehensive plan as well as more detailed analysis and plan for the Dundee and Milwaukee Corridors. In addition, the scope of work included design guidelines for the Lake Cook Corridor, which would implement the Lake Cook Corridor Market Study and Plan. The project includes several phases and was anticipated to be completed in Spring 2021.

Prior to the emergence of the Covid-19 pandemic in mid-March, the team completed the Existing Conditions Report which was presented at the Committee of the Whole Meeting on February 3, 2020. Soon after this meeting, work on the comprehensive plan was paused due to the Covid-19 pandemic.

Staff is recommending that work resume with the Comprehensive Plan process by executing a new contract with Lamar Johnson Collaborative (LJC) for the balance of the project.

Proposed Contract

Consultant Team. Lesley Roth, who has been the project director for the Comprehensive Plan project as well as for the Prairie View Metra Station Area Plan has left the firm, Ratio, and joined LJC in January of 2021. With her departure, Ratio has closed down its planning division and currently does not have the proper personnel to carry out this project. Prior to Ms. Roth's departure, Ratio did provide the Village and Ms. Roth all the necessary data, maps, and information from the prior work so the Village and Ms. Roth could finish the project either independently or jointly. The Village's contract with Ratio expired on January 18, 2021, allowing for the Village to retain another firm to complete the task.

The attached contract with LJC proposes to have Lesley Roth continue in her role as Project Leader and includes the reassembly of the rest of the project team including Gingko (Dundee and Milwaukee Corridors), CBBEL (infrastructure, engineering, national resources), and KLOA (transportation). Civic Artworks, who provided community engagement software, My Municipal, is not included on the team. The software struggled to attract participation even prior to Covid pandemic. As a result, staff and the rest of the project team opted towards utilizing alternative

virtual platforms (that are of no charge to the Village) as discussed below. The Village has already obtained all data and information from the My Municipal software.

Scope of Work and Timeframe. The first two phases of the project (Project Kick-off and Existing Conditions and Market Assessment) were completed before the Covid-19 pandemic began. As a result, the Village is looking for the consultant team to complete the latter three phases (Visioning and Preliminary Recommendations, Draft Plan, and Final Plan) of the project. The Corridor Subarea plans as well as the Lake Cook Corridor Design guidelines will be carried out in these same concurrent stages. It is expected that the remaining phases of the project will be carried out over the 2021 calendar year.

The project will still be guided by the Steering Committee that was previously established. They will meet through the various points of the project.

Community Engagement. As outlined in the contract, all community engagement activities will be formatted to ensure comfort and safety in light of the Covid-19's restrictions and impact. The project will utilize Facebook and the Village's website as its main community engagement and communication platforms. The advantage of utilizing Facebook as the main community engagement platform is that it is already a popular and familiar platform for residents and operated as almost the default platform by residents for posting Comprehensive Plan ideas and thoughts.

Other activities include the virtual Resident Academy. It is anticipated that through this format, staff and the consultant team can showcase and seek feedback on visioning concepts as well as the draft plan. Additional virtual engagement sessions can be scheduled through the Village's community champions, who can help the project team gain access to the those groups that are traditionally underrepresented in the planning process.

Additional tactile, in-person opportunities for engagement include hanging all-weathered posters that showcase draft plans and concepts under the band shell in Willow Stream Park. Residents could go and view these posters at their leisure and via their phone, listen to an audio recording explaining visioning concepts displayed on the posters. Residents could also then provide feedback on the concepts through a survey or another feedback form via their phone. Other ideas include a self-directed walking tour of Dundee Corridor, in which residents can use listen to a recording and walk through the Corridor. All-weathered posters that describe potential draft ideas and visions for the area could also be displayed and there would be an opportunity to provide feedback. Pop-up workshops may also be scheduled as appropriate.

Cost. To-date, the Village has spent \$103,620 of the project's budgeted amount of \$223,656. This remaining balance (approx. \$120,000) is included in the FY21 Budget. It is anticipated that the remaining work can be completed within the original budgeted amount.

Recommendation

Staff recommends approval of the agreement to engage the services of Ratio to conduct the Comprehensive Plan in an amount of \$120,000.

Ordinance No. 2021 - ____

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH
THE LAMAR JOHNSON COLLABORATIVE TO COMPLETE A
VILLAGE WIDE COMPREHENSIVE PLAN**

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 agreement ("Agreement") for production of a Comprehensive Plan The Lamar Johnson Collaborative (LJC), which is attached hereto as Appendix A., and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to authorize the Village Manager to take all necessary actions to ensure completion of the Comprehensive Plan.

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

SECTION 1. The foregoing recitals are hereby incorporated and made a part of this Resolution.

SECTION 2. The Village Manager is hereby authorized and directed to execute the Agreement and to take all actions necessary for its implementation, pending final review and approval by the Village Attorney.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk

Attachment: Ordinance (O-2021-34 : Ordinance Approving a Contract with Lamar Johnson Collaborative)

Exhibit A
Agreement

Attachment: Ordinance (O-2021-34 : Ordinance Approving a Contract with Lamar Johnson Collaborative)

APPENDIX A.
VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE PLAN

THIS AGREEMENT is dated as of the _____ day of May, 2021 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

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

SECTION 1. CONSULTANT.

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

The Lamar Johnson Collaborative LLC ("Consultant")
35 E. Wacker Drive
Chicago, Illinois 60601
Attention: Kapil Khanna
Email: khannak@theljc.com

B. Project Description. The Consultant shall perform all tasks necessary to develop, create and present a Comprehensive Plan, as further described in Exhibit A.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature in the same locality.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed the rates set forth in the Schedule of Prices, as outlined in Exhibit B, hereto unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.
- B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Consultant 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 Consultant shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Consultant shall regularly report to the Village of Buffalo Grove Community Development Director ("Director"), or his 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, without the prior express written authorization of the Village.
- B. **Invoices and Payment.** The Consultant shall be paid as provided in Exhibit B. The Consultant shall submit invoices to the Village in a Village approved format for those portions of the Services performed and completed by the Consultant. 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 Consultant the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Consultant 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 Consultant for work done under the Agreement. Notwithstanding the foregoing, stipulated lumps sum amounts shall not be subject to audit except for number of hours worked by Consultant's employees. 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 Consultant wishes to make a claim for additional compensation as a result of action or inaction taken by the Village or any other cause beyond the reasonable control of the Consultant, the Consultant 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. 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 Consultant, the Consultant shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

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

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

- F. **Automated Clearing House Payment.** The Village prefers to pay all vendors via Automated Clearing House payments (ACH). ACH payments will be processed to checking and savings accounts. After the award of the contract provide ACH Details to apfinance@vbg.org. Once payments have been approved and processed an email notification will be sent to the designated email account on your ACH authorization form indicating when the funds were transferred, the amount transferred, and the invoice number that pertains to the payment.

- G. **Final Acceptance.** The Services, shall be considered complete on the date of final written acceptance by the Village of the Services which acceptance shall not be unreasonably withheld or delayed. At such time, any retainage withheld from previous partial payments in accordance with the terms of the Agreement and not yet paid to the Consultant will also become due and payable to the Consultant.

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 Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

- B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant 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 Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Consultant 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 in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant 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 Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, 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 Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

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 Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant 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 Consultant or the Village; (iv) to have been supplied to the Consultant 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; or (v) to be required to be disclosed by legal requirement (court order, statute, regulation, ordinance, government agency ruling).
- B. **No Disclosure of Confidential Information by the Consultant.** The Consultant 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 Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures may include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Standard of Care.** The Consultant's Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by similar professionals performing services of a similar nature in existence at the Time of Performance and in the same locality.
- B. **Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, but not defend the Village, and its officials, employees, agents, against third party lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and costs, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, but only to the extent of the Consultant's negligence.
- C. **Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit A to this Agreement. For good cause shown, the Director of Community Development ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.
- D. **Failure to Comply.** In the event the Consultant 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 Consultant.
- E. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village or employee of the Consultant shall be personally liable, in law or in contract, to the other party as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Consultant 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 Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.
- B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Consultant represents and certifies that the Consultant 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 Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant 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 Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant 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 Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, through 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 18 months.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Consultant 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 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. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body to the extent resulting from Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

- H. **Default.** if it should appear at any time that the Consultant has failed or refused to prosecute the Services in full compliance with the requirements of this Agreement, ("Event of Default"), and fails to commence to cure any such Event of Default within ten business days after the Consultant'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 Consultant.** The Village may require the Consultant, 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 Consultant 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 Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.
 4. **Default by the Village.** Failure of the Village to make timely payment to the Consultant shall be considered a material default and in the Consultant's sole discretion, Consultant may suspend or terminate this Agreement with 7 days written notice to the Village. In the event of suspension, Consultant shall have no obligation to resume Services until it

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

has been paid in full for Services performed and demobilization costs. Consultant shall have no liability for delay resulting therefrom. In the event of termination pursuant to this paragraph, Consultant shall be paid for Services performed through the date of termination as well as any costs and expenses resulting from termination.

- 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 Consultant, or with any vendor solicited or recommended by the Consultant.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.
- L. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Director.
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant 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, with the exception of the source file in-design document, which will remain the property of Consultant. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village. Documents prepared for the Village are intended for this Project only. The Village therefore agrees to release and indemnify, hold harmless and defend Consultant from any and all liability, damages and expenses (including without limitation reasonably attorneys' fees and expert witness fees) arising from the unauthorized use or reuse of the Documents. The Consultant shall have the right to include any representation or portion of the Project among the Consultant's promotional and professional materials; provided however, that ownership of the Documents shall remain with the Village.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- N. **GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:
1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;
 2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
 3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:
 - a) Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;
 - b) Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Director;
 - c) Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;
 - d) No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and
 - e) Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

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 Consultant without the prior written consent of the other party.

SECTION 8. GENERAL PROVISIONS (cont)

- 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.

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

Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, Illinois 60089
Attention: Director of Community Development
E-mail: cstilling@vbg.org

With a copy to
Patrick Brankin
Email: pbrankin@schainbanks.com

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

The Lamar Johnson Collaborative LLC ("Consultant")

35 E. Wacker Drive
Chicago, Illinois 60601
Attention: Kapil Khanna
Email: khannak@theljc.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant 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.
- I. **Dispute Resolution:** Venue shall be in Cook County, Illinois. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.
- J. **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 Consultant with respect to the Request for Proposal.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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

SECTION 8. GENERAL PROVISIONS (cont)

law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

- P. **Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement 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 Agreement 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.
- Q. **Freedom of Information.** Consultant agrees to furnish all documentation related to this Agreement 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 Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable 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 Consultant’s, actual or alleged violation of the FOIA or Consultant’s failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request.
- Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant’s request to utilize a lawful exemption to the Village.

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.

ATTEST:**VILLAGE OF BUFFALO GROVE**

By: _____ By: _____
 Village Clerk Dane Bragg, Village Manager

Date: _____

ATTEST:**THE LAMAR JOHNSON COLLABORATIVE LLC**

By: _____
 Kapil Khanna
 Title: President

**Exhibit A.
Scope of Services**

Attachment: Agreement (O-2021-34 : Ordinance Approving a Contract with Lamar Johnson Collaborative)

Exhibit B.
Schedule of Prices
pg1

Attachment: Agreement (O-2021-34 : Ordinance Approving a Contract with Lamar Johnson Collaborative)

Village of Buffalo Grove

May 3, 2021

Lamar Johnson
Collaborative 

Welcome to

Lamar Johnson Collaborative ↗

Lamar Johnson Collaborative is a full-service architecture, and design firm committed to creating and enhancing the quality of the human experience and improving how design and architecture can impact each individual's emotional being. Youthful in outlook, seasoned in experience, and innovative in approach, LJC offers its clients a diverse portfolio of expertise across a range of project scales and typologies, including commercial, industrial, institutional, residential and community. At LJC, we believe our work is a fundamental expression of our optimism for the future, and that design is a means to effect positive, enduring change.

Fully Integrated Design Firm

LJC is a next-generation design practice redefining client-focused integrated project delivery.

\$60M

Total Revenue
in 2020

22

Years

180+

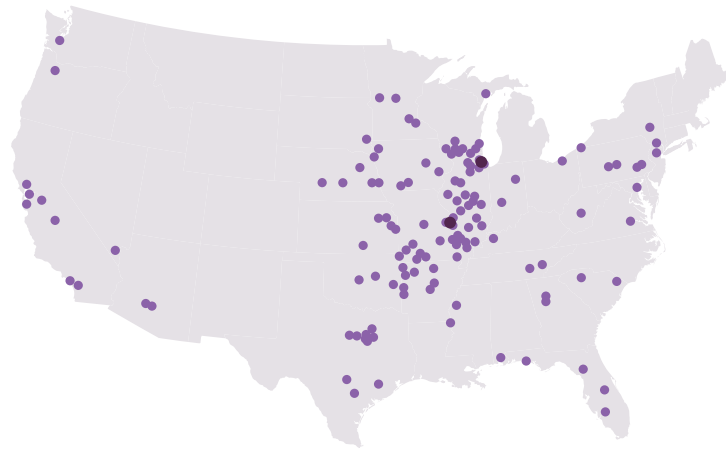
Employees

100+

Design Awards
over last 5 years

40+

LEED & WELL
projects



2 Locations

2 States | 2 Cities

120+ Projects

30+ States

- Offices:
Chicago, IL | St. Louis, MO
- Current Projects

We elevate the art and science of architecture, providing integrated delivery and full turnkey solutions, across a multitude of industries:

Institutional | Commercial | Industrial | Community | Residential



Our Partners

LJC seeks to reduce the inefficiency and risk inherent in the design and construction process by leveraging the knowledge and capabilities of its development and construction partners for the benefit of its clients. Where appropriate, we introduce an enhanced integrated delivery approach in concert with CRG and Clayco. Just as frequently, we engage with contractors, consultants, and affiliates in a wide range of projects that help us keep innovating in our industry.

Our History

Forum Studio (Clayco's original architecture practice, created in 1999) merged with technology firm Bates in 2018, creating BatesForum. In June 2019, Clayco combined the design practices Lamar Johnson Collaborative and BatesForum to create an integrated practice staffed by more than 210 professionals. The integration with Clayco's full-service approach to project delivery allows the entity, LJC, to provide clients a full complement of services and remove inefficiency and risk from the design and development process

Lamar Johnson

Packet Pg. 290

Our Integrated Services

The LJC design team consists of experts in a range of disciplines including Architecture, Interiors, Planning, Urban Design, and Landscape Architecture. We regularly collaborate across disciplines, bringing the expertise needed to best serve the project and the client. Together, we are creating a new model of practice - focusing on integration, in the broadest sense of the word. Not only do we integrate discipline, but we also integrate ideas, goals, and talent to create the best of human energies.

Planning & Urban Design

- Vision & Strategic Planning
- Design Guidelines
- Public Engagement
- Regulatory Agency Approvals
- Master Planning
- Urban Design
- Campus Planning
- Regional & Community Planning

Architecture

- Entitlements
- Site Analysis
- Integrated Delivery
- Architectural Design and Documentation
- Visualization
- BIM and Virtual Design Coordination
- Sustainable Design

Interiors

- Workplace Services
- Change Engagement
- Programming
- Interior Design and Documentation
- Furniture Design
- Visualization



Landscape Architecture

Public Space & Landscape Design and Documentation
 Site Design
 Campus Planning
 Ecosystem Restoration
 Stormwater Strategies

Technical Assurance Group

Peer review / Quality Assurance
 Energy Modeling & Simulations
 Existing Building Evaluation
 Owner's Representative Services & Technical Oversight
 Start-Up/Building Commissioning (Cx)
 Sustainability (LEED) Consulting
 Third-Party Certification Consulting
 Wellness (WELL) Consulting





The Village has identified nine specific objectives to accomplish the goals of the Comprehensive Plan. Our approach will respond to each of these objectives with the intention of creating a well-defined framework for the community's development and investment goals. Our approach will define best practices applicable to the Village, discuss emerging trends to ensure the Village is positioned for success, understand challenges to achieving the Village's goals, and prioritize new opportunities.

The objectives establish a vision for the Plan that is reinforced through its development and implementation and are:

- Objective 1: Establish "Buffalo Grove 2040"
- Objective 2: Incorporate and Build off of Previous Plans
- Objective 3: Robust Community Engagement, Public Communication, and Community Engagement Software
- Objective 4: Extensive in Scope
- Objective 5: Include in-depth plans for the Dundee Road Corridor and Milwaukee Avenue Corridor
- Objective 6: High-Quality Visuals
- Objective 7: Feasible and Sustainable
- Objective 8: Education and Exploration
- Objective 9: Design Guidelines

PROJECT APPROACH

The LJC team are multi-disciplinary experts that represent: urban planning and design, architecture, landscape architecture, utilities and infrastructure engineering, development and redevelopment, stormwater engineering, and transportation engineering. Our team not only has experience working with Buffalo Grove but has worked together on multiple projects throughout the region – a level of comfortability and strong relationships that can benefit Buffalo Grove through efficiency and economy – our team knows where to focus efforts to provide the best solutions to move Buffalo Grove forward. We will bring national best practices to Buffalo Grove by first creating a planning process that uncovers community need and is responsive to addressing the variety of perspectives and positions. Our familiarity with Buffalo Grove allows us to approach the Comprehensive Plan with sensitivity and a level of detail that is transformative.

We have created a project plan that will provide the Village of Buffalo Grove not only with workable solutions that can be implemented; they will also define planning parameters that will ensure future planning decisions are consistent with the vision of the Village, balance economic realities, and enhance the public realm. The first two phases were completed in 2019 and 2020. We anticipate a 6 month schedule to complete the remaining three phases. Each phase will conclude with a set of deliverables:

Completed Phases of the Project

Phase I: Project Award and Kick-off

Phase II: Existing Conditions/Market Assessment

Remaining Phases of the Project

Phase III: Visioning and Preliminary Recommendations

Phase IV: Draft Comprehensive Plan

Phase V: Final Comprehensive Plan

PHASE III:

VISIONING AND PRELIMINARY RECOMMENDATIONS

With a strong base knowledge of existing conditions findings on key planning issues, the vision, goals and objectives for the project, the team will develop a set of Key Recommendations that will serve as the basis for development of the Draft Comprehensive Plan. Recommendations will be prioritized for implementation into immediate, near and long-term timeframes. These recommendations will be evaluated and developed for inclusion into the Draft Plan in Phase IV.

3.1 Vision, Goals, and Objectives Statement

A plan vision statement as well as goals and objectives will be developed in Phase III. The Plan Vision, Goals and Objectives Statement may include, but not be limited to:

- A Vision statement establishing the desired community character, physical and policy achievements
- Economic development goals
- Residential/housing development goals
- Natural resource and open space goals
- Transportation goals
- Redevelopment goals
- Infrastructure goals
- Milwaukee Avenue and Dundee Road Corridor Goals
- Quality of Life goals
- Urban design and community character
- Land use and zoning

3.2 Key Recommendations

A set of Key Recommendations that will serve as the basis for development of the Draft Comprehensive Plan will be developed. The team will put together a memo summarizing the initial recommendations for Steering Committee review. The draft will also include an in-depth view of the two corridors – Milwaukee Avenue and Dundee Road. These recommendations will be evaluated and developed for inclusion into the Draft Plan. We will examine the existing conditions and identify opportunities to create:

- A connected physical environment.
- Complete streets that promote livability and encourage access to multiple modes of transportation including transit, bicycles and pedestrians.
- Open space, parks and recreational uses within the

community.

- transitional and long-term uses for underutilized properties
- Utilization of vacant lands and open space areas, how to protect and manage natural areas and water resources for consistency with overall Plan goals.
- A policy framework to mitigate residential housing quality, support neighborhood character, encourage sustainable development and coordinate land uses.
- Connectivity between important destinations and transportation utilizing transit oriented development, access to public transportation and coordination with corridors and roadways frameworks.
- Opportunities for increased economic development activity along commercial corridors and in identified activity nodes.
- Outline of the Lake Cook Corridor Design Guidelines

3.3 Public Meeting / Visioning Workshop

A clear and community-driven vision will guide all recommendations in the Comprehensive Plan. An interactive Community Visioning Workshop will be held to craft this community vision. The public meeting will support the creation of a community vision for the project, as well as provide insight into challenges and aspirations for the community. The consultant team will facilitate the discussion, including large group, and small group break out sessions to engage participants in conversations around the Comprehensive Plan elements.

3.4 Steering Committee Meeting

Our team will facilitate a Steering Committee meeting to review information gathered in Phase III of the project. We will solicit information and feedback from the Steering Committee on the submitted deliverables including the Future Land Use and Development Overview, Key Recommendations Memo and Vision, Goals and





Objectives Statement. The meeting will include a presentation by the consultant with facilitated discussion. We anticipate this meeting to take place virtually.

3.5 Presentation to Village Board

The LJC team will present the Comprehensive Plan progress to date at a Village Board meeting. At this meeting, our team will solicit input and/or edits to the Plan prior to moving to Phase IV.

Deliverable: Future Land Use and Development Overview – a document that provides preliminary visions and preliminary recommendations for Buffalo Grove as well as the Dundee Road and Milwaukee Ave corridors. The Vision, Goals, and Objectives Statement - this deliverable will be in the form of a technical memo that identifies the priority vision statement of Buffalo Grove, Comprehensive Plan goals and related objectives. This will be the framework for the Key Recommendations for the Draft Plan.

Lake Cook Corridor Design Guideline Overview - a document that provides preliminary recommendations and concepts for the Lake Cook Corridor Design Guidelines that implements ideas and framework from the Lake Cook Corridor Market Study and Plan

Meeting minutes from the Steering Committee meeting, all presentation materials from the Community Visioning

Workshop, and a workshop summary.

Target Timeframe: Summer 2021

PHASE IV: DRAFT PLAN

4.1 Draft Comprehensive Plan

Phase IV centers on creating the Draft Comprehensive Plan containing planning policies and recommendations. The chapters of the Draft Plan will be agreed upon during discussions with the Village and Steering Committee but at a minimum will include an introduction, summary of challenges and opportunities, a vision statement and goals, recommendations and implementation strategies. The required Plan content will address key policy and planning issues including:

- Land use/Regulatory Environment
- Housing
- Economic development and Demographic Trends
- Infrastructure
- Open Space and Parks
- Multi-Modal transportation
- Community Identity, character and design

Additional elements are optional, however, they add value to the community. Inclusion of these elements are important to the success of the Plan and ensure that future decisions are made in concurrence with Plan policy and include:

- Corridor Subarea Planning and identification of redevelopment sites
- Sustainable strategies and Quality of Life Elements
- Conservation and preservation strategies for natural resources
- Streetscape and landscape recommendations

Natural Resources

Future development and expansion will need to consider not only smart and innovative infrastructure, but the conservation of wetlands and preservation of floodplain, while creating riparian buffers along stream corridors. These combined efforts not only reduce flood damages but prevent erosion. Implementation of smart stormwater management techniques, which should be designed to protect critical habitat and maintain healthy stream corridors, will help protect the Village's valuable water resources and natural resources, preserving the ecological health and promoting a greater quality of life for the Village's residents.

Infrastructure

The Village's infrastructure capacity is important to creating a realistic framework for growth. With numerous opportunities to accommodate significant development and redevelopment within the Village, it is important that future demands on infrastructure are carefully evaluated. Our team understands that coordination with the Village's engineering, public works, and water services teams throughout the planning process is critical to ensure that land use and development recommendations can be supported by existing facilities and planned expansions.

Led by Christopher B. Burke Engineering (CBBEL), the analysis and recommendations will be informed by their ongoing municipal engineering services to dozens of Illinois municipalities, as well as their understanding of national best practices. Our team will draw on our extensive knowledge of County and regional stormwater regulations and will evaluate the Village's current stormwater ordinance to provide guidance for future development.

Mobility

The Village's investment in transportation infrastructure has created a multimodal system that has stimulated economic development and while enhancing the quality of life for its residents. Service on Metra's North Central Service Line has been expanded, multiple Pace bus routes operate in the Village, the Village is a member of the Transportation Management Association of Lake Cook, and the bicycle trail and pedestrian system has been extended throughout the community. However, as high energy costs are starting to suggest that heavy reliance on automobile travel may

be impractical or undesirable for the future, the Village of Buffalo Grove has the potential to leverage its current services to support its commercial and residential base while achieving its environmental goals for sustainability.

Urban Design and Community Character

Urban design and public realm improvements have the ability to not only add value to the environment and enhance resident quality of life, but educate and provide additional programming. Urban design and streetscape elements may include lighting, screening, sidewalks, parkways, furnishings, creative placemaking and signage. The comprehensive design of the public realm, in coordination with other comprehensive plan elements, can create a unified and cohesive vision for Buffalo Grove. Our team is able to create a suite of traditional and creative solutions that prioritize investment and leverage the existing urban framework into a walkable and dynamic environment.

4.2 Market-Viable Corridor Plans

Ginkgo will lead the planning and design of the Dundee and Milwaukee Avenue Corridors to create site specific detailed master plans that respond to changing market trends. Ginkgo's award winning work across the region showcases how car-oriented arterials can be transformed to stay economically healthy and attract new businesses. Deliverables for Corridor Plans are anticipated to include the following:

- Existing and Proposed Framework for Roadways,





Trails, Pedestrian, and Bus

- Existing and Proposed Framework for open spaces and stormwater management
- Major redevelopment sites and opportunity areas
- 3 Redevelopment Scenario options for each major redevelopment area, including:
 - ◊ Proposed roadways, trails, detention and open spaces
 - ◊ Transitional land uses
 - ◊ Development parcels and acreages
 - ◊ Proposed land uses
 - ◊ Full buildout options and development yield
 - ◊ 3D massing models
- Final development of preferred Redevelopment Scenario for each major redevelopment area
- Implementation: List of priority projects and long-term projects

4.3 Design Guidelines

Ginkgo is known for creating highly graphic and user-friendly codes and design guidelines that encourage quality development, are easy to administer and can translate plans into reality. We look forward to bringing this unique approach to creating user-friendly highly-graphic design guidelines to Buffalo Grove, where guidelines are real implementation tools to implement the community's vision. There is critical need for one cohesive land use plan that looks at the Village as a whole and can translate these into market-responsive design guidelines. For

Buffalo Grove, Ginkgo's design guidelines will be uniquely crafted to support the future land uses recommended by the new Comprehensive Plan. Deliverables for the Design Guidelines for the Lake Cook Road will generally include:

- Overall goals of the guidelines
- Site Planning and Design
- Parking, access and circulation
- Street Design
- Building and Parking placement
- Building massing and modulation
- Façade articulation and transparency
- Materials
- Roofs and Green Roof systems
- Plazas and open spaces
- Public Art
- Other specific elements identified by the Village

All elements with will be illustrated with diagrams and examples.

Celebrating Community Participation

After the Draft Plan is complete, the team will facilitate a second virtual workshop to present the document and its content for feedback. Our team has created effective virtual means of engagement including:

- On-line surveys
- Virtual presentations

- Small-group break out sessions
- Real-time scribe and preference voting
- Utilization of software that allows real-time feedback

Formal presentations will be brief allowing more time for resident leaders to share their experience, discuss their priority issue areas, engage peers in the process give those gathered an opportunity to ask questions and provide feedback. Concurrent on-line engagement in the form of social media and website presence will extend the virtual workshop to ensure all those that want to offer input have the ability to do so.

4.4 Implementation Strategies

Our team prioritizes implementation of comprehensive plan recommendations. This 'Concept to Construction' approach means that we will describe action steps towards the specific goals of the Plan through the Village's governing processes. It is paramount to the process that individual departments and organizations within the Village recognize how desired changes can be implemented through ongoing operations and budgeting. The LJC team will outline the short-term, intermediate-term, and long-term implementation strategies for the Plan goals that can be reviewed and adjusted by the community annually in conjunction with the preparation of a capital projects or plan. Specific organizations and administrative entities will be identified along with potential funding sources for priority projects identified in the new Comprehensive Plan. Funding opportunities may include local, state and federal sources.

This approach for a new Comprehensive Plan - starting with implementation from day 1 - will offer strategies for the Village to find the best advantages of regional relationships, in terms of addressing current weaknesses, solidifying strengths, expanding economic opportunities and connectivity, and managing physical expansion responsibly. Regional economic development partnerships are being utilized more frequently. The Plan will include opportunities for regional cooperation and will identify synergies with adjacent communities with similar goals. A key element to the new Comprehensive Plan will be recommendations on how to most effectively navigate through this new landscape, and leverage mutual objectives into economic benefits. Buffalo Grove has conducted a number of planning studies in recent years that can be incorporated into the new Comprehensive Plan.

4.5 Presentation to Village Board

LJC will present the Comprehensive Plan progress to date at a Village Board meeting. At this meeting, our team will solicit input and/or edits to the Plan prior to moving to Phase V.

Deliverable: Draft Comprehensive Plan - The Plan will cover elements for the entire community as well as present subarea plans for Dundee Road and Milwaukee corridor. The Draft Plan will include the full text, graphics, findings and recommendations for the final plan. Our team prides itself on clear and consistent communications, highly graphic and user friendly documents that will illustrate the future potential of Buffalo Grove.

Draft Lake Cook Corridor Design Guidelines – a document that provides the draft design guidelines for the Lake Cook Corridor.

Target Timeframe: Fall 2021

Phase V: Final Plan

The Final Comprehensive Plan will be a refinement of the Draft plan and will include an implementation matrix. The Final Plan will be highly graphic and user friendly, with the ability to communicate planning concepts in a straight forward manner. The plan will be organized by chapter with easy reference to its contents, purpose, and use.

Public Comment Period

After the submission of the Phase V deliverable, the Steering Committee and Village staff will have an opportunity to review the document in detail. At the end of the review period, our team will discuss any edits or comments received.





5.1 Final Comprehensive Plan

LJC will revise the Draft Plan in preparation for presentation to the Village Board and Planning and Zoning Commission using input from the Steering Committee as well as comments made by the community. The second draft will be sent electronically to the Village staff, and Steering Committee for review prior to the presentation.

Final Plan Presentation

The Final Plan presentation will communicate the important themes and principles of the Buffalo Grove Comprehensive Plan. This presentation will focus on celebrating resident leaders and champions for the Plan as it moves towards adoption and implementation. Participants in this workshop will be encouraged to identify projects and programs that they would like to continue being active and provide implementation guidance and effort. The goal of this workshop is to build resident capacity for implementation and continue the momentum and excitement created throughout the comprehensive planning process. The culmination of the workshop is a call to action for all participants and contributors to the plan to continue the momentum through implementation.

5.2 Public Hearing

RATIO team will make one (1) formal presentation of the Comprehensive Plan at a public hearing. The Plan will be made available two weeks prior to the meeting. The

presentation will review planning trends and concepts contained in the new Comprehensive Plan, as well as responsibilities and steps for implementation.

5.3 Final Revisions

LJC will revise the Plan to incorporate one round of final comments from the public hearing and distribute the Final Comprehensive Plan document to the Village, and electronically to the wider public.

5.4 Village Board Meeting

LJC will present the Comprehensive Plan at a Village Board meeting. At this meeting, our team will solicit input and/or edits to the Plan for Adoption.

Deliverable: Final Plan – The Final Plan will be a graphically rich and easy to read document. The final product will be designed to be visually appealing and easy to read for residents, the business community, and Village officials.

Final Lake Cook Corridor Design Guidelines

Target Timeframe: Winter 2021

Village Staff Collaboration

At the onset of the project, we will create a Communications Plan that details our initial ideas for the Comprehensive Plan. The Communication Plan would be

reviewed and further developed in consultation with Village staff and the Steering Committee. The plan provides detail on the various audiences, tools, goals, and timelines for engagement activities. Our team will provide input and guidance during the selection of the Steering Committee and will orient them to the process. We anticipate this Committee will meet once a quarter throughout the project. These meetings will also be held quarterly and may include Village of Buffalo Grove departments.

Public Engagement Strategies

In order for the new Comprehensive Plan to be effective, residents, the business community and property owners must feel that the Plan will positively impact their everyday lives. Through online and face-to-face events, our approach depends upon real community input through creative and meaningful engagement. The success of planning processes highly depends on the level of ownership and accessibility that community members feel— moreover, any public planning and design process in the 21st century should be an opportunity for community empowerment and increased capacity. We believe in a community engagement process that goes beyond the symbolic—a design process that invests in people as the main asset to shape the built environment and uses the planning process as an opportunity to increase their capacity to advocate for the outcomes of the plan after its completion. The following opportunities for engagement will be included:

1. **Village Website.** With the Village, LJC will coordinate the project's communication plan, project website, and link to the Village's website where all project documents will be housed for public view.
2. **Social Media Presence.** The consultant team will support outreach on Facebook or other social media platforms by generating content that will then be posted and managed by the Village. Our team will create a schedule for posting at regular intervals to ensure consistent engagement throughout the process. We suggest weekly postings to inform residents on the planning process. Engagement activities such as a survey or other input gathering exercise, be posted monthly. Our team will summarize information gathered from the designated Facebook site for the project. We recommend that Village staff actively manage social media to ensure consistency with Village communications protocols.
3. **Self-directed Interactive Events.** In addition to social media and web presence, tactile, in-person opportunities for engagement that are within the limitations of COVID restrictions will be considered. Ideas for this include:
--Self-directed Engagement Activities. This may include hanging all-weathered posters that showcase

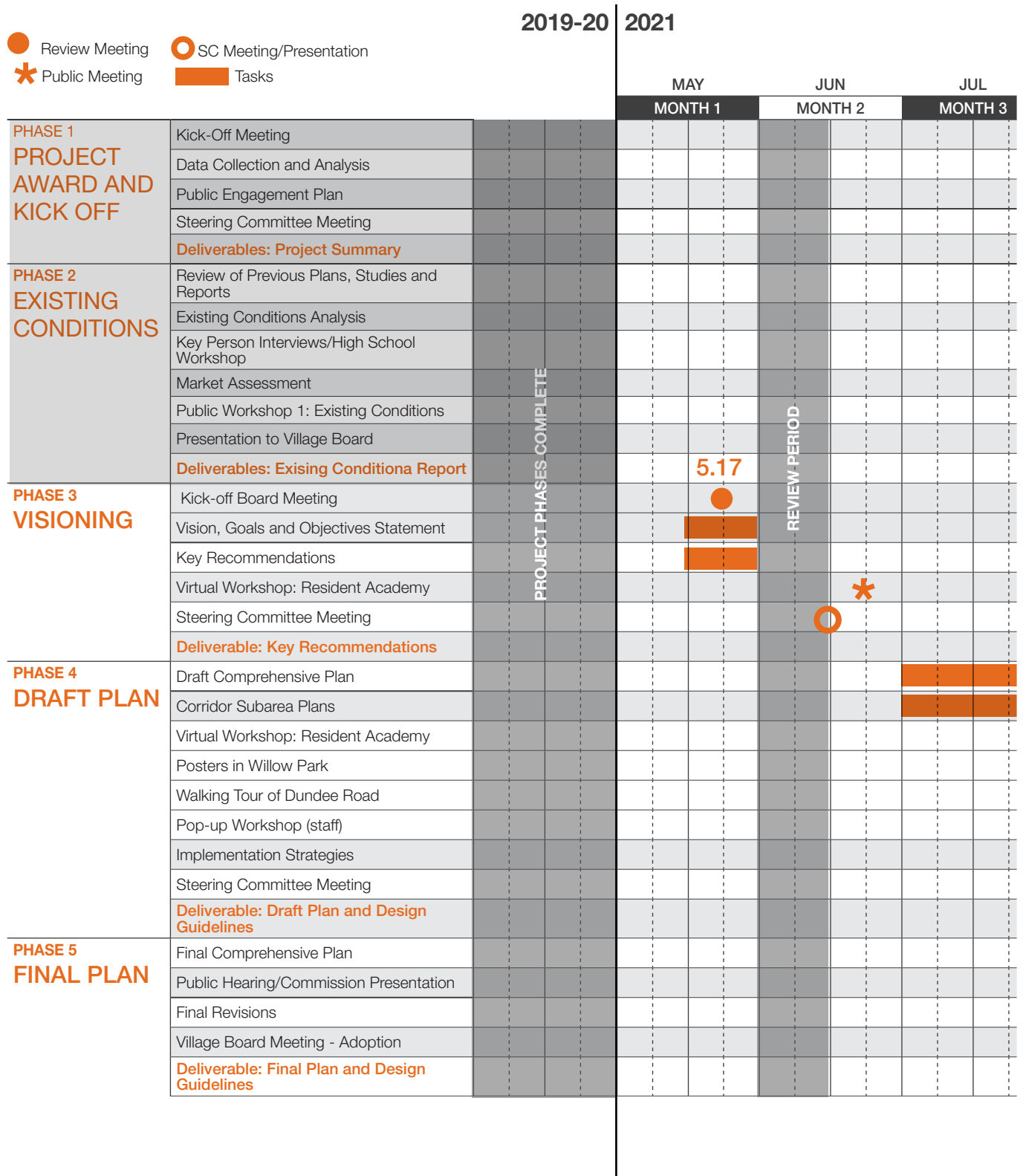
draft plans and concepts under the band shell in Willow Stream Park. Residents could go and view these posters at their leisure and via their phone, listen to an audio recording explaining visioning concepts displayed on the posters. Residents could also then provide feedback on the concepts through a survey or another feedback form via their phone.

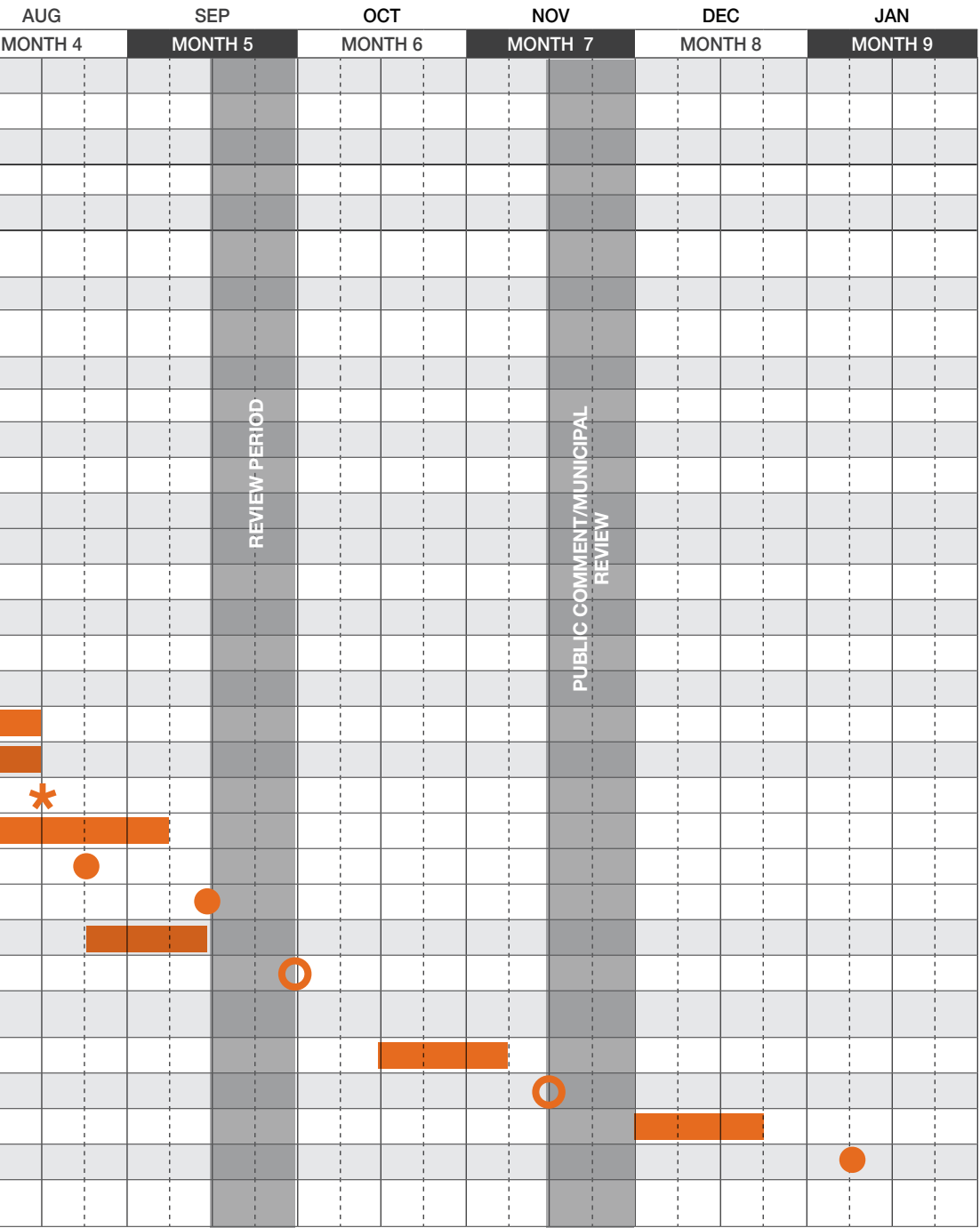
--Walking Tour of Dundee Corridor. Residents can use their phones to listen to a recording as they walk through the Corridor. All-weathered posters that describe potential draft ideas and visions for the area could also be displayed along the route. An opportunity to provide feedback via an online form accessible via a phone would be available.

4. **Pop up Workshops. (OPTIONAL)** Pop-up workshops are innovative methods that extend engagement to more diverse and harder-to-reach populations. Ideally, we would create a station outdoors at a park or other public gathering space to share our work with the community. Our team has experience with pop-up workshops in Brookfield while working on the Brookfield Comprehensive Plan. For Buffalo Grove, we will look for a space within the identified corridors.
5. **Additional Virtual Engagement.** Through the Village's Community Engagement Committee, the Village has identified several key "community champions" that can help us reach residents that are traditionally underrepresented during the planning process. We will work with Village staff to connect to these individuals and set up short meetings with these groups to present concepts and gain feedback via Zoom.



Proposed Schedule





SCHEDULE OF PRICES

Comprehensive Plan

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

FULL NAME OF CONSULTANT: Lamar Johnson Collaborative

MAIN BUSINESS ADDRESS: 35 E. Wacker Dr.
Chicago, IL 60603

PLACE OF BUSINESS: Chicago, IL

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "Comprehensive Plan", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

SCHEDULE OF PRICES

Phase III – Future Land Use and Development Planning	
A	Cost \$ 42,121
Phase IV –Draft Recommendations	
B	Cost \$ 55,072
Phase V – Final Plan	
C	Cost \$ 22,807

Total Cost, Add Items A+B+C \$ 120,000

Written amount of Total Cost One Hundred Twenty Thousand Dollars

SCHEDULE OF PRICES

COST BREAKDOWN

Scope	Percentage of Work	Cost
A. Phase III. - Comprehensive Plan and Design Guidelines		
Consultant	78%	\$33,109
Public Outreach	22%	\$9,012
Subtotal	100%	\$42,121
A. Phase IV. - Comprehensive Plan and Design Guidelines		
Consultant	86%	\$47,552
Public Outreach	14%	\$7,850
Subtotal	100%	\$55,072
A. Phase V. - Comprehensive Plan and Design Guidelines		
Consultant	95%	\$21,707
Public Outreach	5%	\$1,100
Subtotal	100%	\$22,807
TOTAL COST		\$120,000

*Includes public meeting #2

*Includes corridor walking tour

*Includes meetings and summary

SCOPE OF SERVICES

OVERVIEW

About Buffalo Grove

Located 35 miles northwest of Chicago, Illinois, the Village of Buffalo Grove is a home-rule municipality covering more than 9.25 square miles in both Cook and Lake Counties. Through the Tri-State Tollway (I-294), Illinois 53-290 corridors, two Metra train stations, and other transportation networks, Buffalo Grove is well connected to other communities and regions across Illinois, and the country.

The Village currently has a population of approximately 42,000 and almost half of all Buffalo Grove households earn more than \$100,000 per year. Village residents enjoy nationally-ranked public schools, expansive open spaces, access to employment centers, and other important amenities. Buffalo Grove's high quality of life influences the local residential real estate market. In 2015, Crain's Chicago Business Real Estate reported that homes in Buffalo Grove sold faster than any other community in the Chicago metropolitan area. This high standard is also reflected in numerous awards received by the Village in the recent past:

- 46th Best Place to Live in the US by Money Magazine. (The only Illinois community recognized.)
- 20th safety community in the United States and 2nd safest in Illinois.
- 7th most family-friendly community in Illinois.
- Best Chicago suburbs for young professionals.

Building upon these assets is Buffalo Grove's strong financial status. Since 2009, the Village has maintained AAA and Aaa/Aa1 bond ratings from Standard & Poor's and Moody's, respectively. These ratings, along with minimal debt, are a testament to the Village's strong fiscal management, excellent administration, and capacity for future growth.

Buffalo Grove has a distinctive local economy with an employment base of 20,000 workers and 10 million square feet of commercial and industrial space. The Village's advanced manufacturing centers, which include high-profile firms such as Siemens Industry Inc. and Flextronics, International Ltd. are the community's economic engine. Complementing these centers are commercial corridors scattered throughout Buffalo Grove. Some of the corridors have been recently developed while others are well-positioned for redevelopment.

Of particular note are the more recent developments and expansions. Since 2015, the Village has secured and approved many new commercial/industrial projects which will result in new sales tax revenue to the Village. These new developments include but are not exclusive to Woodman's Food Market (242,000 sf grocery store), Shops of Buffalo Grove (43,000 sf retail and office development), Thermflo (40,400 sf industrial and office space), and 850 Asbury (150,000 sf industrial space that includes new tenant such as Business IT Source - BITS). We have also worked with Connexion (an electrical services provider) and Schultes Precision Manufacturing as they both doubled the size of their facilities in Buffalo Grove to 100,000

sf and 110,00 sf respectively. Additional projects such as a redeveloped medical center and a redeveloped fitness center are also on the horizon.

In addition to commercial and industrial developments, new residential developments have also occurred in the Village. Since 2015, the Village has approved two townhome developments, Easton Station (15 units), and Prairie Crossing (12 units). Currently under construction is the large Link Crossing Development. Formerly a farm, this 50-acre property is currently being developed by K. Hovnanian Homes into 187 units that include both townhomes and single family detached homes.

The Village of Buffalo Grove Overview Map (Appendix B), Land Use Map (Appendix C), and Zoning Map (Appendix D), provide further information on the Village's regional context, land use, and development patterns.

Lesley Roth AIA, AICP, LEED AP
Principal
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312.497.5445

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Suite 1300
Chicago, IL 60601

theljc.com



Ordinance No. O-2021-36 : Award of Bid Landscaping

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with City Escape Garden & Design for Landscape Maintenance Services in the amount of \$178,851.00 with an eight percent (\$14,300.00) contingency for a total amount not to exceed \$193,151.00 pending final review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- Landscape Maintenance Memo (DOCX)
- Landscape Maintenance Ordinance (DOCX)
- BIDTAB Landscape Maintenance 2021 (PDF)

Trustee Liaison

Pike

Staff Contact

Tom C. Wisniewski, Village Board

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Landscape Maintenance

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with City Escape Garden & Design for Landscape Maintenance Services in the amount of \$178,851.00 with an eight percent (\$14,300.00) contingency of the contract cost for additional future services. Any work needed in excess of these two amounts \$193,151.00 during the first 2 years of the contract would be brought to the Village Board for approval.

Background

Staff led a bid for Landscape Maintenance Services. The contract includes but is not limited to mowing, weeding, fertilizing, flower bed maintenance and spring and fall clean ups on 100 acres of Village owned properties as well as retention basins. The term of this contract is for two years with 2 possible two year extensions, pending acceptable performance by the contractor and approval by the Village Board.

Bids were received from the following companies: Beary Landscape Management, City Escape Garden & Design, Gilio Landscape Contractors, and The Service Innovators. A copy of the bid tab is attached for reference.

The budgeted amount for FY 2021 is \$197,407.00 and the low bidder came in at \$178,851 which reflected an estimated 10% savings.

City Escape Garden & Design is the lowest responsive and responsible bidder. City Escape Garden & Design has performed the Villages Row & Median mowing for the last three years. The company's performance has always been deemed by staff to be very good.

The eight percent contingency is due to the nature of services provided as the areas may change due to construction and acquisition.

ORDINANCE 2021- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH CITY ESCAPE GARDEN & DESIGN, FOR LANDSCAPE MAINTENANCE SERVICES

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

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a competitive procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to execute a contract with City Escape Garden & Design at a price not to exceed \$193,151.00 per year for the first two years of the contract pending review and approval by the Village Attorney. The not to exceed price includes the eight percent contingency.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2021
 APPROVED: _____, 2021

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Landscape Maintenance Ordinance (O-2021-36 : Award of Bid Landscaping Services)

Tabulation

RFB Opening: May 4, 2021

	Beary Landscape Management 15001 W 159th St. Lockport, IL 60491 skoslawski@bearylandscaping.com	City Escape Garden & Design 3022 W. Lake Street Chicago, IL 60612 connie@cityescape.biz	Gilio Landscape Contractors 3186 N. Kennicott Arlington Heights, IL 60004 ggilio@me.com	The Service Innovators 543 Diens Dr Wheeling, IL 60090 mom7@tsisnow.com
Bid Bond:	Yes	Yes	Yes	Yes
Signed Proposal Form:	Yes	Yes	Yes	Yes
Signed Public Contract Statements:	Yes	Yes	Yes	Yes
Addendum 1	Yes	Yes	No	Yes
Contract Modifications Requested	No	No	No	No
Village				
I. Fine Mowing and Maintenance	\$114,240.00	\$112,168.00	\$139,943.44	\$233,660.00
II. Turf Fertilization and Weed Control	\$14,900.00	\$8,339.00	\$17,003.00	\$23,814.00
III. Turf Core Aeration & Gypsum Application	\$9,800.00	\$3,000.00	\$63,292.00	\$15,798.00
IV. Spring Cleanup	\$16,400.00	\$2,542.00	\$68,440.00	\$40,055.00
V. Seasonal Bed Maintenance	\$17,700.00	\$28,000.00	\$57,005.00	\$18,000.00
VI. Annual Flower Bed Maintenance	\$5,000.00	\$8,400.00	\$27,000.00	\$10,260.00
VII. Fall Cleanup	\$4,200.00	\$1,977.00	\$32,521.00	\$9,383.00
VIII. Dormant/Reduction Renewal Pruning	\$7,200.00	\$2,425.00	\$4,000.00	\$10,197.00
IX. Lake Shore Maintenance	\$24,000.00	\$2,400.00	\$24,960.00	\$24,000.00
X Litter and Debris Removal	\$17,160.00	\$9,600.00	\$41,600.00	\$43,368.00
TOTAL COST	\$230,600.00	\$178,851.00	\$475,764.44	\$428,535.00



Resolution No. R-2021-15 : Thompson & Brandywyn Contract 1 Supplement

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Gewalt Hamilton Associates, Inc. Resident Engineering Supplement for the Brandywyn Lane and Thompson Boulevard Improvement Project - Contract 1 pursuant to the Local Public Agency Agreement for Federal Participation.

ATTACHMENTS:

- GHA T&B C1 Supplement Memo (DOCX)
- GHA Cover Letter - 2019.CS109 Supplement #1 5.6.21(PDF)
- GHA Construction Engineering - Add Service Request 3.15.21 (PDF)
- BLR 05513 2019.CS109 Supp#1 with MH & Scope (PDF)
- BLR 05530 2019.CS109 Supp#1 (PDF)
- BLR 05311 2019.CS109 Addendum #1 (PDF)
- Location Map - Brandywyn&Thompson(PDF)

Trustee Liaison

Pike

Staff Contact

Kyle Johnson, Engineering

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2021

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Approval of Phase III Resident Engineering Supplement with Local Public Agency Agreement for Federal Amendment

Staff Recommendation

Staff recommends that the Village Board authorize the Village President and the Village Clerk to execute the Local Public Agency Agreement Amendment with the Illinois Department of Transportation. Staff further recommends approval of the Phase III Resident Engineering Supplement with Gewalt Hamilton Associates, Inc. in an amount not to exceed \$122,977.00.

Project Background

Thompson and Brandywyn - Contract 1 included Brandywyn Lane from Aptakisic Road to Thompson Boulevard and Thompson Blvd from Brandywyn Lane to Buffalo Grove Road. Work began on May 11th, 2020, was scheduled to complete on October 30th, 2020 and actually completed on November 20th, 2020.

The project was not completed on time due to a failure to perform by the contractor, who was selected by the Illinois Department of Transportation (IDOT) due to the use of Federal Funds. The contractor likely would have taken longer to complete the project, possibly not even until early 2021, had our Resident Engineers not elevated their services to best serve our Residents.

Gewalt Hamilton Associates (GHA) could not dictate the exact means and methods of the contractor on the project, nor could they produce materials or equipment to get the project built. They did however act as a project superintendent when the contractor ceased to have someone adequately perform that role. GHA in that capacity went above and beyond their original scope by

- Coordinating subcontractors
- Coordinating contractor's equipment and employees through a more efficient manner than they were originally instructed
- Changes in IDOT documentation policies due to COVID-19
- Ensuring all elements of the contract provisions were met with construction through active intervention, rather than documenting deficiencies for later correction

- Creating a weekly tangible schedule for the contractor, which we were then able to communicate with the public
- Many other daily or specific instances

Through both the extended schedule and elevated level of services, Gewalt Hamilton Associates incurred more costs than originally expected. They have currently billed to the full extent of their contract and anticipate an amount not to exceed \$122,977.00 to cover current costs and expected close out costs. GHA is absorbing approximately \$90,000 as part of their partnership with the Village.

The contractor is being assessed liquidated damages by IDOT due to their failure to complete the project on time, amounting to \$17,100.00. However, that is split 80% to the Federal Funding and 20% to our Local Project Share, which only presents a savings of \$3,420.00 to the Village.

Since the project was under budget, additional Federal Funding remains earmarked for the Village to use for this purpose. Of the \$122,977.00, 80% will be covered amounting to \$98,381.94. The remaining 20%, or \$24,595.24 is the Village's Local Share responsibility which will be from State MFT funding.

May 6, 2021

Mr. Kyle Johnson, PE, CFM
Assistant Public Works Director
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, Illinois 60089

Via: email

Re: Brandywyn/Thompson Roadway Reconstruction – Contract #1
Construction Engineering | Additional Services Request
Section#: 16-00106-01-RS
Project #: UTSH(857)
Job #: C-91-090-20
Contract#: 61G31
GHA Proposal No. 2019.CS109 Contract #1 | SUPPLEMENT #1

Dear Mr. Johnson:

Please find attached GHA's additional services request and supplemental IDOT agreements for Phase III Construction Engineering Services for the Brandywyn Lane (Aptakisic Rd. to Thompson Blvd.) and Thompson Boulevard (Brandywyn Ln. to Buffalo Grove Rd.). Additional efforts were needed for construction inspection and additional efforts are needed to finalize the IDOT construction closeout documents that are above the manhours indicated in GHA's original agreements as executed by IDOT on January 23, 2020.

The following are attached for your review and approval:

- BLR 05330 Local Public Agency Engineering Service Agreement – Supplement
- BLR 05513 Cost Estimate of Consultant Services Worksheet – Supplement
 - Manhours & Scope of Services – Supplement
- BLR 05311 Local Public Agency Amendment #1 for Federal Participation (w/ location map)
- GHA March 15, 2021 Construction Engineering | Additional Services Request Letter

As indicated in our March 15, 2021 additional service request letter, GHA is requesting the Village to consider approval of the supplemental agreements in the total amount of \$122,977.18 (Federal: \$98,381.94 / Local: \$24,595.24). Please note that the State had approved the initial step of shifting STU federal funding between the construction and construction engineering in the Project Program Information (PPI) document and the within the Transportation Improvement Program (TIP) as of April 12, 2021.

If the agreements are acceptable and approved by the Village Board, the agreements will then need to be processed administratively through the LCCOM Liaison to IDOT for review and then final approval.

We appreciate the opportunity to continue providing our services to the Village of Buffalo Grove and look forward to working with Village staff on the successful completion and closeout of this construction project. If you have any questions or would like additional information, please do not hesitate to contact me at 847.821.6218.

Sincerely,
Gewalt Hamilton Associates, Inc.



Todd P. Gordon, P.E.
Director of Construction and Survey Services
tgordon@gha-engineers.com

cc: Leo Morand, GHA
Dave Marquardt, GHA

Attachment: GHA Cover Letter - 2019.CS109 Supplement #1 5.6.21 (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)

March 15, 2021

Mr. Kyle Johnson, PE, CFM
 Assistant Public Works Director
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, Illinois 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Thompson/Brandywyn Roadway Reconstruction
 Contract 61G31
 Construction Engineering | Additional Services Request

Dear Mr. Johnson:

With construction activities completed, following is a summary of the construction and construction engineering contracts, Federal participation, and contract close-out items remaining:

Agreement (BLR 05310 & BLR 05611) Amounts Approved by the Village on January 21, 2020

	<u>Original Agreements</u>	<u>Federal Share</u>	<u>VBG Share</u>	<u>Totals</u>
Construction	\$3,750,020.00	\$2,812,610.00	\$ 937,410.00	\$3,750,020.00
Construction Engineering	\$ 358,629.00	\$ 286,903.00	\$ 71,726.00	\$ 358,629.00
TOTALS	\$4,108,649.00	\$3,099,513.00	\$1,009,136.00	\$4,108,649.00

Estimated Costs through Project Close Out

	<u>Anticipated Final Costs</u>	<u>Federal Share</u>	<u>VBG Share</u>	<u>Totals</u>
Construction	\$2,983,326.66	\$2,311,017.15	\$ 672,309.51	\$2,983,326.66
Construction Engineering	\$ 481,606.18	\$ 385,284.94	\$ 96,321.24	\$ 481,606.18
TOTALS	\$3,464,932.84	\$2,696,302.10	\$ 768,630.74	\$3,464,932.84

The original agreement's federal maximum contribution for both Construction and Construction Engineering totaled \$3,099,513.00. Based on the projected final construction cost and the requested additional services for construction engineering, the anticipated federal contribution for this project totals approximately \$2,696,302.10. With these adjustments there is still an estimated excess of federal funds remaining in the amount of approximately \$403,210.90. See below summary of the project total cost with the federal and local share savings breakdown.

Total

Local Agency Agreement (BLR 05310) Construction & Construction Engineering \$4,108,649.00
 Anticipated Final Construction & Construction Engineering Cost \$3,464,932.84
 Difference (savings): \$ 643,716.16

Federal Share

Local Agency Agreement (BLR 05310) Construction & Construction Engineering \$3,099,513.00
 Anticipated Final Construction & Construction Engineering Cost \$2,696,302.10
 Difference (savings): \$ 403,210.90

Local (Buffalo Grove) Share

Local Agency Agreement (BLR 05310) Construction & Construction Engineering \$1,009,136.00
 Anticipated Final Construction & Construction Engineering Cost \$ 768,630.74
 Difference (savings): \$ 240,505.26

As detailed above, the final construction costs are expected to be at least \$643,716 under the original executed Local Agency Agreement and approximately \$240,750 under ALamp Concrete Contractor, Inc. executed construction contract of \$3,224,076.15. We are finalizing the quantities with the contractor, and this difference may slightly be adjusted. The following tasks remain to be completed to close out the project with IDOT's documentation requirements:

- Finalize Quantity Agreement with ALamp Concrete Contractor, Inc. Eleven (11) pay quantities out of 224 pay items were outstanding on January 26, 2021. As of January 28, 2021, nine (9) of the eleven (11) were reconciled by GHA. To date, we have not received a response back from ALamp on the reconciliation.
- Review ALamp's pending justification for Liquidated Damages. Prepare and process assessed Liquidated Damages accordingly.
- Prepare and process outstanding force account and authorizations.
- Coordination and observation for pending landscape restoration in the Spring of 2021. It is anticipated that the Period of Establishment will not be achieved until the Fall of 2021.
- Assess temporary thermoplastic pavement marking installation in the spring and coordinate and observe additional installation.
- NPDES monitoring through landscape establishment.
- Conduct IDOT Final Audit (IDOT to schedule).
- Adjustments to construction documentation based on IDOT final audit.
- Complete Final Balancing Authorizations once all quantities are agreed to.
- Reconcile material documentation provided to date versus material documentation required, and coordinate with ALamp to provide.
- Finalize Material Documentation/Certification and submit to IDOT for review.
- Update (ALamp) any Material Documentation deficiency based on IDOT's final review.
- Prepare and process IDOT final documents.
- Process Final Pay Estimate

We have currently billed up to the construction engineering contract amount and as of January 26, 2021 we are currently holding \$146,301.79 in unbilled labor on the project. As you are aware, during construction we had to bring additional GHA staff to the site to observe and document the work when the Contractor had multiple crews on site. Unfortunately, the only staff we had available at that time were very experienced and charge out at a much higher rate than this project warranted. To be fair, we are offering to absorb \$93,324.61 and not include that in our additional service request. Our additional service request for time spent prior to January 26, 2021 accounts for an amount of \$52,977.18. We also estimate approximately \$70,000.00 in labor to complete the above tasks for a total of \$122,977.18. It should be noted that there is also \$3,443.00 of unused subconsultant fees for material testing in the original Construction Engineering Agreement. That unused amount can be transferred within the original contract to the prime consultant.

Because the overall construction cost will come in under the original Local Agency Agreement amount, the federal share for both construction and construction engineering will not reach the maximum federal share amount on this project. As noted above, the federal share saving for the entire project including the anticipated final construction cost and the requested additional services for construction engineering. The Federal Share total savings is approximately \$403,211.

We have spoken with the Lake County Council of Mayors Liaison, Mike Klemens, and he had indicated that the additional construction engineering fees can be included in this gap in the federal funding, which means the Village can realize the 80% federal / 20% local funding split for these additional requested funds. The additional costs for this construction engineering additional services are broken down as follows:

Construction Engineering Additional Services Request: \$122,977.18

Federal Share (80%): \$ 98,381.94
Local Share (20%): \$ 24,595.24
Total: \$122,977.18

In summary, GHA is requesting the Village to consider approval this Construction Engineer Additional Service Request in the total amount of \$122,977.18 (Federal: \$98,381.94 / Local: \$24,595.24). If acceptable, we will need to complete the appropriate documentation that includes a Supplemental Construction Engineering Agreement (BLR 05330) and an amendment to the Local Agency Agreement (BLR 05310). These agreements will need to be approved by the Village Board and IDOT, being processed administratively through the LCCOM Liaison.

If you have any questions, please do not hesitate to contact me.

Thank you for your consideration.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.



Todd P. Gordon, P.E.
Director of Construction and Survey Services

cc: Leo Morand P.E., GHA Inc.
David Maquardt, GHA, Inc



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
ANNIVERSARY RAISE

Local Public Agency

Village of Buffalo Grove

County

Lake

Section Number

16-00106-01-RS

Consultant (Firm) Name

Gewalt hamilton Associates, Inc.

Prepared By

Todd Gordon

Date

5/5/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM

12

MONTHS

START DATE

4/1/2020

RAISE DATE

ANNIVERSARY

OVERHEAD RATE

152.48%

COMPLEXITY FACTOR

0

% OF RAISE

2.00%

ESCALATION PER YEAR**DETERMINE THE MID POINT OF THE AGREEMENT**

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.00%

The total escalation for this project would be:

1.00%

BLR 05513 (Rev. 04/30/21)
Escalation

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	16-00106-01-RS

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$76.42	\$77.18
CE VI	\$75.38	\$76.13
CE V	\$69.65	\$70.35
CE IV	\$57.80	\$58.38
CE III	\$47.90	\$48.38
CE II	\$34.26	\$34.60
CE I	\$27.78	\$28.06
Land Surveyor IV	\$49.38	\$49.87
Land Surveyor II	\$38.63	\$39.02
GISP III	\$55.00	\$55.55
Environmental Consult II	\$32.75	\$33.08
ET V	\$57.88	\$58.46
ETIV	\$39.04	\$39.43
ET III	\$31.15	\$31.46
ET II	\$28.53	\$28.82
ET I	\$21.84	\$22.06
AD I	\$24.40	\$24.64

Attachment: BLR 05513 2019.CS109 Supp#1 with MH & Scope (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)

Village of Buffalo Grove

Lake

16-00106-01-RS

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

COMPLEXITY FACTOR	0.00%
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108,760

Attachment: BLR 05513 2019.CS109 Supp#1 with MH & Scope (R-2021-15 : Thompson & Brandywyn

Local Public Agency
Village of Buffalo Grove

Lake

16-00106-01-RS

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

1

1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Observation			Project Closeout											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	77.18	0.0																	
CE VI	76.13	0.0																	
CE V	70.35	0.0																	
CE IV	58.38	0.0																	
CE III	48.38	388.0	45.75%	22.14				388	73.21%	35.42									
CE II	34.60	0.0																	
CE I	28.06	0.0																	
Land Surveyor IV	49.87	0.0																	
Land Surveyor II	39.02	0.0																	
GISP III	55.55	0.0																	
Environmental Consult II	33.08	0.0																	
ET V	58.46	353.0	41.63%	24.33	318	100.00%	58.46	35	6.60%	3.86									
ETIV	39.43	49.0	5.78%	2.28				49	9.25%	3.65									
ET III	31.46	25.0	2.95%	0.93				25	4.72%	1.48									
ET II	28.82	33.0	3.89%	1.12				33	6.23%	1.79									
ET I	22.06	0.0																	
AD I	24.64	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		848.0	100%	\$50.80	318.0	100.00%	\$58.46	530.0	100%	\$46.20	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Attachment: BLR 05513 2019.CS109 Supp#1 with MH & Scope (R-2021-15 : Thompson & Brandywyn

	Principal	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV	LS II	GISP II	EC II	ET V	ET IV	ET III	ET II	ET II	ET I	AD I	Total Hours
I. Phase III Construcrtion Engineering																			
Construction Observation												318							318
Project Closeout					388							35	49	25	33				530
																			0
																			0
																			0
																			0
																			0
																			0
																			0
																			0
I. Category Subtotal	0	0	0	0	388	0	0	0	0	0	0	353	49	25	33	0	0	0	848
II. Category																			
Total Labor	0	0	0	0	388	0	0	0	0	0	0	353	49	25	33	0	0	0	848

SCOPE OF SERVICES | SUPPLEMENTAL #1

Phase III Construction Engineering Services
 Brandywyn Lane and Thompson Boulevard Improvements
 Village of Buffalo Grove
 GHA Proposal No. 2019.CS109 – Supplemental #1

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

www.gha-engineers.com

CONSTRUCTION ENGINEERING SERVICES – SUPPLEMENTAL #1

Additional manhours were needed for construction observation and for final IDOT documentation and project closeout due to additional time necessary for oversight of the contractor. The additional tasks and time will adhere to the original provision of GHA's Proposal No.: 2019.CS109 and agreements as executed by the Village of Buffalo Grove on January 21, 2020 and as executed by IDOT on January 23, 2021.

In addition, GHA will adhere to construction industry standards and maintain compliance with the project plans and specifications and will be performed in accordance with the above-mentioned agreements as well as the Illinois Department of Transportation standard procedures.

GHA continued to provide full-time construction observation of the construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. IDOT's web-based system, Construction and Materials Management Systems (CMMS), that includes computerized version of a Daily Diary, Weekly Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and numerous other reports. GHA continued with the tasks identified in our original scope of services (GHA's Proposal No.: 2019.CS109).

GHA will continue to coordinate and perform final construction oversight and contract closeout procedures with the Contractor (ALamp Concrete Contractor, Inc.) and IDOT. Efforts that remain to be completed:

1. Finalize Quantity Agreement with ALamp Concrete Contractor, Inc.
2. Review ALamp's pending justification for Liquidated Damages. Prepare and process assessed Liquidated Damages accordingly.
3. Prepare and process outstanding force account and authorizations.
4. Coordination and observation of final landscape restoration in the Spring of 2021. It is anticipated that the Period of Establishment will not be achieved until the Fall of 2021.
5. Assess temporary thermoplastic pavement marking installation in the spring and coordinate and observe additional installation.
6. NPDES monitoring through landscape establishment.
7. Conduct IDOT Final Audit (IDOT to schedule).
8. Adjustments to construction documentation based on IDOT final audit.
9. Complete Final Balancing Authorizations once all quantities are agreed to.
10. Reconcile material documentation provided to date versus material documentation required, and coordinate with ALamp to provide.
11. Finalize Material Documentation/Certification and submit to IDOT for review.
12. Update (ALamp) any Material Documentation deficiency based on IDOT's final review.
13. Prepare and process IDOT final documents.
14. Process Final Pay Estimate



Local Public Agency Engineering Services Agreement

9.J.e



Using Federal Funds? ☒ Yes ☐ No

Agreement Type

Supplement

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Buffalo Grove	Lake	16-00106-01-RS	C-91-090-20
Project Number	Contact Name	Phone Number	Email
UTSH(857)	Darren T. Monico P.E.	(847) 459-2523	dmonico@vbg.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Brayndywyn Ln	2060	0.47 Mli	N/A
Location Termini			
Aptakistic Rd to Thompson Blvd			
Add Location Remove Location			

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Thompson Blvd	3260	0.44 MI	N/A
Location Termini			
Brandywyn Ln to Buffalo Grove Rd			
Add Location Remove Location			

Project Description

Project consists of the reconstruction of Bryndywyn Ln and Thompson Blvd. Improvements include curb and gutter, ADA upgrades, landscaping restoration and other associated improvements to complete the project.

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

AGREEMENT FOR

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Gewalt hamilton Associates, Inc.	Todd P. Gordon	(847) 478-9700	tgordon@gha-engineers.com
Address	City	State	Zip Code
625 Forest Edge Drive	Vernon Hills	IL	60061

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

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

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

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

AGREEMENT SIGNATURES

Executed by the LPA:

		Local Public Agency Type			Name of Local Public Agency
		The 	of		
Attest:					
By	Date		By	Date	
Name of Local Public Agency		Local Public Agency Type	Title		
		Clerk			

(SEAL)

Executed by the ENGINEER:

		Consultant (Firm) Name	
		Gewalt hamilton Associates, Inc.	
Attest:			
By	Date		By
Title		Title	

APPROVED:

Regional Engineer, Department of Transportation		Date

Attachment: BLR 05530 2019.CS109 Supp#1 (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)

Local Public Agency

County

Section Number

Village of Buffalo Grove

Lake

16-00106-01-RS

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☐ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
☒ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☒ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☒ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐				
☐				
☐				
☐				
☐				
Total Direct Costs				

Attachment: BLR 05530 2019.CS109 Supp#1 (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)

Local Public Agency

County

Section Number

Village of Buffalo Grove

Lake

16-00106-01-RS

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒
Project Criteria		Weighting	
-	Services	20%	
-	References and Resumes	10%	
-	Local Office and Area Knowledge	15%	
-	Ability to Perform Multiple Functions	10%	
-	Qualifications and Experience	20%	
-	Affiliations and Accreditations	10%	
-	Past Performance	15%	
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
Selection committee (titles) for this project			
Village Engineer, Director of Public Works, Civil Engineer II			
Top three consultants ranked for this project in order			
1	Gewalt Hamilton Associates, Inc.		
2	Civiltech		
3	BLA		
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

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

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
 Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
 Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
 If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplementa
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.
County Insert the name of the county in which the LPA is located.
Section Number Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number Insert the job number assigned for the project, if applicable.
Project Number Insert the project number assigned for this project, if applicable.
Contact Name Insert the name of the LPA contact for this project.
Phone Number Insert the phone for the LPA contact listed to the left without dashes.
Email Insert the email for the LPA contact listed to the left.

Section Provisions

Location Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name Insert the local street/road name.
Key Route Insert the key route of the street/road listed to the left, if applicable.
Length Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Existing Structure Number(s) Insert the existing structure number(s) for this project.
Location Termini Insert the beginning and ending termini as it pertains to this location for this project.
Add Location Use this button to add additional locations
Project Description Insert a description of the work to be accomplished by this project.
Engineering Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Attachment: BLR 05530 2019.CS109 Supp#1 (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Firm Name	Insert the name of the consultant firm.
Address	Insert the address of the firm listed to the left.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.
Agreement Summary	
Prime	Insert the name of the Prime Consultant
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant	As applicable, for each sub consultant listed, insert the name of the subconsultant
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.

Name of Local Public Agency Insert the name of the LPA.

By The LPA clerk will sign here.

By The LPA official authorized to sign this agreement will sign and date here.

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

Local Public Agency Type Insert the type of LPA.

Seal of LPA The LPA will seal the document here.

Title Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name Insert the name of the engineering firm the agreement is with.

By The person(s) authorized to sign this agreement from the engineering firm will sign and date here.

Title Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer Upon approval the Regional Engineer will sign and date here.

Exhibit A Insert the scope of services covered by this agreement for this project.

Exhibit B Insert the project schedule that applies to this agreement.

Exhibit C Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.

Exhibit D Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.

Exhibit E Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514).
If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.

Exhibit Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

Central Office (only for Projects using State and/or Federal Funds)

District

Engineer (Municipal, Consultant or County)

Local Public Agency Clerk

Attachment: BLR 05530 2019.CS109 Supp#1 (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	16-00106-01-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
Surface Trans Pgm Urban (STU)		CMAQ	10-16-0039

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number
C-91-090-20	UTSH(857)

Engineering

Job Number	Project Number

Right of Way

Job Number	Project Number

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Brandywyn Ln	2060	0.47 MI	From	To
			0.00	0.59

Location Termini

Aptakisic Rd to Thompson Blvd

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Buffalo Grove	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Thompson Blv	3260	0.44 MI	From	To
			0.59	1.03

Location Termini

Brandywyn Ln to Buffalo Grove R

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Buffalo Grove	N/A	Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

ADDENDA

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

☒	1. Location Map
☒	2. Division of Cost
-	
Add Row	

Attachment: BLR 05311 2019.CS109 Addendum #1 (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

--	--

The above signature certifies the agency's Tin number is
36-252505 conducting business as a Governmental Entity.

Duns Number 074402751

APPROVED

State of Illinois
 Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

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

Attachment: BLR 05311 2019.CS109 Addendum #1 (R-2021-15 : Thompson & Brandywyn Contract 1 Supplement)

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
Village of Buffalo Grove		Lake		16-00106-01-RS	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-090-20	UTSH(857)				

DIVISION OF COST									
Type of Work	Federal Funds			State Funds			Local Public Agency		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
- Participating Construction	STU	\$2,714,228.26	*				Local	\$852,447.00	BAL
- Non-Participating Construction							Local	\$84,963.00	100%
- Construction Engineering	STU	\$385,284.74	*				Local	\$96,321.00	BAL
-									
-									
-									
-									
-									
-									
-									
-									
-									
-									
Total		\$3,099,513.00		Total			Total		\$1,033,731.00
Add									\$4,133,244.00

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

*Maximum FHWA (STU) 80% not to exceed \$3,099,513.00

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

Instructions for BLR 05311 - Page 1 of 3

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

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. This form serves as an amendment to BLR 05310. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Amendment No.	Insert the amendment number as it applies to this amendment.																																
<u>Local Public Agency</u>																																	
Name of LPA	Insert the name of the LPA																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section number applied to this project.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)																																
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:																																
	<table border="0"> <tr> <td>Bi-State</td> <td>Bi-State Regional Commission</td> </tr> <tr> <td>CMAA</td> <td>Chicago Metropolitan Planning Organization</td> </tr> <tr> <td>CUUATS</td> <td>Champaign/Urbana Urban Area Transportation Study</td> </tr> <tr> <td>DATS</td> <td>Danville Area Transportation Study</td> </tr> <tr> <td>DMATS</td> <td>Dubuque Metropolitan Area Transportation Study</td> </tr> <tr> <td>DSATS</td> <td>DeKalb/Sycamore Area Transportation Study</td> </tr> <tr> <td>DUATS</td> <td>Decatur Urbanized Area Transportation Study</td> </tr> <tr> <td>EWGCG</td> <td>East-West Gateway Council of Governments</td> </tr> <tr> <td>KATS</td> <td>Kankakee Area Transportation Study</td> </tr> <tr> <td>MCRPC</td> <td>McLean County Regional Planning Commission</td> </tr> <tr> <td>PPUATS</td> <td>Peoria/Pekin Urban Area Transportation Study</td> </tr> <tr> <td>RPC</td> <td>Region 1 Planning Council</td> </tr> <tr> <td>SATS</td> <td>Springfield Area Transportation Study</td> </tr> <tr> <td>SEMPO</td> <td>South East Metropolitan Planning Organization</td> </tr> <tr> <td>SIMPO</td> <td>Southern Illinois Metropolitan Planning Organization</td> </tr> <tr> <td>SLATS</td> <td>State Line Area Transportation Study</td> </tr> </table>	Bi-State	Bi-State Regional Commission	CMAA	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque Metropolitan Area Transportation Study	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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SEMPO	South East Metropolitan Planning Organization																																
SIMPO	Southern Illinois Metropolitan Planning Organization																																
SLATS	State Line Area Transportation Study																																
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".																																
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.																																
Day Labor	Check this box if the project will be constructed using day labor.																																
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.																																
Right-of-Way	Check this box if Right-Of-Way is part of the project.																																
Construction																																	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"																																
Project Number	Insert the project number assigned to the construction portion of this project.																																
Engineering																																	
Job Number	Insert the job number assigned for the engineering portion of this project.																																
Project Number	Insert the project number assigned to the engineering portion of this project.																																

Instructions for BLR 05311 - Page 2 of 3

Right-of-Way

Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
<u>Location</u>	Use the add location button to add additional locations if needed.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.

Addenda

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

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

Approved

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

Division of Cost Table

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

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

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

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

Example:

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

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

Instructions for BLR 05311 - Page 3 of 3

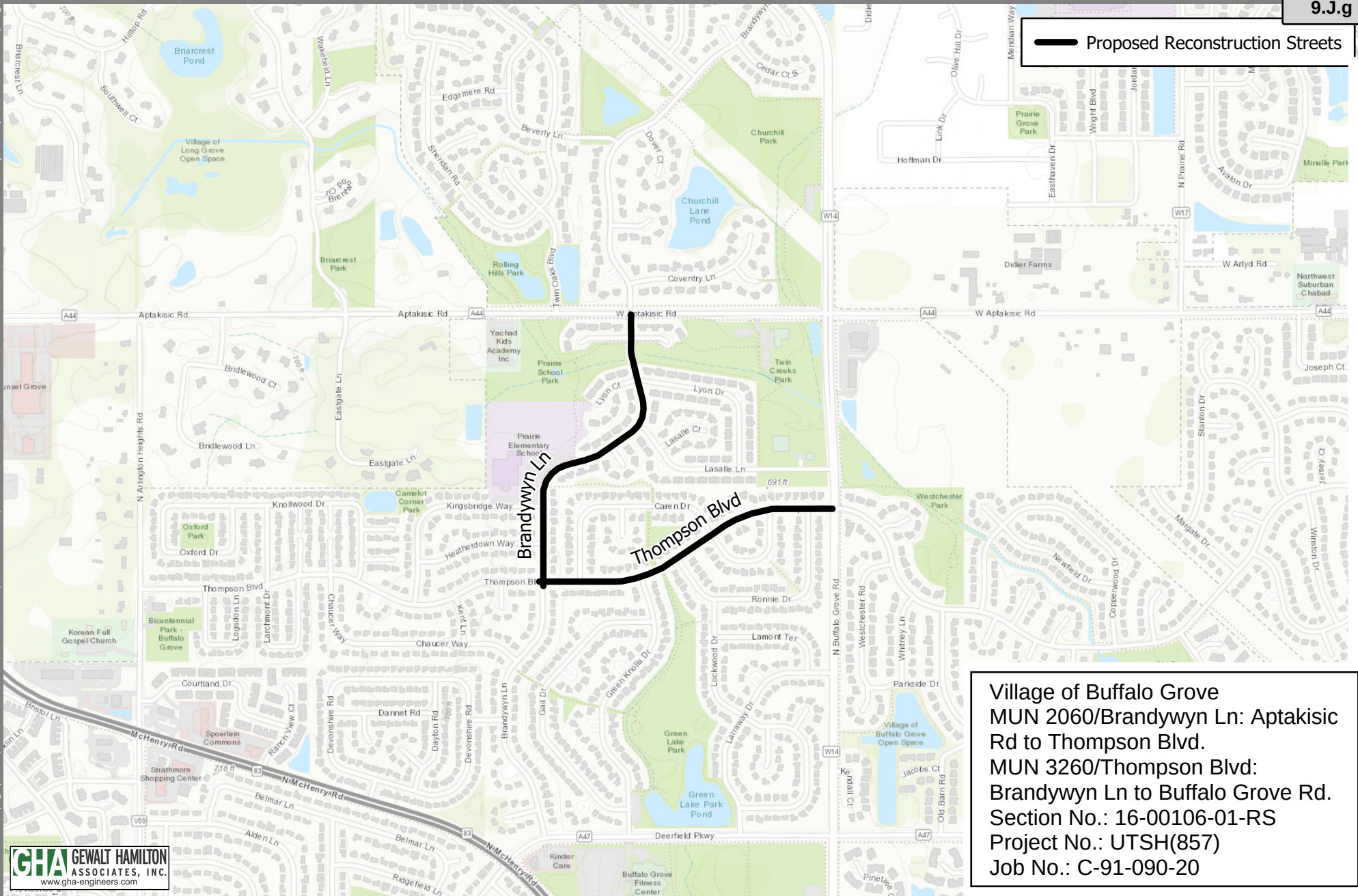
Division of Cost Table:

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

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

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

District file
Bureau of Local Roads Central Office (2)

 Proposed Reconstruction Streets


1 inch = 1,000 Feet

Location Map

Buffalo Grove, IL

Packet Pg. 338



Action Item : Spoerlein Commons Dunkin/Baskins Development Improvement Agreement

Recommendation of Action

Staff recommends approval, subject to the review and approval by the Village Attorney.

The Spoerlein Commons Dunkin/Baskins development is located at Arlington Heights Road and IL-83 and consists of a new free standing combination Dunkin Donuts and Baskin Robbins building within Spoerlein Commons. This development will replace the existing the Dunkin Donuts within Spoerlein Commons. Staff recommends approval of the Development Improvement Agreement subject to the receipt of the required fees and the Village Attorney review.

ATTACHMENTS:

- Spoerlein Dunkin-Baskin DIA Memo (DOCX)
- DIA_Spoerlein Dunkin-Baskin_05-04-2021 (DOCX)
- Engineering Plan Set (PDF)
- Landscape Plan (PDF)
- Plat of Vacation - Easement (PDF)
- 2021-03-11_EOPC-Final_Full_271 (PDF)

Trustee Liaison
Stein

Staff Contact
Darren Monico, Public Works

Monday, May 17, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 10, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Spoerlein Commons Dunkin/Baskins Development Improvement Agreement

Whitestone Spoerlein Commons 1, LLC has submitted a Development Improvement Agreement for the Dunkin/Baskins Development, located in Spoerlein Commons east of Arlington Heights Road and north of IL-83 adjacent to the Bucky's Gas Station.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site in addition to the building addition. Typical items include the stormwater management, parking lot, and all of the utilities such as water main and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

Spoerlein Commons Dunkin/Baskins

Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 19th day of April, 2021 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Whitestone Spoerlein Commons 1 LLC, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by RWG Engineering, LLC, who are registered professional engineers (the "Site Plan"), which Plans were approved by the Village pursuant to Ordinance No. _____ and (ii) additional plans and specifications prepared by Warren Johnson Architects, Inc dated April 20, 2021 and Dickson Design Studio dated March 4, 2021 and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to 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 Five Hundred Eighteen Thousand Seven Hundred Forty Nine and 00/100 Dollars (\$518,749.00), 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:

Whitestone Spoerlein Commons 1 LLC
2600 S. Gessner Road, Suite 500
Houston, TX 77063-3223

By: _____
 Name: _____
 Title: _____

Spoerlein Commons Dunkin/Baskins

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

Part of Lot 4 in McHenry Road Homesites, being a subdivision of part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 43 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded November 24, 1956, as Document 931656, in Book 1501 of Records, page 154, in Lake County, Illinois

KNOWN AS: **SPOERLEIN COMMONS, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-29-301-0004

AREA = 41,755 SQ. FT. OR 0.96 ACRES

Spoerlein Commons Dunkin/Baskins
(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.

Spoerlein Commons Dunkin/Baskins

(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering Plans prepared by: RWG Engineering, LLCEntitled: FINAL ENGINEERING PLANS FOR SPOERLEIN COMMONS DUNKIN/BASKIN DRIVE -THRU,1151 McHENRY ROAD, BUFFALO GROVE, ILLINOISConsisting of: 10 sheet(s), last revised March 30, 2021Final Architectural Plans prepared by: Warren Johnson Architects, IncEntitled: PROPOSED OUTLOT/COLD DARK SHELL FOR FUTURE (DUNKIN/BASKIN ROBBINS)TENNANTConsisting of: 28 sheet(s), last revised April 20, 2021Final Landscaping Plans prepared by: Dickson Design StudioEntitled: FINAL LANDSCAPE PLANConsisting of: 4 sheet(s), last revised March 4, 2021Final Plat of Vacation prepared by: Terra Technology Land Surveying, Inc.Entitled: PLAT OF VACATIONConsisting of: 1 sheet(s), last revised March 17, 2021

(see following pages)

Spoerlein Commons Dunkin/Baskins
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

RWG ENGINEERING, LLC
CIVIL ENGINEERING — REAL ESTATE CONSULTING — PROJECT MANAGEMENT
ILLINOIS PROFESSIONAL DESIGN FIRM #184-006370
LIMITATION OF WARRANTY OF ENGINEER'S
INSTRUMENTS OF SERVICE

THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

LEGEND		
	EXISTING	PROPOSED
SANITARY MANHOLE	⊙	⊙
STORM MANHOLE	⊙	⊙
CATCH BASIN	○	●
INLET	□	■
PRECAST FLARED END SECTION	▢	▣
CONCRETE HEADWALL	⌢	⌢
VALVE VAULT	⊗	⊗
VALVE BOX	■	■
FIRE HYDRANT	⌢	⌢
BUFFALO BOX	○	●
CLEANOUT	⊞	⊞
SANITARY SEWER	—◄	—◄
FORCE MAIN	—/—/—	—/—/—
STORM SEWER	—C—	—C—
WATER MAIN	—·—·—	—·—·—
CONSTRUCT WATER MAIN UNDER SEWER		—·—·—
GRANULAR TRENCH BACKFILL		▨
STREET LIGHT	⊙	⊙
ELECTRICAL CABLE	—E—	—E—
2" CONDUIT ENCASEMENT		▬
ELECTRICAL TRANSFORMER OR PEDESTAL	⊞	■
POWER POLE	⊙	⊙
STREET SIGN	⌢	⌢
GAS MAIN	—G—	—G—
TELEPHONE LINE	—T—	—T—
CONTOUR	---749---	---749---
SPOT ELEVATION	X(750.00)	X750.00
WETLANDS	▬	▬
FLOODWAY	▬	▬
FLOODPLAIN	▬	▬
HIGH WATER LEVEL (HWL)	▬	▬
NORMAL WATER LEVEL (NWL)	▬	▬
DIRECTION OF SURFACE FLOW	→	→
DITCH OR SWALE	→	→
OVERFLOW RELIEF ROUTING	↶	↶
SLOPE BANK	↶	↶
TREE WITH TRUNK SIZE	⊙	⊙
SOIL BORING	⊙	⊙
TOPSOIL PROBE	⊙	⊙
FENCE LINE, WIRE OR SILT	—X—	—X—
FENCE LINE, CHAIN LINK OR IRON	—○—	—○—
FENCE LINE, WOOD OR PLASTIC	—□—	—□—
CONCRETE SIDEWALK	▬	▬
CURB AND GUTTER	▬	▬
DEPRESSED CURB	▬	▬
REVERSE PITCH CURB & GUTTER	▬	▬
EASEMENT LINE	▬	▬

ABBREVIATIONS			
BL	BASE LINE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	Δ	INTERSECTION ANGLE



Know what's below.
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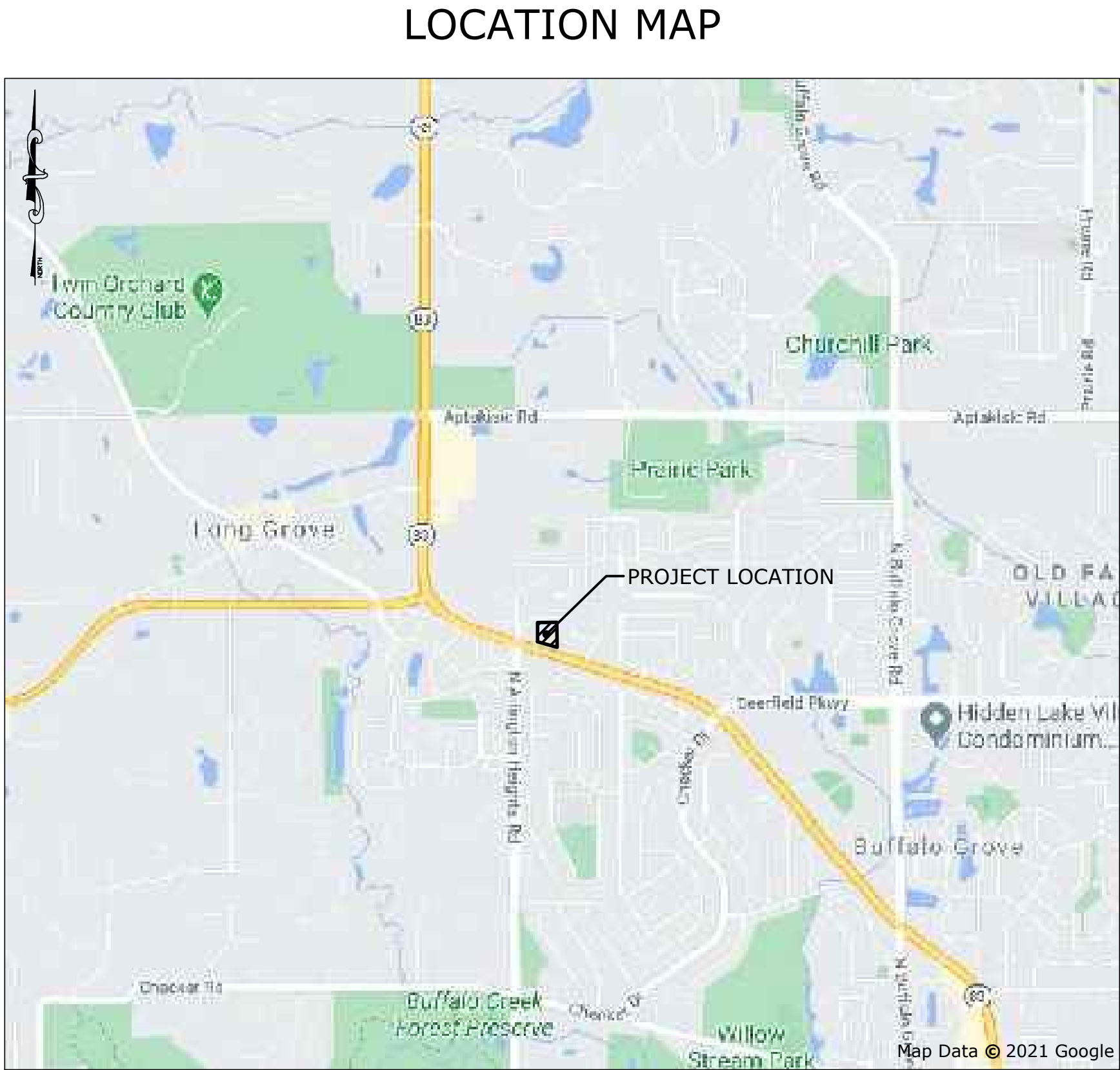
FINAL ENGINEERING PLANS

FOR

SPOERLEIN COMMONS

DUNKIN/BASKIN DRIVE-THRU

1151 McHENRY ROAD - BUFFALO GROVE, ILLINOIS



GENERAL NOTES

- The contractor shall notify the following governmental agencies at least two working days prior to commencement of construction:
 - Village of Buffalo Grove Engineering and Public Works Department (847-459-2523)
- The contractor shall notify all utility companies and arrange for their facilities to be located prior to work in any easement, right-of-way, or suspected utility location. Repair of any damage to existing facilities shall be the responsibility of the contractor. Utility locations shown herein are for graphic illustration only and are not to be relied upon.
- Prior to commencement of any offsite construction, the contractor shall secure written authorization that all offsite easements have been secured, and that permission has been granted to enter onto private property.
- Elevations shown herein reflect NAVD 1988 datum.
- The boundary and topographic survey data for this project is based on a field survey prepared by Terra Technology Land Surveying, Inc., dated January 3, 2019. The contractor shall verify existing conditions prior to commencing construction and shall immediately notify the engineer in writing of any differing conditions.
- RWG Engineering, LLC, it's employees and agents are not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor, and any other entity performing work at the site. Neither the owner nor the engineer assumes any responsibility for job site safety or for the means, methods or sequences of construction.
- Except where modified by the contract documents, all work proposed hereon shall be in accordance with the following specifications, which are hereby made a part hereof:
 - "Standard Specifications for Road and Bridge Construction in Illinois," as prepared by I.D.O.T. latest edition.
 - "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition.
 - "Illinois Recommended Standards for Sewage Works," as published by the I.E.P.A., latest edition.
 - The subdivision and development codes and standards of the Village of Buffalo Grove, as published by the Municipality.
 - "Illinois Accessibility Code" as published by the State of Illinois Capital Development Board, effective October 23, 2018.
 - The National Electric Code.
 - "Illinois Urban Manual" as prepared by the U.S. Dept. of Agriculture latest edition.
- The Village of Buffalo Grove Development Ordinance shall take precedence if a conflict in project specifications occurs.

PLANS PREPARED FOR
WHITESTONE REIT
20789 N. PIMA ROAD, SUITE 210
SCOTTSDALE, AZ. 85255-7533
(480)397-1908

INDEX OF SHEETS

- TITLE SHEET
- EXISTING CONDITIONS PLAN
- DEMOLITION PLAN
- SITE GEOMETRIC AND PAVING PLAN
- SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN
- GRADING PLAN
- UTILITY PLAN
- PROJECT NOTES & SPECIFICATIONS
- CONSTRUCTION STANDARDS
- CONSTRUCTION STANDARDS

BENCHMARKS

- CONTROL POINT 1

CUT CROSS @ BACK OF CURB. EL.=718.23(NAVD88)
N 2006071.82
E 1079242.61
- CONTROL POINT 2

CUT CROSS @ BACK OF CURB. EL.=714.94(NAVD88)
N 2006176.57
E 1079013.16
- CONTROL POINT 3

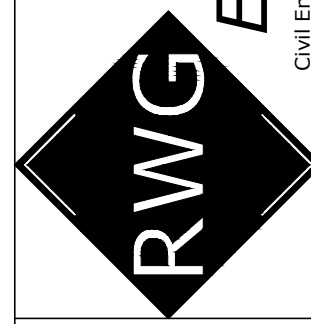
CUT CROSS @ BACK OF CURB. EL.=715.96(NAVD88)
N 2006392.34
E 1079055.50
- (VERTICAL DATUM ESTABLISHED BY GPS OBSERVATIONS TIED TO TRIMBLE VRS NOW NETWORK)

PRELIMINARY- FOR REVIEW ONLY



SPORLEIN COMMONS - DUNKIN/BASKIN DRIVE-THRU
BUFFALO GROVE, ILLINOIS
TITLE SHEET

975 E. 22nd St, Suite 400
Wheaton, IL 60189
630-480-2889
www.rwg-engineering.com



RWG Engineering, LLC

Civil Engineering • Real Estate Consulting • Project Management

PROJECT NO. 27112116
DATE 02/12/21
SCALE NONE
PROJ. MGR. PDL
PROJ. ASSOC. NEX
DRAWN BY TLM

SHEET
1 OF 10

DRAWN BY TLM

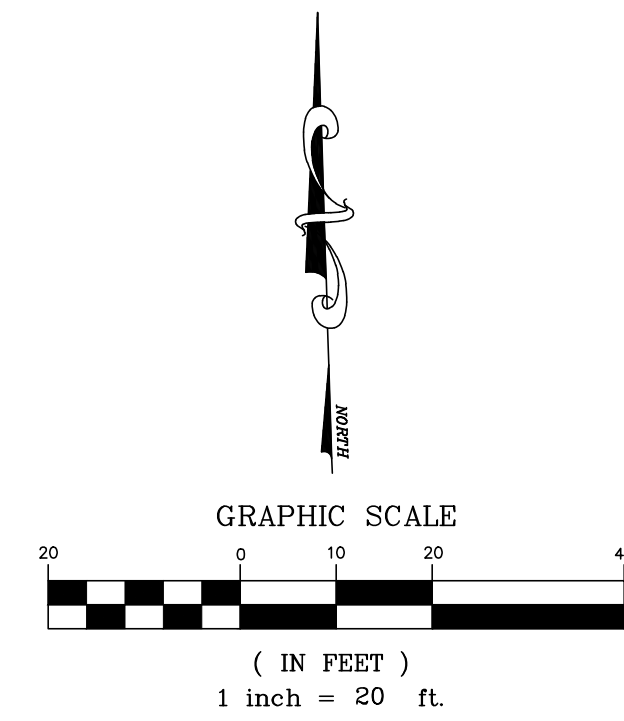
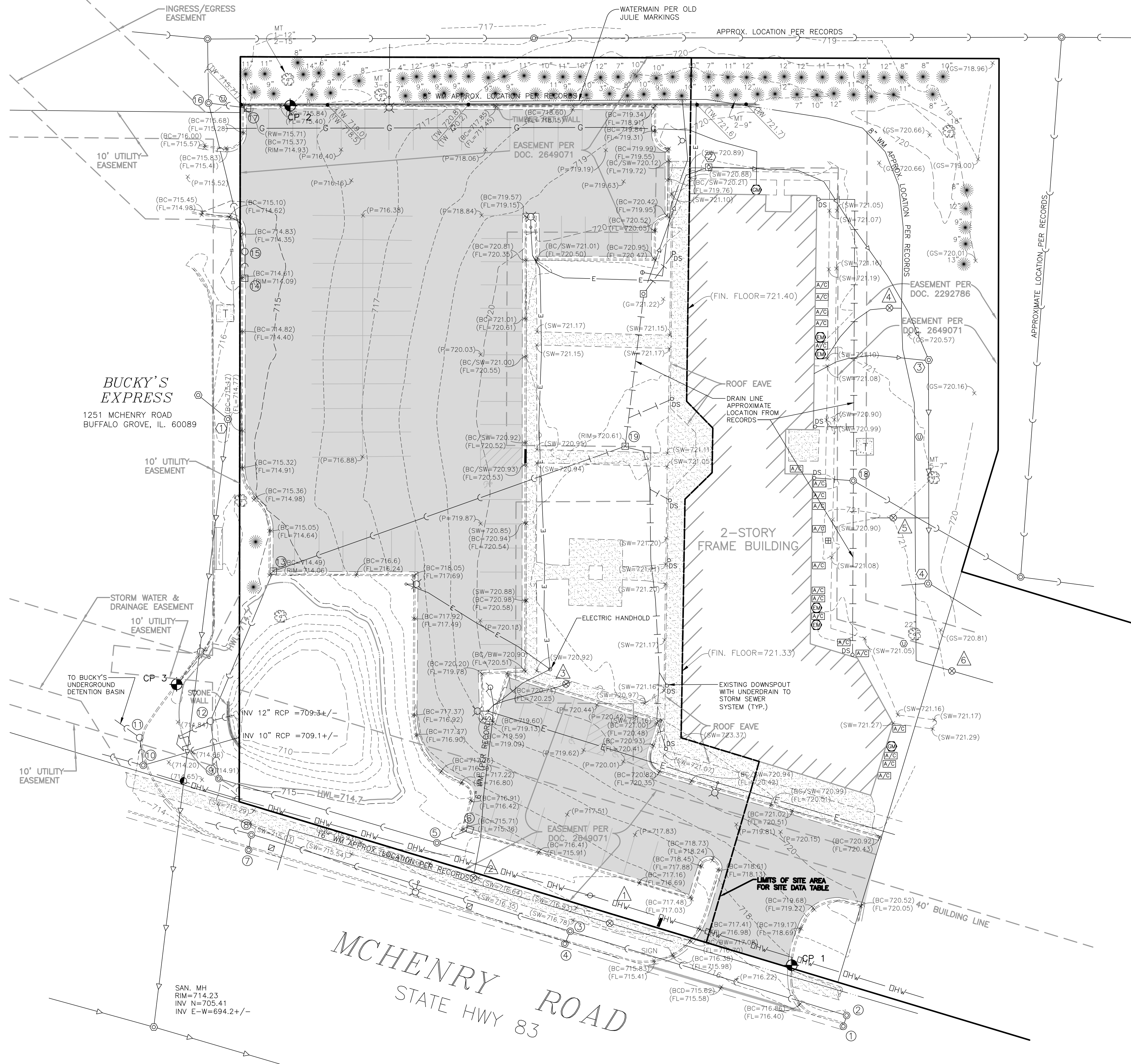
REVISIONS

DATE 03/30/21

VILLAGE REVIEW, WATER SERVICE LOCATION, MISC.

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Packet Pg. 352



UNDERGROUND UTILITY TABLE	
X STORM SEWER STRUCTURES	
1 STORM MH RIM=716.32 INV 12" ADS N=711.70	2 STORM MH RIM=716.80 INV 15" ADS W=711.45 INV 12" ADS S=711.50
3 STORM MH RIM=716.13 INV 15" ADS W=709.68 INV 12" ADS E=709.68 INV 12" ADS S=709.90	4 STORM MH RIM=714.79 INV 12" ADS S=710.49
5 STORM MH RIM=715.33 INV 10" RCP NE=711.25 INV 10" RCP W=711.19 INV 10" RCP E=711.83	6 STORM INLET RIM=715.33 INV 10" RCP SW=711.33
7 STORM MH RIM=714.04 INV 12" ADS N=710.09	8 STORM MH RIM=714.82 INV 12" ADS S=710.02 INV 15" ADS E=709.35 INV 18" ADS W=709.25
9 STORM MH RIM=714.95 INV 10" RCP NW=710.75 INV 10" RCP E=710.65	10 STORM MH RIM=714.17 BOTTOM OF STR.=708.95 INV 10" +/- RCP E=708.7+/- INV 12" +/- RCP N=708.9+/- INV 10" +/- RCP W=708.9+/-
11 STORM CB RIM=713.95 WATER LEVEL=709.44 INV 12" RCP NW=708.95 INV 12" RCP SE=708.95	12 STORM CB RIM=714.81 WATER LEVEL=710.06 INV 10" RCP NE=709.76 INV 10" RCP SE=709.86 INV 10" +/- RCP W=708.9+/-
13 STORM INLET RIM=714.06 INV 10" RCP NE=710.51 INV 10" RCP SW=710.51	14 STORM INLET RIM=714.10 INV 12" RCP N=710.50
15 STORM CB RIM=714.08 INV 12" RCP N=710.30 INV 12" RCP S=710.30	16 STORM MH RIM=714.70 INV 18" RCP N=709.80 INV 12" RCP S=710.05 INV 10" RCP E=710.05
17 STORM INLET RIM=714.93 INV 10" RCP W=710.23	18 STORM MH RIM=721.19 INV 10" PVC W=709.84 INV 10" PVC N=709.84 INV 10" PVC S=709.84 INV 10" RCP SE=709.70
19 STORM INLET RIM=720.61 INV 10" RCP SW 715.53 INV 6" PVC N 716.56 INV 4" PVC E 715.56	
X SANITARY SEWER STRUCTURES	
1 SAN. MH RIM=716.21 INV 6" PVC NW=709.41 INV 8" +/- S=707.75	2 SAN. CLEAN-OUT RIM=722.49 INV 716.5+/-
3 SAN. MH RIM=720.27 INV W&S=712.77 INV NW=713.77	4 SAN. MH RIM=720.52 INV W&S=710.52 INV NW=711.277
A WATER MAIN STRUCTURES	
A VALVE VAULT RIM=717.25 TOP=E/W 712.7	A VALVE VAULT RIM=716.63 TOP=N/S 711.1
A VALVE VAULT RIM=720.87 TOP=XX" XXX=XXX.XX	A VALVE VAULT RIM=720.64 TOP=E/W 714.9
A VALVE VAULT RIM=720.97 TOP=E/W 715.2	A VALVE VAULT RIM=721.03 TOP=E/W 715.6
SITE DATA:(EXISTING CONDITIONS)	
SITE AREA = 51,970 S.F. (1.19 AC)	
EXISTING SITE CONDITIONS:	
IMPERVIOUS SURFACE = 33,347 S.F. (64.17%)	
STORMWATER DETENTION = 6,754 S.F. (12.99%)	
EXISTING GREENSPACE = 11,869 S.F. (22.84%)	
FUTURE BUILDING EXPANSION = ±4,481 S.F.	
(NOT INCLUDED IN ABOVE EXISTING SITE CONDITIONS INFORMATION)	
EXISTING PARKING SUMMARY:	
REGULAR STALLS = 77	
ADA ACCESSIBLE STALLS = 4	
TOTAL STALLS = 81	
NOTE: EXISTING UNDERGROUND UTILITIES AND DRY UTILITY INFORMATION, IE GAS, ELECTRIC, PHONE, CABLE, ETC. ARE BASED ON AVAILABLE INFORMATION AND SHOWN FOR GENERAL REFERENCE ONLY. THESE FACILITIES ARE TO BE FIELD LOCATED AND CONTRACTOR IS TO COORDINATE THEIR PROTECTION WITH THE RESPECTIVE UTILITY COMPANY.	

SPOERLEIN COMMONS - DUNKIN/BASKIN DRIVE-THRU
BUFFALO GROVE, ILLINOIS
EXISTING CONDITIONS PLAN

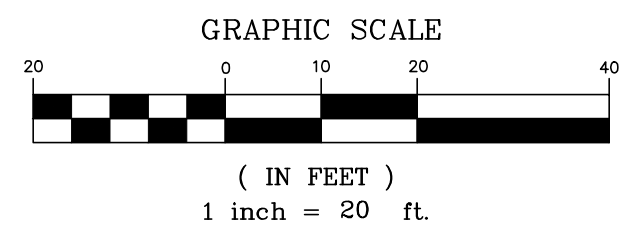
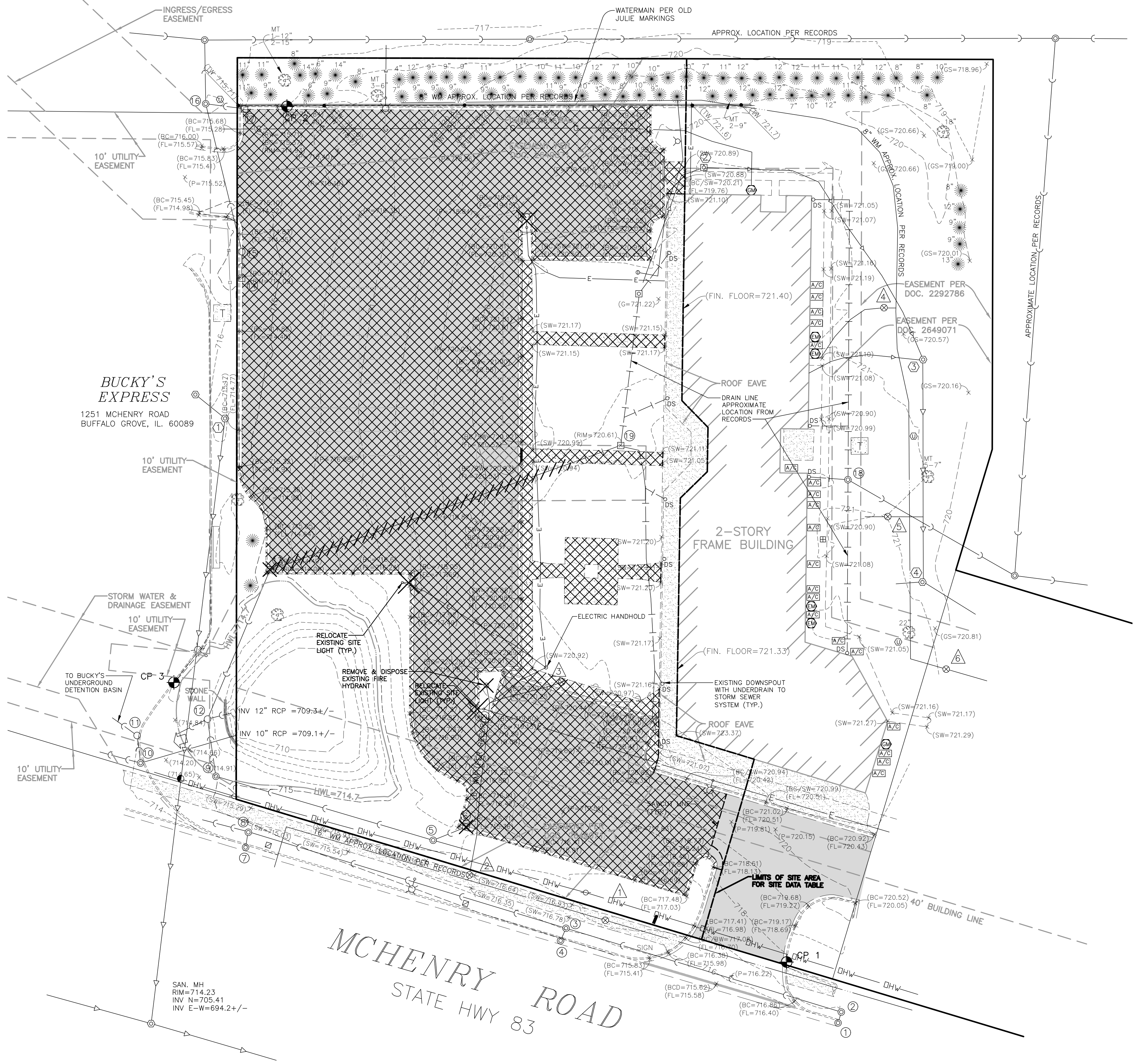
975 E. 22nd St, Suite 400
Buffalo Grove, IL 60089
www.rwg-engineering.com

RWG
Engineering, LLC
Civil Engineering • Real Estate Consulting • Project Management

PROJECT NO. 27112116
DATE 02/17/21
SCALE 1"=20'
PROJ. MGR. PDL
PROJ. ASSOC. NEK
DRAWN BY TLM

SHEET

2 OF 10



DEMOLITION LEGEND	
	REMOVE EXISTING PAVEMENT/SIDEWALK/STRUCTURE/C&G (INCL SAWCUT)
	TREE/BUSH/STRUCTURE REMOVAL
	REMOVE EXISTING UTILITY LINE
	TREE PROTECTION FENCE

UNDERGROUND UTILITY TABLE			
X STORM SEWER STRUCTURES			
1	STORM MH RIM=716.32 INV 12" ADS N=711.70	2	STORM MH RIM=716.60 INV 15" ADS W=711.45 INV 12" ADS S=711.50
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7	STORM MH RIM=714.04 INV 12" ADS N=710.09	8	STORM MH RIM=714.82 INV 12" ADS S=710.02 INV 15" ADS E=709.35 INV 18" ADS W=709.25
9	STORM MH RIM=714.95 INV 10" RCP NW=710.75 INV 10" RCP E=710.65	10	STORM MH RIM=714.17 WATER LEVEL=709.41 BOTTOM OF STR=708.95 INV 10" +/- RCP E=708.7 +/- INV 12" +/- RCP N=708.9 +/- INV 10" +/- RCP W=708.9 +/-
11	STORM CB RIM=713.95 WATER LEVEL=709.44 INV 12" RCP NW=708.95 INV 12" RCP SE=708.95	12	STORM CB RIM=714.81 WATER LEVEL=710.06 INV 10" RCP NE=709.76 INV 10" RCP S=709.86 INV 10" +/- RCP W=708.9 +/-
13	STORM INLET RIM=714.06 INV 10" RCP NE=710.51 INV 10" RCP SW=710.51	14	STORM INLET RIM=714.10 INV 12" RCP N=710.50
15	STORM CB RIM=714.08 INV 12" RCP N=710.30 INV 12" RCP S=710.30	16	STORM MH RIM=714.70 INV 12" RCP N=709.80 INV 12" RCP S=710.05 INV 10" RCP E=710.05
17	STORM INLET RIM=714.93 INV 10" RCP W=710.23	18	STORM MH RIM=721.19 INV 10" PVC W=709.84 INV 10" PVC N=709.84 INV 10" RCP SE=709.70
19	STORM INLET RIM=720.61 INV 10" RCP SW 715.53 INV 6" PVC N 716.56 INV 4" PVC E 715.56		
X SANITARY SEWER STRUCTURES			
1	SAN. MH RIM=716.21 INV 6" PVC NW=709.41 INV 8" +/- S=707.75	2	SAN. CLEAN-OUT RIM=722.49 INV 716.5 +/-
3	SAN. MH RIM=720.27 INV W&S=712.77 INV NW=713.37	4	SAN. MH RIM=720.52 INV N&S=710.52 INV W=711.277
A WATER MAIN STRUCTURES			
A	VALVE VAULT RIM=717.25 TOP=E/W 712.7	A	VALVE VAULT RIM=716.63 TOP=N/S 711.1
A	VALVE VAULT RIM=720.87 TOP=XX' XXX=XXX.XX	A	VALVE VAULT RIM=720.64 TOP=E/W 714.9
A	VALVE VAULT RIM=720.97 TOP=E/W 715.2	A	VALVE VAULT RIM=721.03 TOP=E/W 715.6

- DEMOLITION NOTES:
1. EROSION CONTROL INSTALLATION SHALL BE DONE PRIOR TO COMMENCEMENT OF ANY DEMOLITION ACTIVITY (SEE S.E.S.C. PLAN)
 2. EXISTING ELECTRICAL AND PHONE CABLES MAY BE LOCATED WITHIN THE PROPOSED IMPROVEMENT AREA. APPROXIMATE KNOWN LOCATIONS ARE SHOWN HEREON. THE CONTRACTOR SHALL ARRANGE FOR PRECISE LOCATION OF EXISTING CABLE SERVICES AND EXERCISE EXTREME CARE WHEN WORKING AROUND THE SAME.
 3. ALL STRUCTURAL PAVEMENT MATERIALS (ASPHALT, CONCRETE, SIDEWALK, CURB/GUTTER) THAT CANNOT BE CRUSHED TO AN APPROVED IDOT SPECIFICATION FOR USE AS STRUCTURAL FILL SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN OFFSITE LOCATION. RE-USE OF MILLED ASPHALT AND PROPERLY CRUSHED CONCRETE AS STRUCTURAL FILL IS ACCEPTABLE AND ENCOURAGED.
 4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO EXISTING AMENITIES SCHEDULED TO REMAIN. PROPER SAWCUTTING SHALL BE ACCOMPLISHED AT ALL POINTS OF CONNECTION OR INTERFACE BETWEEN EXISTING AND PROPOSED IMPROVEMENTS.
 5. CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES (EVEN IF NOT SHOWN ON THESE PLANS) LOCATED PRIOR TO DEMOLITION WORK. WHERE APPLICABLE, SANITARY SERVICE, WATERMAIN SERVICE, GAS, ELECTRIC, ETC. SHALL BE CUT-OFF. CONTRACTOR TO COORDINATE WITH RESPECTIVE MUNICIPAL AGENCY TO ARRANGE FOR ANY DISCONNECT.
 6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES, STREET LIGHTS, SIGNS, ETC. THAT ARE NOT INTENDED TO BE PERMANENTLY REMOVED.
 7. CONTRACTOR SHALL NOTIFY THE VILLAGE OF BUFFALO GROVE PUBLIC WORKS AND BUILDING DEPARTMENT, ALL UTILITY COMPANIES, AND THE FIRE DEPARTMENT PRIOR TO START UP.
 8. ON-SITE DISTURBED AREAS TO REMAIN AS GREENSPACE SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL AND SEED, OR RESTORED IN ACCORDANCE WITH THE LANDSCAPE PLAN (BY OTHERS).
 9. ANY EXISTING DRIVEWAY APRONS TO BE REMOVED SHALL BE SAWCUT ALONG WITH REMOVAL OF ANY EXISTING DEPRESSED CURB AND GUTTER, AND NEW BARRIER CURB AND GUTTER (SIZED TO MEET EXISTING ADJACENT CONDITIONS) SHALL BE INSTALLED AND DOWELED INTO THE EXISTING ADJOINING CURB AND GUTTER.
 10. ANY DISTURBED AREAS OF PUBLIC PARKWAYS SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL AND SEED.
 11. UTILITY LINES SCHEDULED FOR REMOVAL SHALL BE PROPERLY DISCONNECTED FROM FACILITIES THAT ARE TO REMAIN, SECURELY PLUGGED AT ALL CONNECTION POINTS, AND EITHER REMOVED OR FILLED WITH FLOWABLE FILL (LEAN CONCRETE MIXTURE) AND ABANDONED IN PLACE (REMOVE IF LOCATED UNDER NEW BUILDING PAD AREAS). IN THE CASE OF STRUCTURE ABANDONMENT, CASTINGS AND TOP SLABS AND CONE SECTIONS SHALL BE REMOVED PRIOR TO FILLING THE STRUCTURE (UNLESS THE STRUCTURE IS EASIER TO COMPLETELY REMOVE).
 12. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF TWO (2) FEET LONG CONCRETE/MORTAR PLUGS.

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DEMOLITION PLAN

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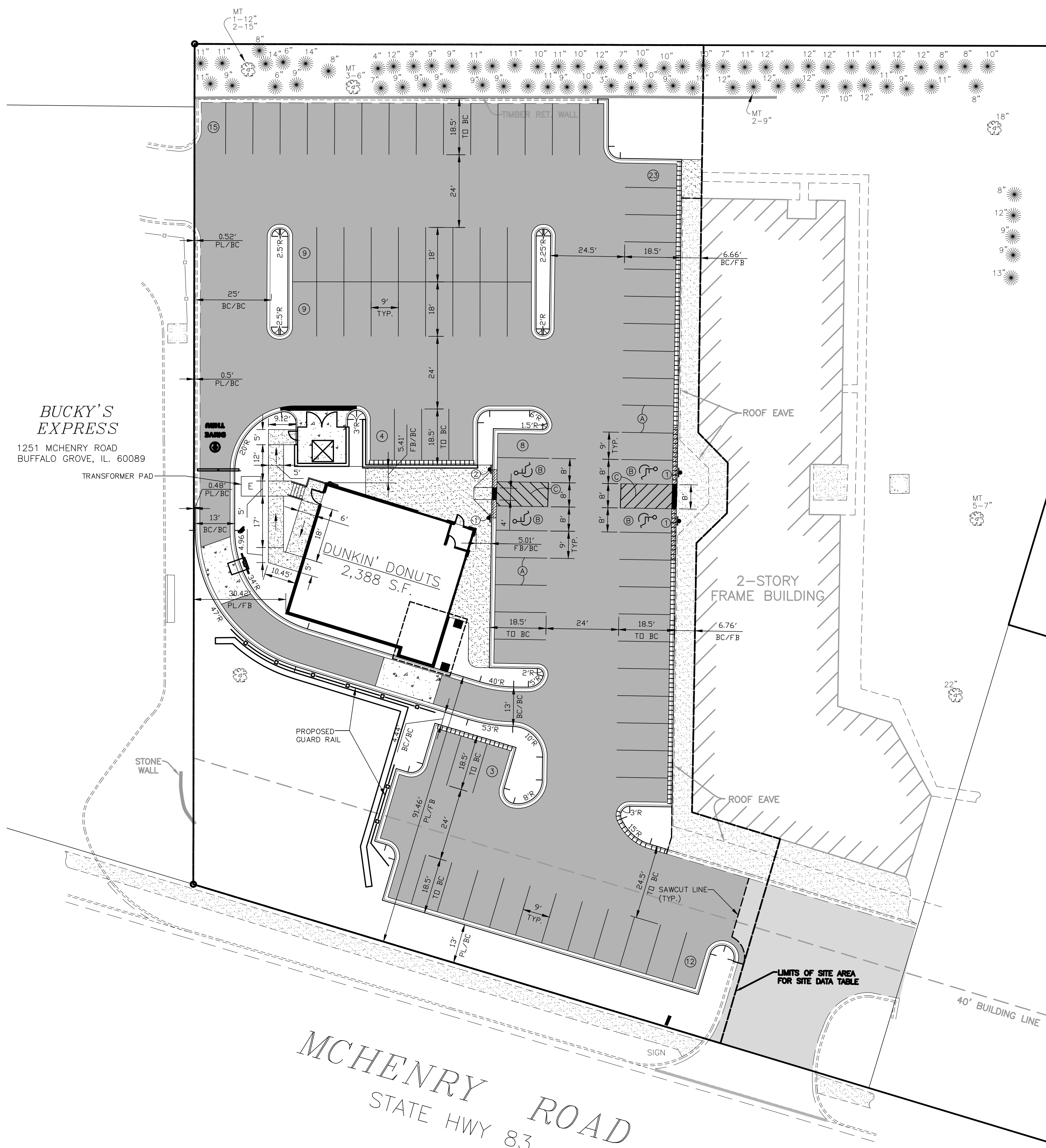
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PROJECT NO. 27112116
DATE 02/17/21
SCALE 1"=20'
PROJ. MGR. PDL
PROJ. ASSOC. NEK
DRAWN BY TLM

SHEET
3 OF 10

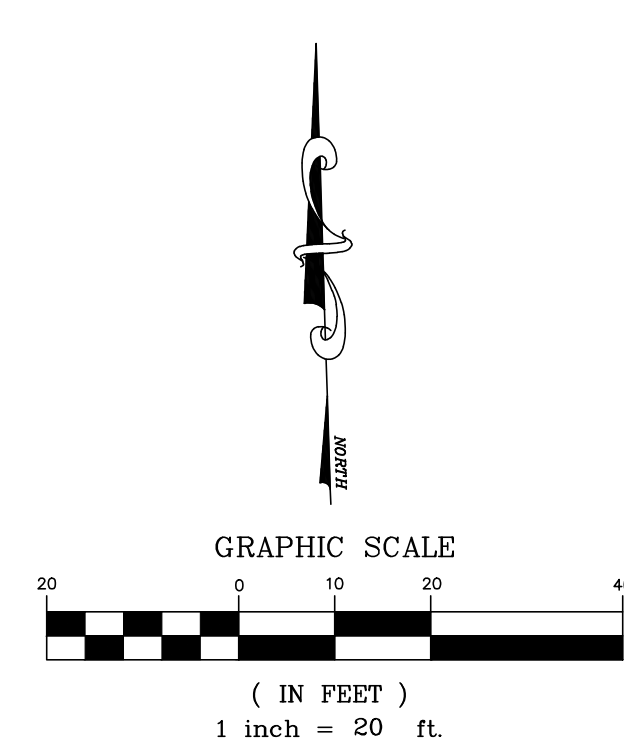
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Drawing: S:\27112116 - SPORLEIN COMMONS-DUNKIN DONUTS\300_ENGINEERING\310_CADD\FINAL\2711_BASE.DWG

Packet Pg. 354



BUCKY'S EXPRESS
1251 MCHENRY ROAD
BUFFALO GROVE, IL. 60089

MCHENRY ROAD
STATE HWY 83



- SURFACE IMPROVEMENT LEGEND**
- NEW ASPHALT PAVEMENT (STANDARD DUTY)
1 1/2" HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50
BITUMINOUS TACK COAT
2 1/2" HOT MIX ASPHALT BINDER COURSE, IL-19, N50
BITUMINOUS PRIME COAT MC-30
8" AGGREGATE BASE COURSE CA-6, TYPE B
 - EXISTING ASPHALT PAVEMENT
FROM APPROVED PLANS,
EXISTING PAVEMENT SECTION:
1" BITUMINOUS CONCRETE SURFACE COURSE, CL 1
2" BITUMINOUS BINDER COURSE, CL 1
10" AGGREGATE BASE COURSE (CA-6)
 - CONCRETE PAVEMENT (DUMPSTER & LOADING AREA)
8" PORTLAND CEMENT CONCRETE (6 BAG MIX)
W 6"x6" NO. 6 W/M (NOT IN PUBLIC R.O.W.)
4" AGGREGATE BASE COURSE CA-6, TYPE B
 - CONCRETE SIDEWALKS/PATIOS/SLABS
5" PCC SIDEWALK
4" AGGREGATE BASE COURSE CA-6, TYPE B
 - DETECTABLE WARNING AND DEPRESSED CURB (REPLACEABLE RED POLYMER COMPOSITE PLATES)
 - PROPOSED CURB AND GUTTER (B6.12) PITCH - IN
 - PROPOSED REVERSE PITCH CURB AND GUTTER (B6.12)
 - PROPOSED DEPRESSED CURB AND GUTTER
 - PROPOSED HANDICAP RAMP WITH DETECTABLE WARNING (IF INDICATED ON PLANS) SHOWN FOR REFERENCE - SEE DETAIL
 - EXISTING CURB & GUTTER

SITE DATA:

SITE AREA	= 51,970 S.F. (1.19 AC)
EXISTING SITE CONDITIONS:	
IMPERVIOUS SURFACE	= 33,347 S.F. (64.17%)
STORMWATER DETENTION	= 6,754 S.F. (12.99%)
EXISTING GREENSPACE	= 11,869 S.F. (22.84%)
FUTURE BUILDING EXPANSION	= ±4,481 S.F.
(NOT INCLUDED IN ABOVE EXISTING SITE CONDITIONS INFORMATION)	
PROPOSED SITE CONDITIONS:	
PROPOSED BUILDING FOOTPRINT	= 2,388 S.F. (4.60%)
PROPOSED PAVT./SIDEWALK	= 36,001 S.F. (69.27%)
PROPOSED GREENSPACE	= 13,581 S.F. (26.13%)
IMPERVIOUS AREA - PROPOSED CONDITIONS	= 38,389 S.F.
INCREASE/NEW IMPERVIOUS SURFACE AREA	= 5,042 S.F.
INCREASE/NEW IMPERVIOUS SURFACE AREA (COMPARED TO EXIST. CONDITIONS WITH FUTURE BLDG. EXPANSION)	= 561 S.F.±
EXISTING PARKING SUMMARY:	
REGULAR STALLS	= 77
ADA ACCESSIBLE STALLS	= 4
TOTAL STALLS	= 81
PROPOSED PARKING SUMMARY:	
REGULAR STALLS	= 79
ADA ACCESSIBLE STALLS	= 4
TOTAL STALLS PROVIDED	= 83

- SITE GEOMETRIC AND PAVING NOTES:**
- SIDEWALK RAMPS WITH DETECTABLE WARNINGS (WHERE SHOWN ON PLAN) AND DEPRESSED CURBS SHALL BE INSTALLED AT ALL SIDEWALK CROSSINGS. SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.
 - UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING OR PROPERTY LINES.
 - UNLESS OTHERWISE NOTED, ALL CURB AND GUTTER SHALL BE B6.12 CONCRETE CURB AND GUTTER. (SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.)
 - UNLESS OTHERWISE NOTED, ALL CURB RADI ARE 4' TO BACK OF CURB.
 - ALL BOUNDARY AND LOT DIMENSIONS ARE SHOWN PER AVAILABLE PLATS AND RECORDS.
 - BUILDING DIMENSIONS HAVE BEEN INDICATED HEREON BASED UPON ARCHITECTURAL INFORMATION CURRENT AS OF THE BASE DATE OF THIS PLAN. PREPARATION, CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND ADVISE THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - IMPROVEMENTS ADJACENT TO BUILDINGS, IF SHOWN (SUCH AS RETAINING WALLS, SIDEWALKS, CURBING, FENCING, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, TRANSFORMERS, BOLLARDS, ETC) HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
 - THE LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL DOORWAY LOCATION WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTING SIDEWALKS.
 - ALL STRUCTURAL AND ARCHITECTURAL DESIGN DATA FOR THE TRASH ENCLOSURES ARE THE RESPONSIBILITY OF THE PROJECT ARCHITECT. REFER TO THE ARCHITECTURAL PLANS FOR ALL DETAILS PERTAINING TO SAME.
 - UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE PAVEMENT MARKINGS AND STRIPES AND ALL DIRECTIONAL SIGNAGE, ETC AS SHOWN HEREON. PARKING STALL (EXCEPT FOR HO) MARKING COLOR IS WHITE. ALL ON-SITE PAVEMENT MARKINGS AND STRIPES SHALL BE PAINTED WITH IDOT SPECIFICATION PAVEMENT PAINT. PARKING STALL STRIPES SHALL BE 4" WIDE. HANDICAP STALLS SHALL BE PAINTED YELLOW AND SIGNED PER FEDERAL, STATE AND LOCAL REQUIREMENTS.
 - PRIOR TO OPENING TO THE PUBLIC, ALL TRAFFIC CONTROL SIGNAGE SHALL BE INSTALLED AS INDICATED. SIGNS SHALL BE INSTALLED WITH 5" SQUARE ALUMINUM POSTS WITH A BAKED ON ENAMEL FINISH, SET 1" INTO CONCRETE PIER AND SHALL INCLUDE A POST CAP.

- PAVEMENT MARKING LEGEND**
- (A) 4" YELLOW LINE
 - (B) LETTERS AND SYMBOLS PAVEMENT MARKINGS
 - (C) 4" YELLOW DIAGONAL AT 45° SPACED 3' O.C. W/ 4" YELLOW BORDER
- SIGN LEGEND**
- ① R7-8 HANDICAP PARKING SIGN
 - ② R7-8 HANDICAP PARKING SIGN W/ R7-8p VAN PARKING SIGN
- ABBREVIATIONS LEGEND:**
- EX = EXISTING
 - PR = PROPOSED
 - BC = BACK OF CURB
 - FC = FACE OF CURB
 - EP = EDGE OF PAVEMENT
 - PL = PROPERTY LINE
 - FB = FACE OF BUILDING
 - EC = EDGE OF CONCRETE
 - RE = RETAINING WALL
 - ROW = RIGHT OF WAY
 - BC/BC = BACK OF CURB TO BACK OF CURB
 - SW = SIDEWALK
 - R = RADIUS
 - (TYP) = TYPICAL
 - DW = DEMISING WALL

DATE	REVISIONS	DRAWN BY
1. 03/20/21	VILLAGE REVIEW, WATER SERVICE LOCATION, MISC.	TLM

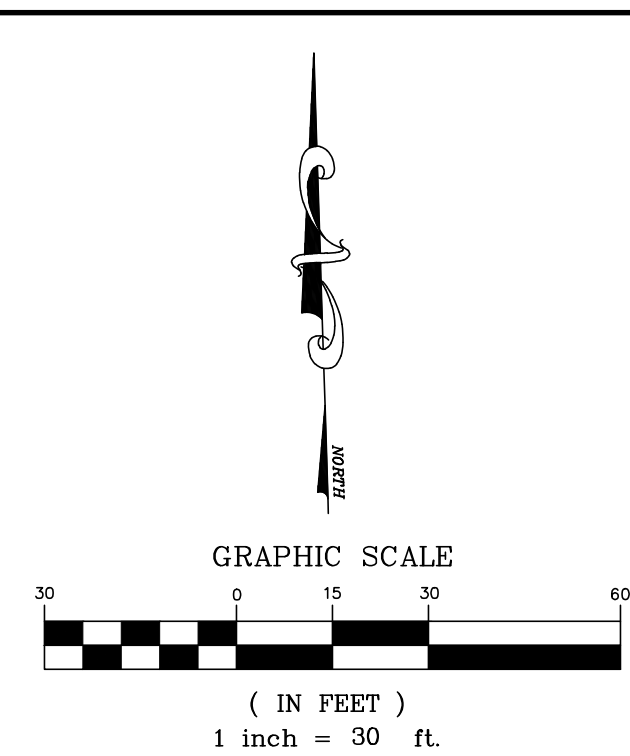
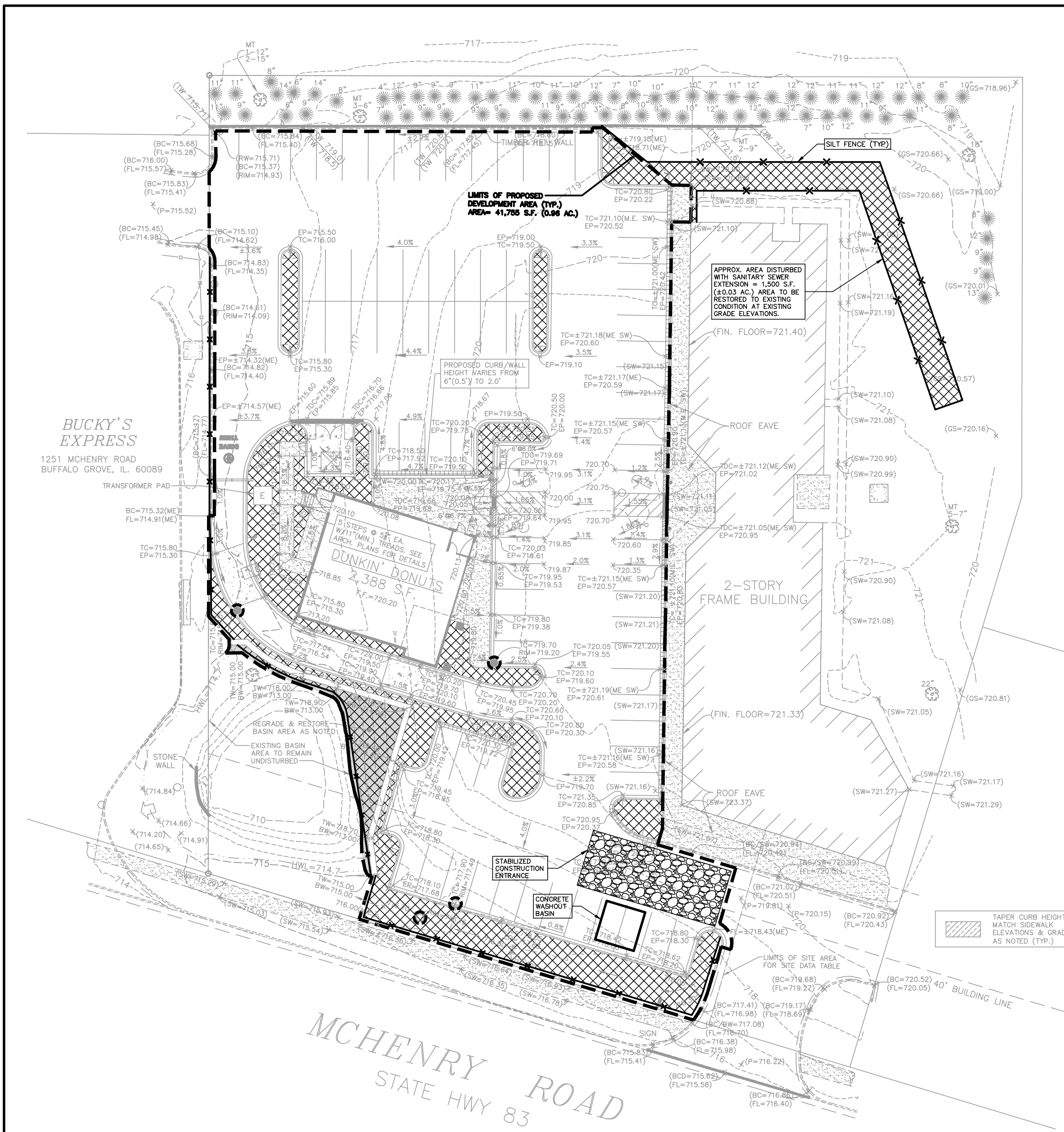
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SITE GEOMETRIC AND PAVING PLAN

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DATE 02/17/21
SCALE 1"=20'
PROJ. MGR. PDL
PROJ. ASSOC. NEK
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4 OF 10



SOIL EROSION AND SEDIMENT CONTROL NOTES:

1. VEGETATIVE AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH SPECIFICATIONS AS OUTLINED IN THE ILLINOIS URBAN MANUAL.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED AND FUNCTIONAL THROUGHOUT THE CONSTRUCTION PROJECT (MAINTENANCE AND/OR REPLACEMENT COSTS INCIDENTAL).
3. PERIMETER SILT FENCE SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY DEMOLITION, CLEARING, OR GRADING OPERATIONS.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED IN STRICT COMPLIANCE WITH CONSTRUCTION SEQUENCE (SEE SCHEDULE).
5. ALL STORM WATER RUNOFF SHALL BE DIVERTED INTO SEDIMENT BASINS AND DRAINAGE DITCHES WHICH SHALL BE CONSTRUCTED AT THE ONSET OF GRADING OPERATIONS. ALL SITE RUNOFF SHALL BE ROUTED THROUGH SAID TRAPS AND SILTATION CONTROL DEVICES PRIOR TO DISCHARGE DOWNSTREAM/OFFSITE.
6. DISTURBED AREAS SHALL BE STABILIZED VIA SEEDING WITHIN SEVEN (7) DAYS OF COMPLETION OF DISTURBANCE UNLESS THE DISTURBANCE WILL COMMENCE AGAIN WITHIN FOURTEEN (14) DAYS. THE TEMPORARY SEED MIXTURE SHALL BE APPLIED AT A RATE OF 64 LB/AC.
7. ANY TOPSOIL STOCKPILE SHALL BE SEEDDED WITHIN SEVEN (7) DAYS OF COMPLETION AND SURROUNDED WITH SILT FENCE FOR EROSION CONTROL.
8. FILTER FABRIC OR INLET PROTECTION FILTER BASKETS SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURE. FABRIC SHALL BE CUT LARGE ENOUGH TO PROVIDE A 3/4" GAGE TO COLLECT SEDIMENT.
9. ALL DRAINAGE OPERATIONS SHALL BE DISCHARGED INTO SEDIMENT BASINS OR SILT TRAPS. DRAINAGE DISCHARGE DIRECTLY INTO FIELD TILE OR STORM SEWER IS PROHIBITED.
10. DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING EQUIPMENT SPECIFICALLY DESIGNED FOR THAT PURPOSE.
11. GRAVEL CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN OPERATING CONDITION THROUGHOUT CONSTRUCTION TO PREVENT SEDIMENT AND DEBRIS FROM BEING TRACKED ONTO PUBLIC ROADWAYS. SEDIMENT REACHING A PUBLIC ROAD SHALL BE REMOVED ON A DAILY BASIS.
12. LOOSE MATERIAL DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE DITCH SHALL BE REMOVED ON A DAILY BASIS.
13. CONTRACTOR SHALL TAKE PRECAUTIONS TO ENSURE THAT ALL DUMPSTERS & MATERIAL PILES DURING CONSTRUCTION DO NOT DRAIN INTO DITCHES OR DETENTION BASINS.
14. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT OF 0.5 INCHES OR GREATER (OR THE EQUIVALENT SNOWFALL). REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE IMMEDIATE.
15. ALL SEDIMENT, DEBRIS, ETC. SHALL BE REMOVED FROM CATCH BASINS SILTATION BASINS, ETC. AS NECESSARY DURING CONSTRUCTION OPERATIONS AND AT THE END OF CONSTRUCTION PRIOR TO PROJECT CLOSURE.
16. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN THIRTY (30) DAYS OF FINAL SITE STABILIZATION.

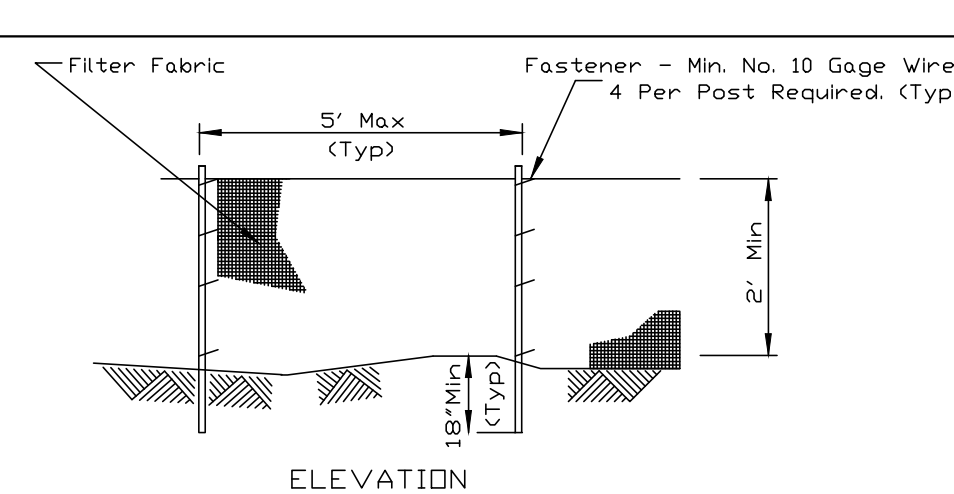
SOIL EROSION CONTROL CONSTRUCTION SCHEDULE:

1. INSTALL SEDIMENT CONTROL MEASURES
2. SITE DEMOLITION WORK (AS NOTED ON PLAN) PAVEMENT, SIDEWALKS, CURBS, CONCRETE SLABS
3. SITE CONSTRUCTION WORK GRADE SITE, STOCKPILE TOPSOIL, INSTALL STORMWATER MANAGEMENT MEASURES PREPARE SUBGRADE FOR BLOF FLOOR SLAB AND PAVEMENT AREAS TEMPORARY VEGETATIVE STABILIZATION OF CONTROL MEASURES-AS APPLICABLE INSTALL STORM SEWER, SITE UTILITIES PROVIDE INLET BASKETS/BARRIER FILTERS INSTALL BASE COURSE MATERIALS INSTALL CURB & GUTTER, PAVING, SIDEWALKS
4. PERMANENT VEGETATIVE STABILIZATION OF DISTURBED AREAS SPREAD TOPSOIL MULCH/SEED AS SPECIFIED
5. CLEANUP/RESTORATION REMOVE INLET BASKETS/BARRIER FILTERS

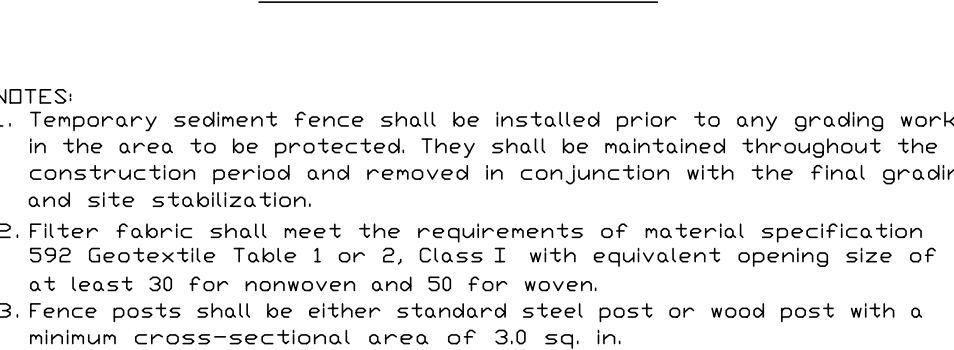
SESC INSPECTION SCHEDULE:

1. DIVERSION AND DRAINAGE STRUCTURES - WILL BE INSPECTED AT 7 DAY INTERVALS AND AFTER EVERY 7th RAIN
2. SEDIMENT BASINS AND PONDS - WILL BE CHECKED AFTER EACH MAJOR PHASE OF THE DEVELOPMENT FOR SEDIMENT ACCUMULATION
3. VEGETATIVE PLANTINGS - SPRING PLANTINGS WILL BE CHECKED DURING SUMMER OR EARLY FALL
4. REPAIRS - ANY EROSION CONTROL MEASURES, STRUCTURAL MEASURES OF OTHER RELATED ITEMS IN NEED OF REPAIR WILL BE MADE WITHIN 15 DAYS OF EARLIER IF POSSIBLE BASED ON FIELD CONDITIONS
5. MOWING - DRAINAGEWAYS, DITCHES AND OTHER AREAS THAT SUPPORT A DESIGNATED FLOW OF WATER WILL BE MOVED REGULARLY TO MAINTAIN THAT FLOW
6. FERTILIZATION - SEEDED AREAS WHERE THE SEED HAS NOT PRODUCED A GOOD COVER WILL BE INSPECTED AND FERTILIZED AS NECESSARY

SILT FENCE PLAN



FABRIC ANCHOR DETAIL

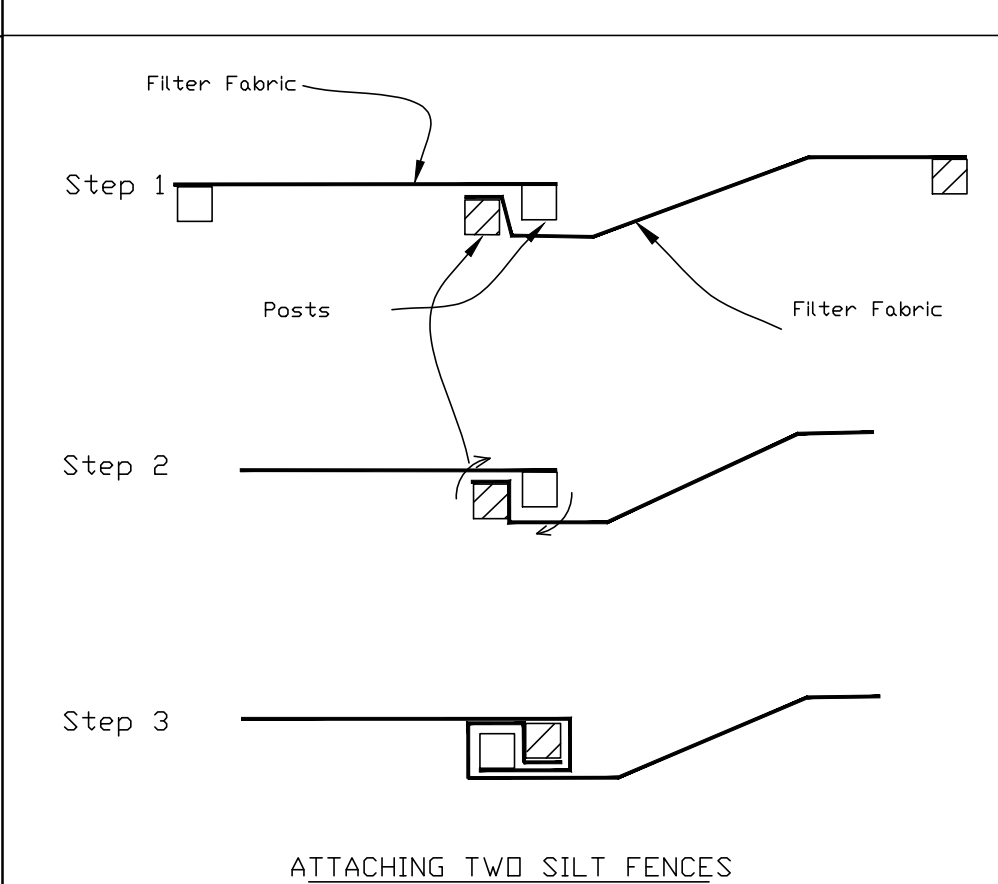


REFERENCE	Project	Date
Designed	_____	_____
Checked	_____	_____
Approved	_____	_____



STANDARD DWG. NO.	IL-620
Project	_____
Designed	_____
Checked	_____
Approved	_____

SILT FENCE



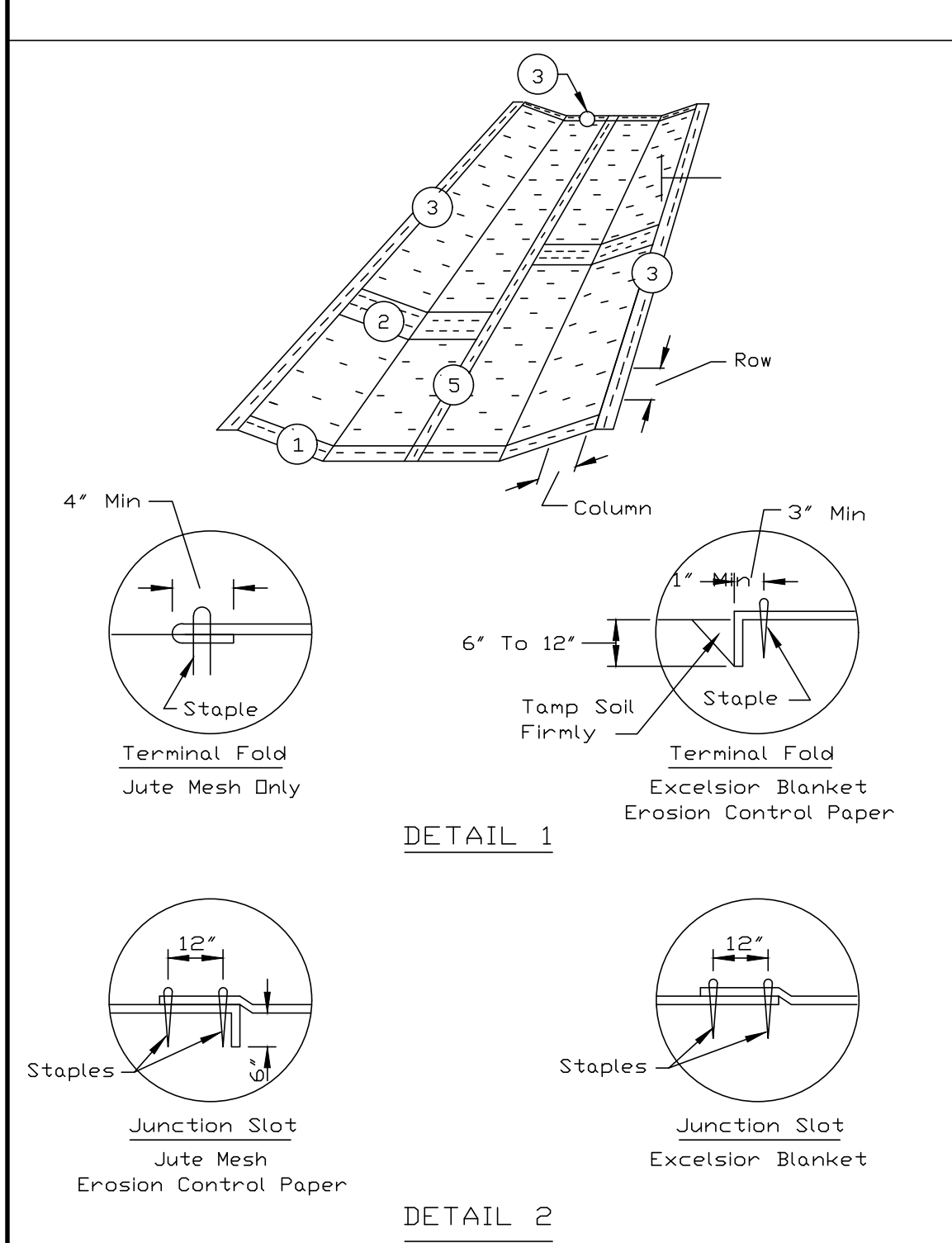
- NOTES:
1. Place the end post of the second fence inside the end post of the first fence.
 2. Rotate both posts at least 180 degrees in a clockwise direction to create a tight seal with the fabric material.
 3. Drive both posts a minimum of 18 inches into the ground and bury the flap.

REFERENCE	Project	Date
Designed	_____	_____
Checked	_____	_____
Approved	_____	_____

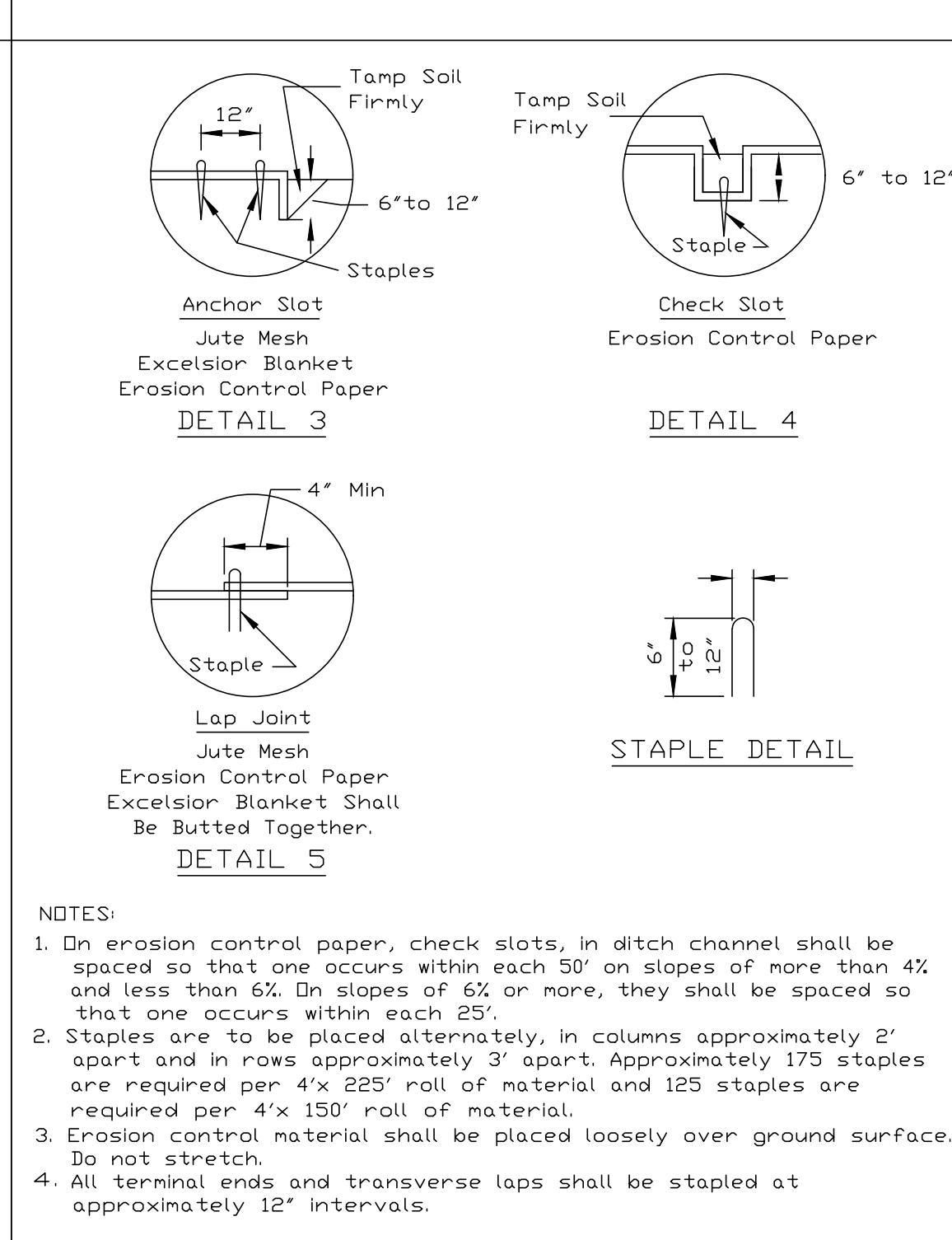


STANDARD DWG. NO.	IL-620-2
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Checked	_____
Approved	_____

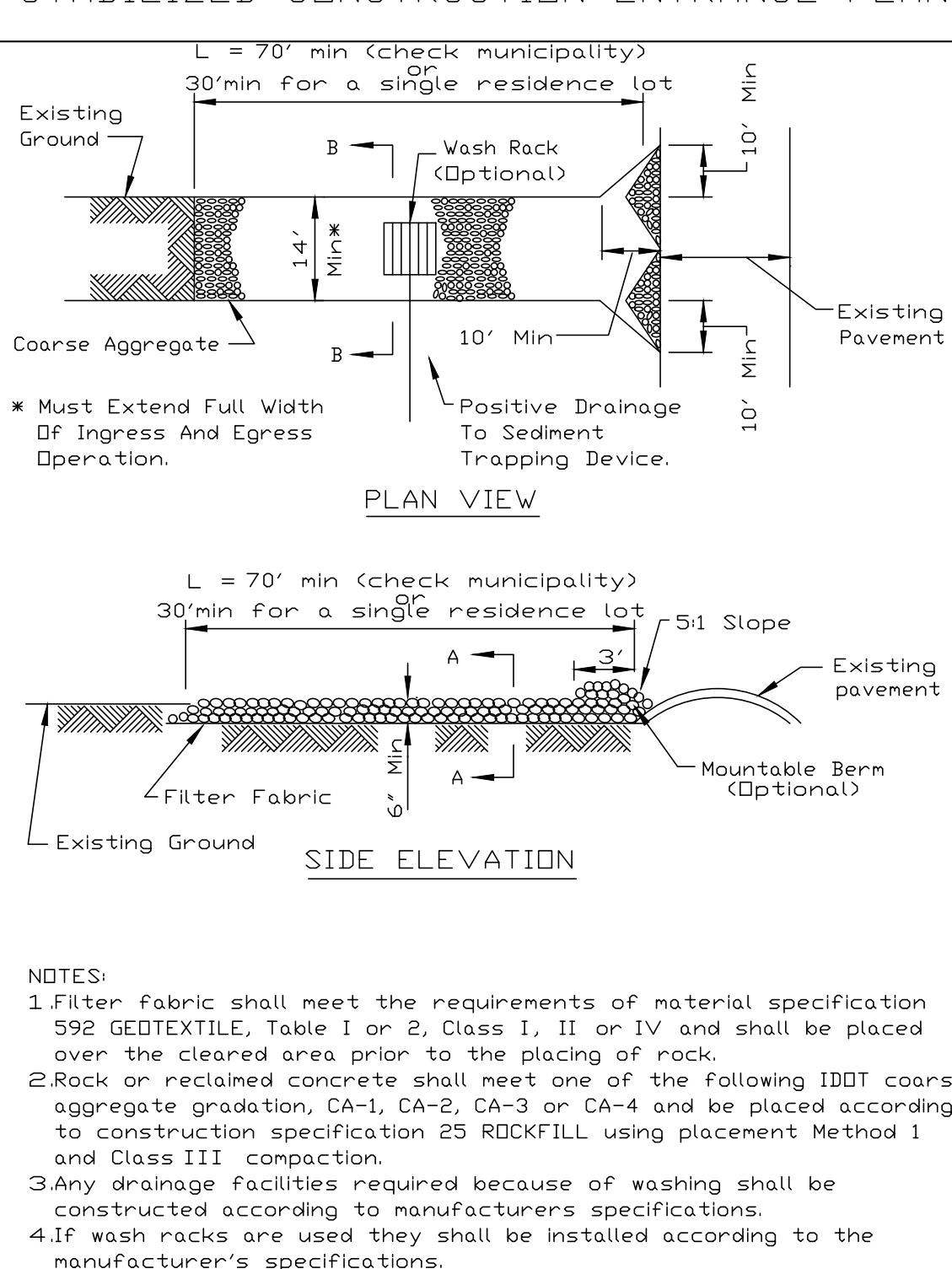
EROSION BLANKET PLAN



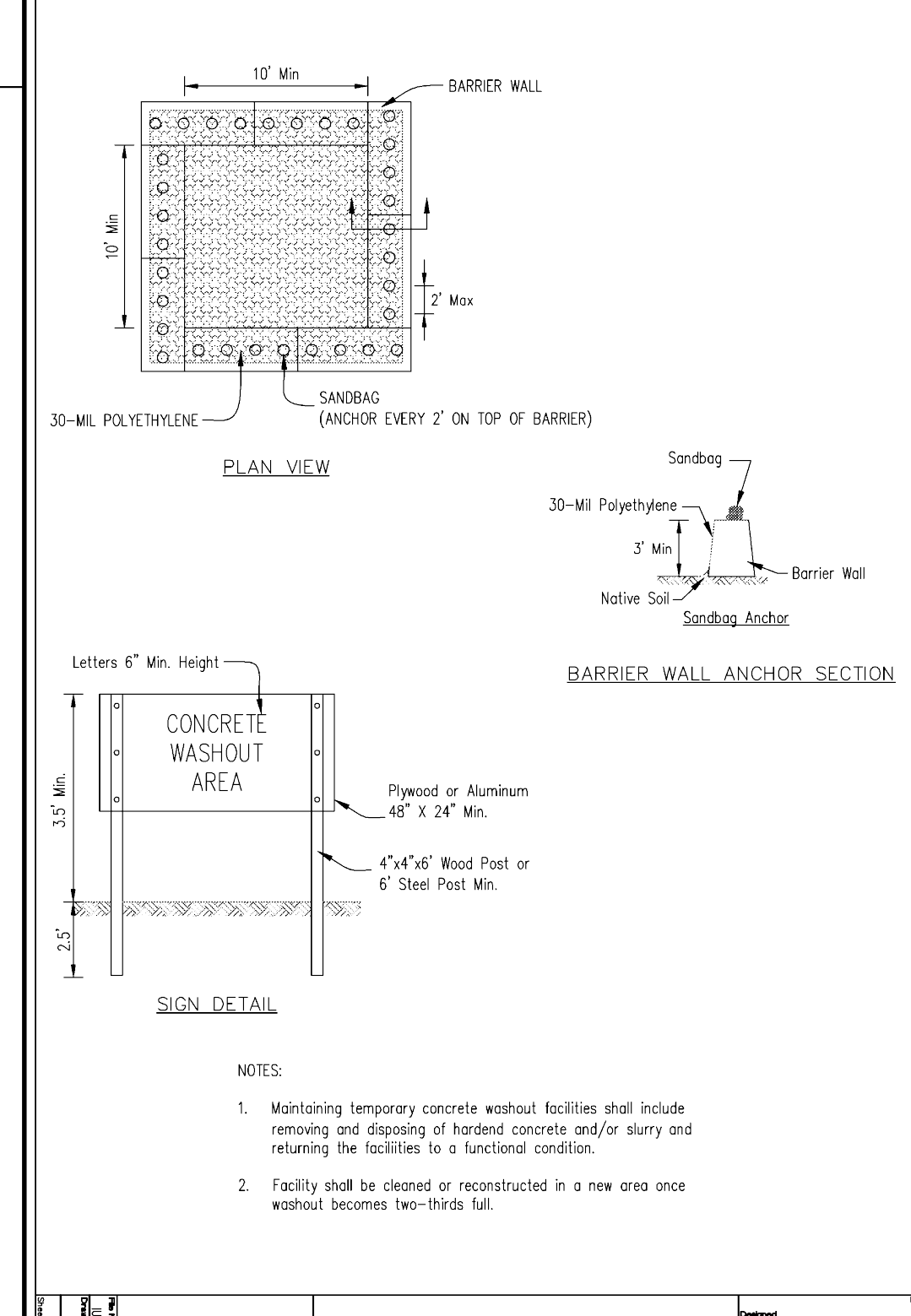
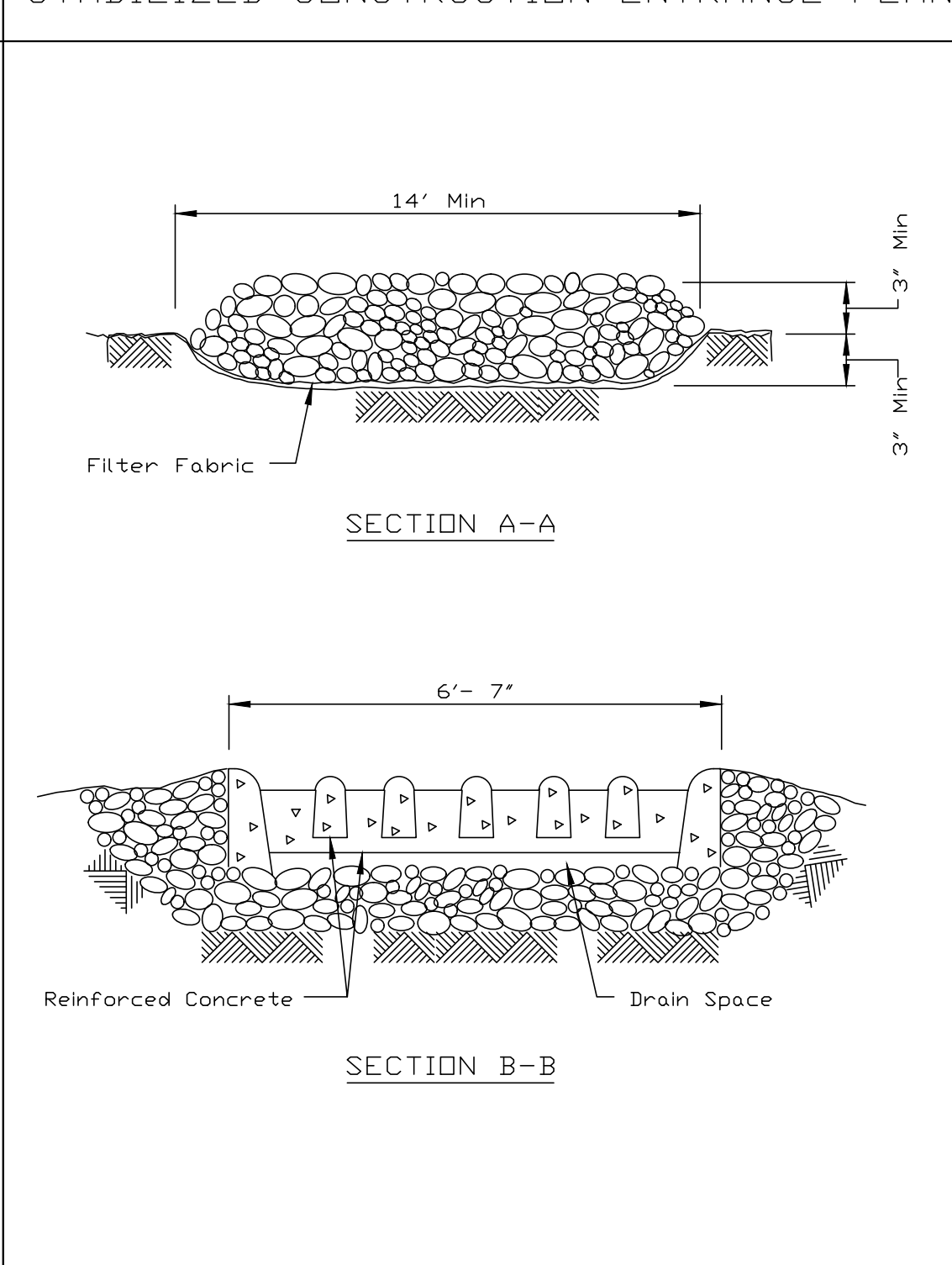
EROSION BLANKET PLAN



STABILIZED CONSTRUCTION ENTRANCE PLAN



STABILIZED CONSTRUCTION ENTRANCE PLAN



SPECIAL CONCRETE WASHOUT NOTE:

CONCRETE WASHOUT SHALL BE CONTAINED AT ALL TIMES. WASHOUT MATERIAL SHALL NOT BE ALLOWED TO ENTER STORM SEWERS OR LEACH INTO THE SOIL UNDER ANY CIRCUMSTANCES. ALL WASTE SHALL BE DISPOSED OF PROPERLY AND THE LOCATION OF THE WASHOUT SHALL BE DESIGNATED WITH PROPER SIGNAGE (SEE PLAN).

PLAN ABBREVIATION LEGEND

- (IN ADDITION TO TITLE SHEET)
- P = PAVEMENT
 - R = RIM (OR RADIUS)
 - TC = TOP OF CURB
 - SW = WALK (OR TOP OF WALK)
 - FF = FINISHED FLOOR
 - EP = EDGE OF PAVEMENT
 - FL = FLOW LINE
 - TW = TOP OF WALL ELEV
 - BW = BOTTOM OF WALL (GRADE) ELEV
 - TDC = TOP OF DEPRESSED CURB

EROSION CONTROL LEGEND

- STORM DRAINAGE STRUCTURE
- INLET PROTECTION
- TREE PROTECTION FENCE
- SILT FENCE & CHAIN-LINK FENCE
- PERMANENT SEEDING AND LANDSCAPING (LANDSCAPING PER PLAN BY OTHERS)

DRAWN BY	TLM
REVISIONS	
DATE	03/30/21
VILLAGE REVIEW	
WATER SERVICE	
LOCATION	
MISC.	

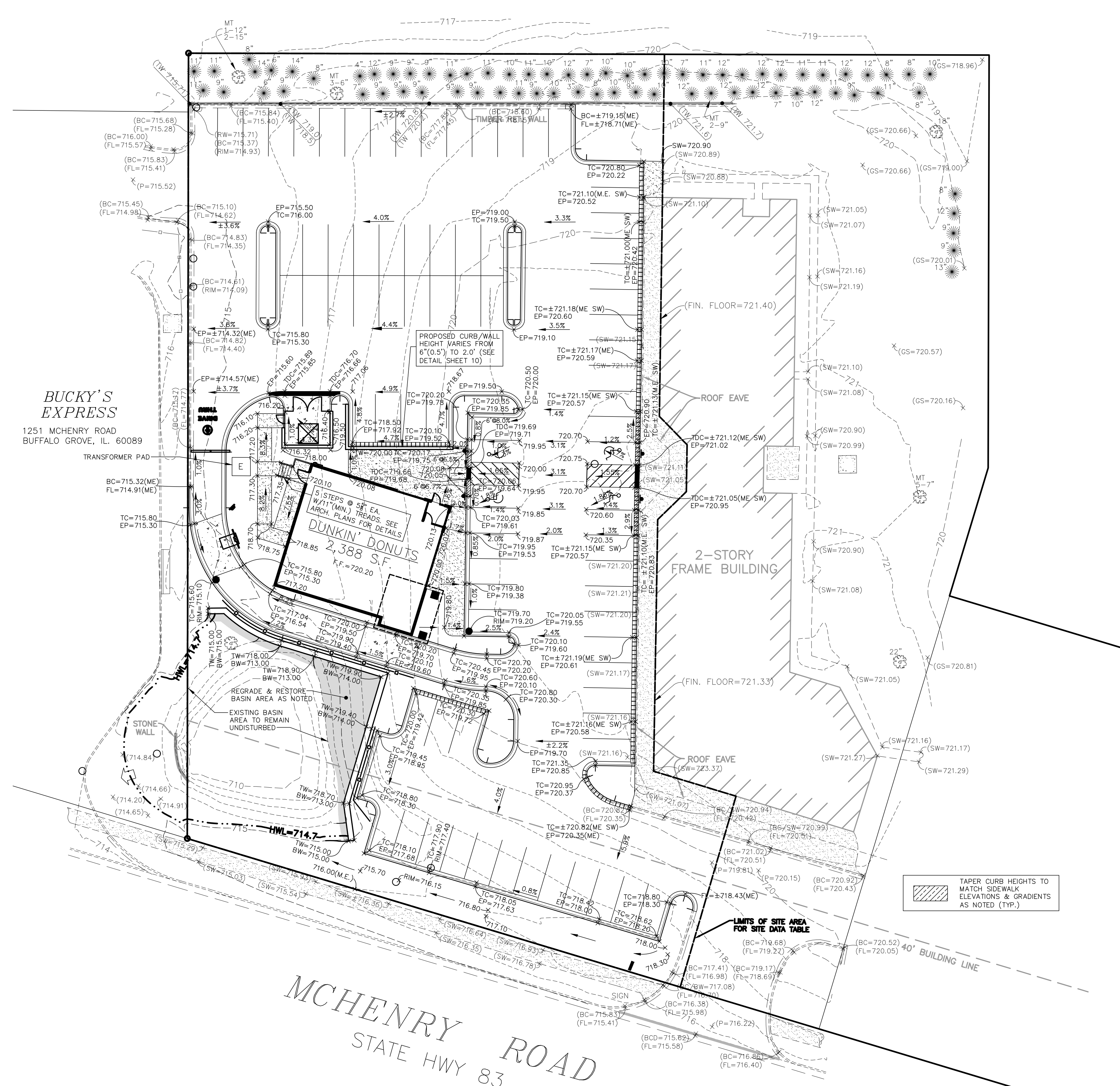
SPORLEIN COMMONS - DUNKIN/BASKIN DRIVE-THRU
BUFFALO GROVE, ILLINOIS
SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN

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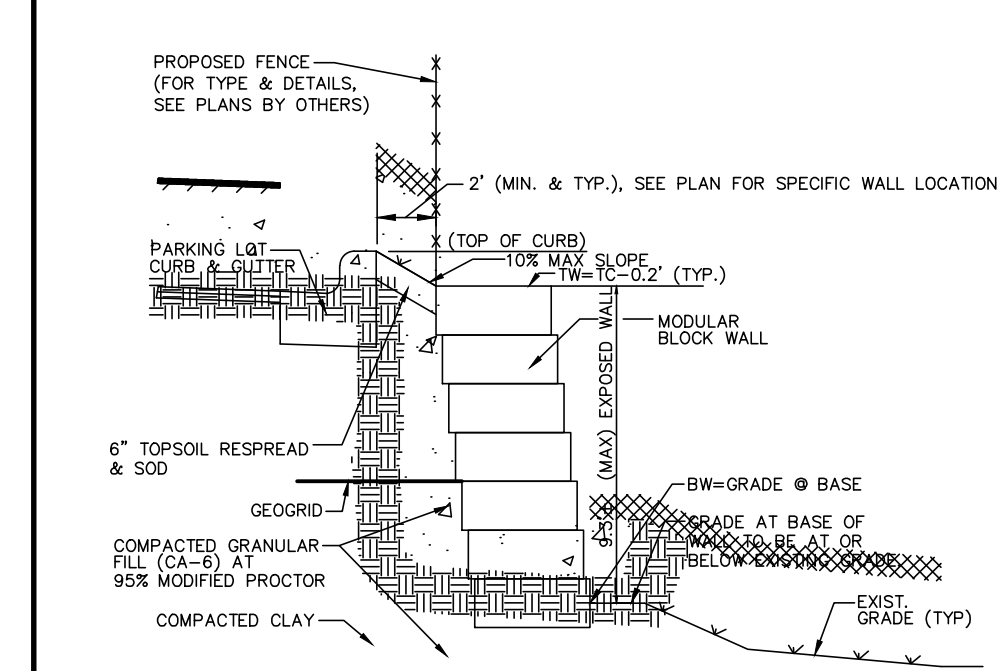
Engineering, LLC
Civil Engineering • Real Estate Consulting • Project Management

PROJECT NO.	27112116
DATE	02/17/21
SCALE	1"=30'
PROJ. MGR.	PDL
PROJ. ASSOC.	NEK
DRAWN BY	TLM

SHEET
5 OF 10



NOTE: RETAINING WALL DETAILS ARE CONCEPTUAL AND SCHEMATIC ONLY. THE CONTRACTOR MUST SUBMIT INFORMATION ON THE PRODUCT CHOSEN (I.E. "KEYSTONE" OR EQUIVALENT) INCLUDING PLANS SIGNED & SEALED BY A STRUCTURAL ENGINEER AND A STATEMENT FROM THE MANUFACTURER THAT THE PRODUCT IS SUITABLE FOR THE PROPOSED APPLICATION. THIS INFORMATION SHALL BE SUBMITTED TO THE OWNER, THE ENGINEER AND THE MUNICIPAL ENGINEER FOR REVIEW, PRIOR TO CONSTRUCTION. THIS REVIEW DOES NOT RELIEVE THE CONTRACTOR AND MANUFACTURER OF RESPONSIBILITY FOR THE WALL. THE CONTRACTOR SHALL ADHERE STRICTLY TO THE MANUFACTURER'S SPECIFICATIONS AND DESIGN REQUIREMENTS DURING CONSTRUCTION.



MODULAR BLOCK RETAINING WALL ALONG DRIVEWAY ADJACENT TO EXISTING DETENTION BASIN

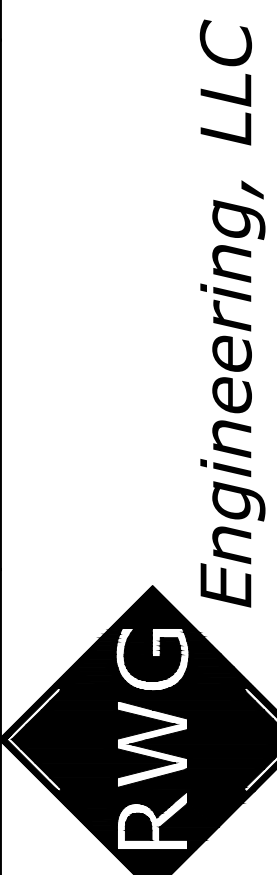
GRADING LEGEND	
EXISTING	PROPOSED
CONCRETE HEADWALL	▷
PRECAST FLARED END SECTION	▷
STORM DRAINAGE STRUCTURE	○
RETAINING WALL	—
CONTOUR	—
5' CONTOUR	—
SPOT ELEVATION	×(750.00)
DIRECTION OF SURFACE FLOW	→
DITCH OR SWALE	→
OVERFLOW RELIEF ROUTING	→
SLOPE BANK	→
RR-3 ROCK RIP-RAP	→

- GRADING NOTES:
- PAVEMENT SLOPES WITHIN HANDICAP ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.00% IN ANY DIRECTION.
 - HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT TO EXCEED 2.00%.
 - UNLESS SPECIFICALLY INDICATED OTHERWISE, EXISTING GRADES ARE TO BE MET AT PROJECT PERIMETER PROPERTY LINES.
 - THE CONTRACTOR SHALL REFER TO THE SOIL EROSION AND SEDIMENT CONTROL PLANS AND DETAILS (AND SHARP DOCUMENTS IF APPLICABLE) FOR THE INSTALLATION OF EROSION CONTROL MEASURES PRIOR TO BEGINNING GRADING OPERATIONS.
 - UNLESS OTHERWISE NOTED, SPOT ELEVATIONS AND PROPOSED CONTOURS REFLECT THE FINISHED PAVEMENT SURFACE GRADE, TOP OF CURB GRADE, OR FINISHED GROUND ELEVATION AS APPLICABLE.
 - RIM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATION OF THE GUTTER, PAVEMENT OR DRAINAGE SWALE (AS APPLICABLE).
 - WHEREVER THE DESIGN FOR SURFACE FLOW OF DRAINAGE IS DIRECTED AWAY FROM A CURB, THE CONTRACTOR SHALL INSTALL REVERSE GUTTER PITCH.
 - RETAINING WALL TO BE STANDARD "KEYSTONE" PRODUCT.
 - SLOPES ACROSS OPEN SPACE AREAS SHALL NOT EXCEED 3:1.
 - PAVEMENT SLOPES SHALL NOT EXCEED 8%, UNLESS SPECIFICALLY NOTED.

PLAN ABBREVIATION LEGEND (IN ADDITION TO TITLE SHEET)	
P	= PAVEMENT
R	= RIM (OR RADIUS)
TC	= TOP OF CURB
SW	= WALK (OR TOP OF WALK)
FF	= FINISHED FLOOR
EP	= EDGE OF PAVEMENT
FL	= FLOW LINE
TW	= TOP OF WALL ELEV
BW	= BOTTOM OF WALL (GRADE) ELEV
TDC	= TOP OF DEPRESSED CURB

SPORLEIN COMMONS - DUNKIN/BASKIN DRIVE-THRU
BUFFALO GROVE, ILLINOIS
GRADING PLAN

975 E. 22nd St. Suite 400
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www.rwg-engineering.com



PROJECT NO. 27112116
DATE 02/17/21
SCALE 1"=20'
PROJ. MGR. POL
PROJ. ASSOC. NEK
DRAWN BY TLM

SHEET
6 OF 10

VILLAGE OF BUFFALO GROVE
EXHIBIT NO.109
MATERIALS LIST
Date of revision: 9/23/19

Water Distribution Material Specifications:
Water main pipe
Valves
Valve Vault
Castings
Fire Hydrant
Fire hydrant extension
Hydrant Valve Box / Valve boxes
Service Pipe
Corporation Stop
Curb Stop
Curb box
Copper to Copper Fittings
Pressure Connections

Sanitary Sewer Material Specifications:
Sewer and Service Connection Pipe
Sewer and Service Connection Pipe Joints
Sewer and Service Connection Pipe Fittings
Casing Pipes
Manholes
Castings

Storm Sewer System Material Specifications:
Structures
Castings
Sewer Pipe Joints
Sump pump service connection pipe/sub surface drain pipe

Material Specifications For All Utilities:
Bedding
Trench Backfill
Adjustments

Miscellaneous Material Specifications:
Detectable Warnings
Concrete
Asphalt

* The Village Engineer shall have the authority to approve the use of alternative materials than those specifically required by Exhibit 109 in the manner provided for in this Title. The Village Engineer may approve alternative materials that are not specifically required by this title when:
1. The materials or their components required by this title are no longer manufactured and available for purchase; and
2. The alternative materials are generally consistent with requirements of this title, including but not limited to those standards relating to production, composition, safety and aesthetics.

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

Storm Sewer
Sanitary Sewer

INGRESS/EGRESS EASEMENT
WATERMAIN PER OLD JULIE MARKINGS
APPROX. LOCATION PER RECORDS
GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

UTILITY LEGEND
EXISTING
PROPOSED
SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
INLET
PRECAST FLARED END SECTION
SANITARY SEWER
COMBINED SEWER
STORM SEWER
DOWNSPOUT SEWER
CLEANOUT
DOWNSPOUT

UTILITY NOTES:
1. RIM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATIONS OF THE GUTTER, PAVEMENT, OR DRAINAGE SWALE (AS APPLICABLE).
2. UNLESS OTHERWISE NOTED, ALL UTILITY DIMENSIONS ARE CENTER TO CENTER OF STRUCTURES (OR TO END OF FLARED END SECTION - IE INCLUDING LENGTH OF FLARED END SECTION).
3. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO THE PROPOSED GRADES AS INDICATED ON THE PLANS.
4. CONNECTIONS TO EXISTING SEWERS OR WATERMAINS (OR EXISTING SERVICE STUBS) AT POINTS OTHER THAN VISIBLE STRUCTURES ARE APPROXIMATE. THE CONTRACTOR SHALL EXCAVATE AND VERIFY EXISTING SEWER OR WATERMAIN LOCATIONS, SIZES, ELEVATIONS, AND PIPE CONDITIONS AT PROPOSED CONNECTION POINTS PRIOR TO CONSTRUCTING UTILITY EXTENSIONS, AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT OR DISCREPANCIES.
5. EXISTING UNDERGROUND PIPE, CONDUIT AND/OR CABLES (LIGHTING, ELECTRIC, GAS, CABLE, ETC) ARE SHOWN FROM RECORD INFORMATION AND ARE APPROXIMATE IN NATURE. THE CONTRACTOR SHALL VERIFY EXACT LOCATION IN THE FIELD AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT.
6. SELECT GRANULAR TRENCH BACKFILL IS REQUIRED FOR ALL UTILITY TRENCHES UNDER EXISTING OR PROPOSED PAVEMENT, DRIVEWAYS, PARKING LOTS, AND SIDEWALKS, AND EXTENDED A MINIMUM OF 2' EACH SIDE OF SAME. GRANULAR TRENCH BACKFILL SHALL BE COMPACTED IN PLACE IN ACCORDANCE WITH THE SPECIFICATIONS.
7. BUILDING DIMENSIONS AND ADJACENT UTILITY SERVICE LOCATIONS HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE TIME OF DRAWING PREPARATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THE CONTRACTOR SHALL REFER TO THE CURRENT ARCHITECTURAL PLANS FIRST, FOR PRECISE BUILDING DIMENSIONS AND UTILITY SERVICE CONNECTION LOCATIONS AND NOTIFY THE ENGINEER AND ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
8. ROUTING OF GAS, ELECTRIC, TELEPHONE AND OTHER CABLE SERVICES (IF SHOWN) ARE APPROXIMATE AND SUBJECT TO MODIFICATION BY THE RESPECTIVE UTILITY COMPANY AND/OR DEVELOPER. THE CONTRACTOR SHALL COORDINATE THE FINAL UTILITY SERVICE LOCATION WITH EACH UTILITY COMPANY PRIOR TO CONSTRUCTION.
9. ALL RCP STORM SEWER SHALL INCORPORATE FLEXIBLE GASKETS CONFORMING TO ASTM C-443, WHERE SPECIFICALLY NOTED. ASTM C-361 WATERMAIN QUALITY JOINTS MAY BE CALLED OUT. REFER TO PROJECT NOTES AND SPECIFICATIONS.
10. STRUCTURE ADJUSTMENTS TO BE IN ACCORDANCE WITH VILLAGE REQUIREMENTS - NO MORE THAN TWO PRECAST CONCRETE ADJUSTING RINGS WITH 6" MAXIMUM HEIGHT ADJUSTMENT ALLOWED.

UTILITY CROSSING SCHEDULE
CROSSING
SIZE (IN.)
MATERIAL
UTILITY
BOTTOM OF PIPE
TOP OF PIPE
CLEARANCE
(A) 10" RCP STM* 713.95 712.45 1.5' MIN. DEPRESS WM
(A-1) 4" DI WM STM* 713.45 713.15 0.3'
(A-2) 4" DI WM STM* 712.10 710.60 1.5' MIN. DEPRESS WM
(A-3) 6" DI WM STM* 715.20 713.70 1.5' MIN. DEPRESS WM
(B) 8" DI WM STM* 714.80 714.50 ±0.3'
(C) 8" DI WM SAN* 714.80 713.90 ±0.4'

* SEWER PIPE TO BE WATERMAIN EQUIVALENT STANDARDS OR APPROPRIATE W.M. PROTECTION.

SCHEDULE FOR DOWN SPOUT CONNECTIONS:
RUN
FINISH GRADE ELEV AT BLDG
INVERT AT BLDG
PIPE EXTENSION
INV 4" PVC AT STM DRAIN CONNECTION
INV STM DRAIN AT POINT OF CONNECTION
RECEIVING STM DRAIN
DS-1 720.13 716.14 24 LF 4" PVC @ 6.00% 714.70 714.42 10" RCP
DS-2 719.95 716.00 17 LF 4" PVC @ 8.50% 714.55 714.31 10" RCP
DS-3 720.08 714.10 21 LF 4" PVC @ 5.00% 714.00 714.00 4"X4" TEE AT DS-4
DS-4 720.05 712.94 12 LF 4" PVC @ 2.00% 712.70 712.65 10" RCP
DS-5 720.18 716.33 55 LF 4" PVC @ 8.20% 711.80 711.40 10" RCP
DS-6 717.20 712.95 2 LF 4" PVC @ 2.50% 712.90 712.90 4"X4" TEE AT DS-5

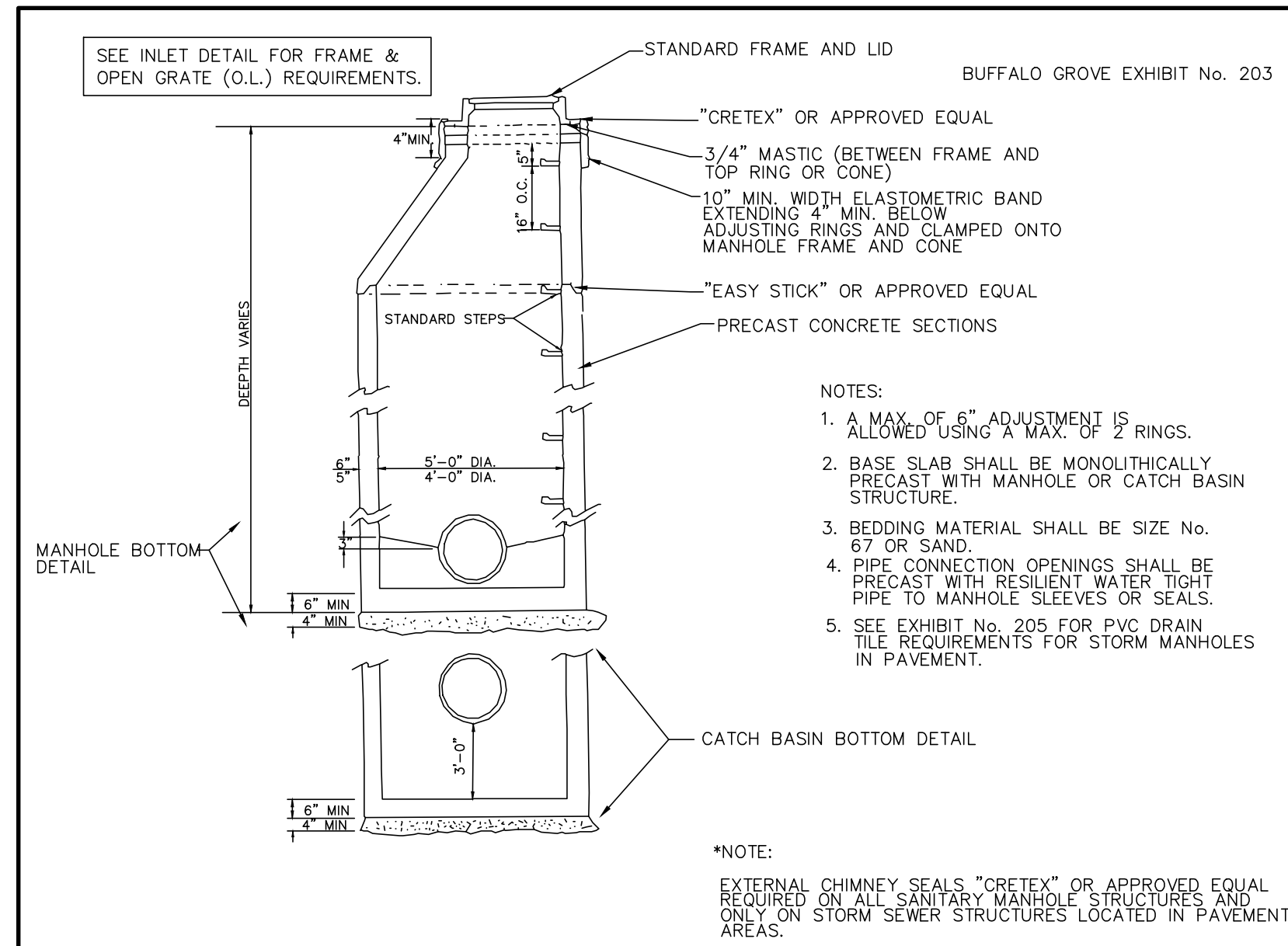
NOTES:
1. *DRAIN PIPE FOR DOWN SPOUTS DS-1 & DS-2 TO BE 4" PVC, SDR 26. DRAIN PIPE FOR DOWN SPOUTS DS-3, DS-4, DS-5 & DS-6 TO BE 4" PVC, C-900.
2. WHERE THE 4" PVC CONNECTS TO A 10" RCP, CIRCULAR CORE THE 10" RCP STORM SEWER WITH A SHEWER-TAP AND INSTALL WUB-TEE SADDLE TO CONNECT THE 4" PVC (OR APPROVED ALTERNATE METHOD). WHERE THE 4" PVC CONNECTS TO A 10" PVC C-900, PROVIDE A TEE FITTING.

March 31, 2021 9:51:09 am AcadVier 22.0s (LMS Tech)
Drawing: S:\27112116 - SPOERLEIN COMMONS-DUNKIN DONUTS\3000_ENGINEERING\3101_CADD\FINAL\2711_BASE.DWG

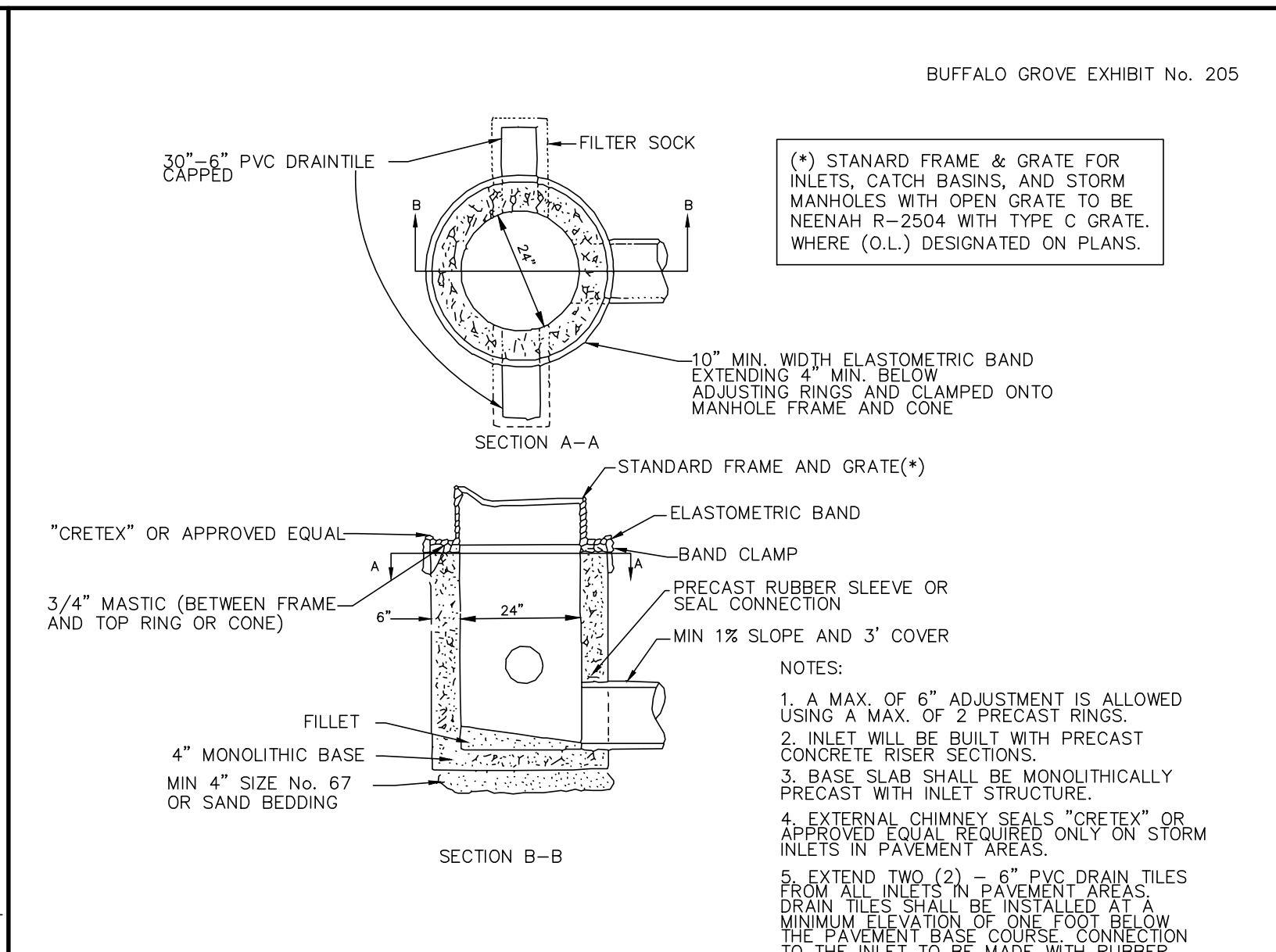
PROJECT NO. 27112116
DATE 02/17/21
SCALE 1"=20'
PROJ. MGR. PDL
PROJ. ASSOC. NEK
DRAWN BY TLM

SHEET
7 OF 10

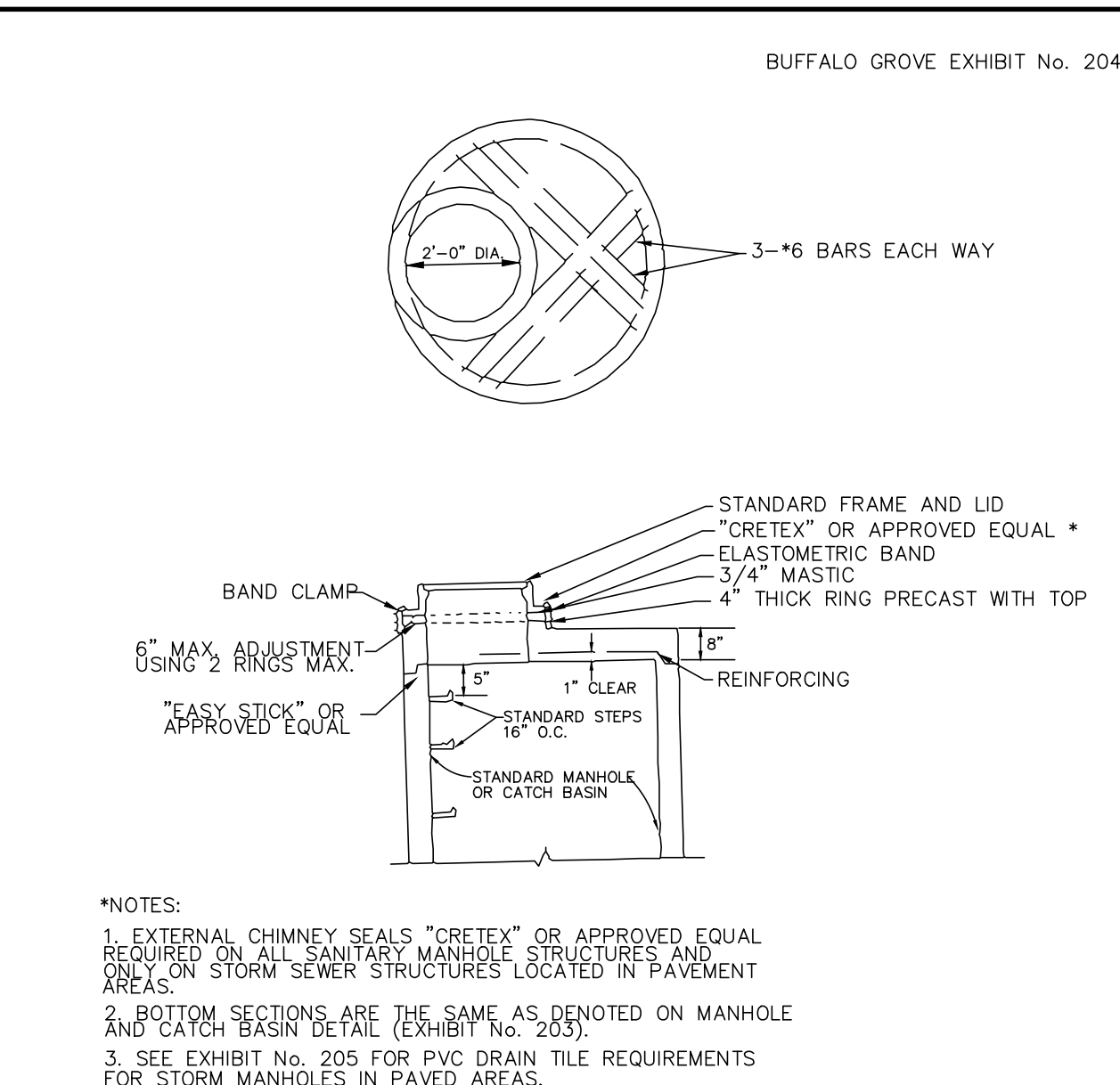
Packet Pg. 358



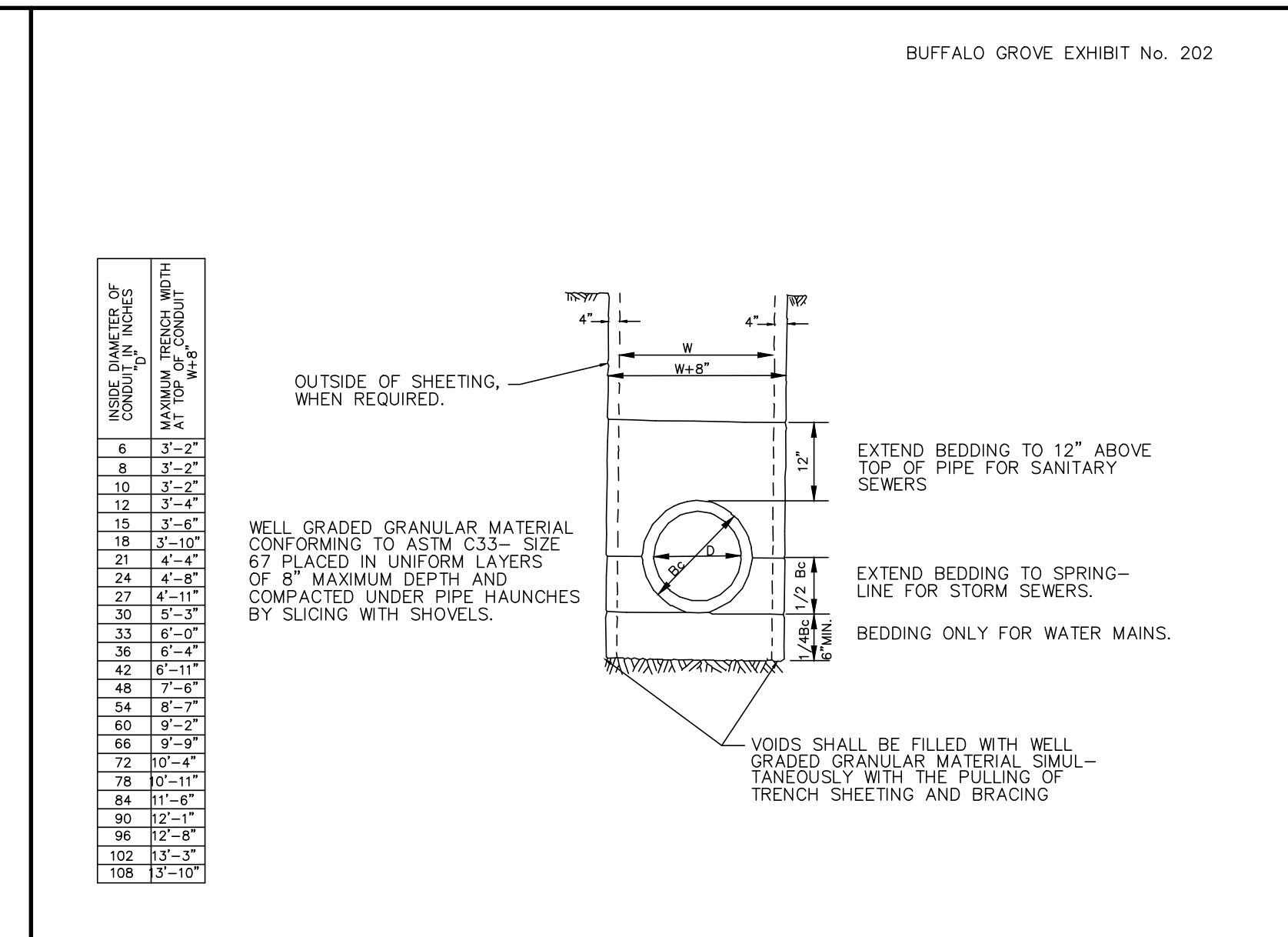
MANHOLE AND CATCH BASIN DETAIL



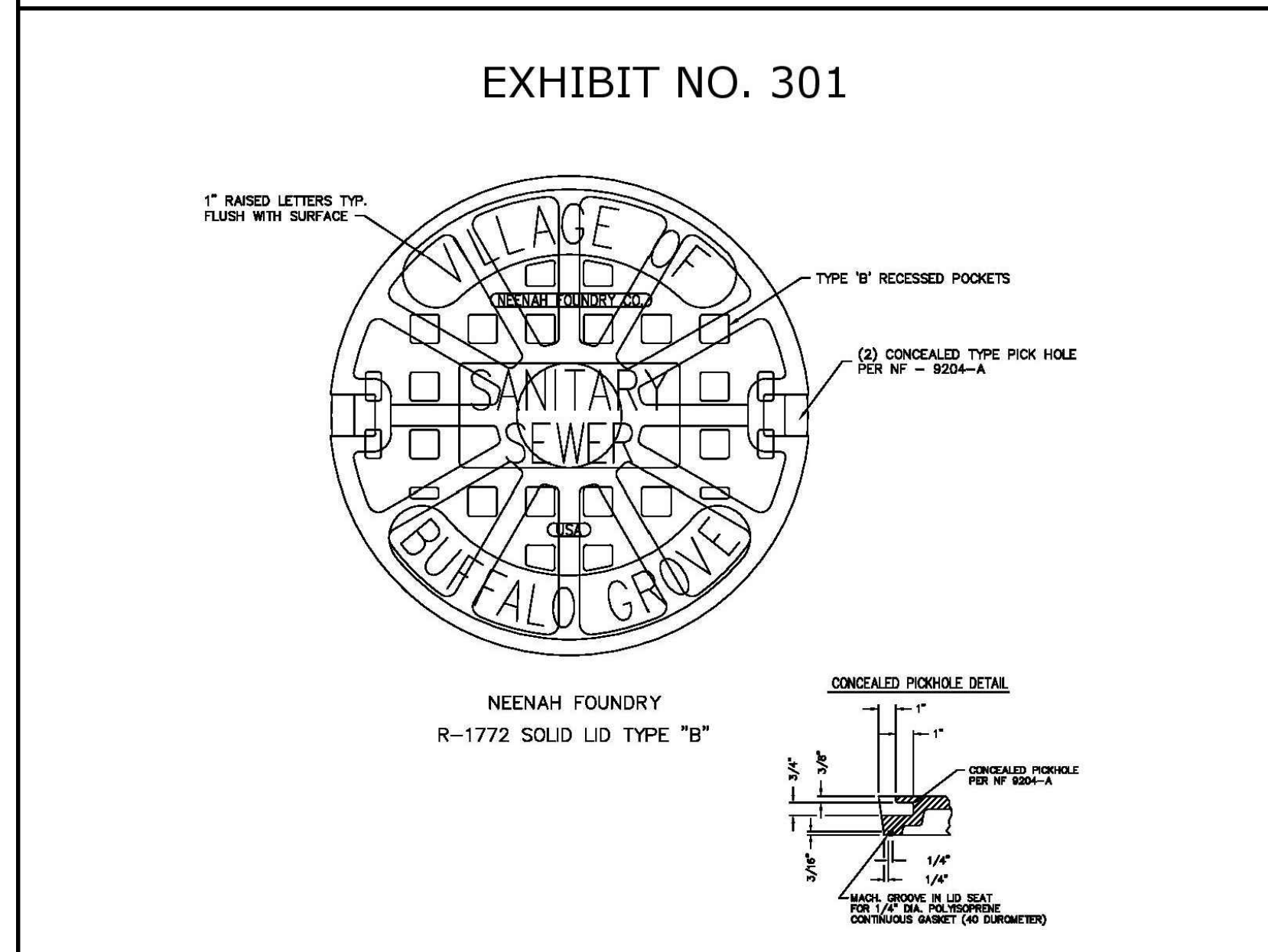
INLET DETAIL



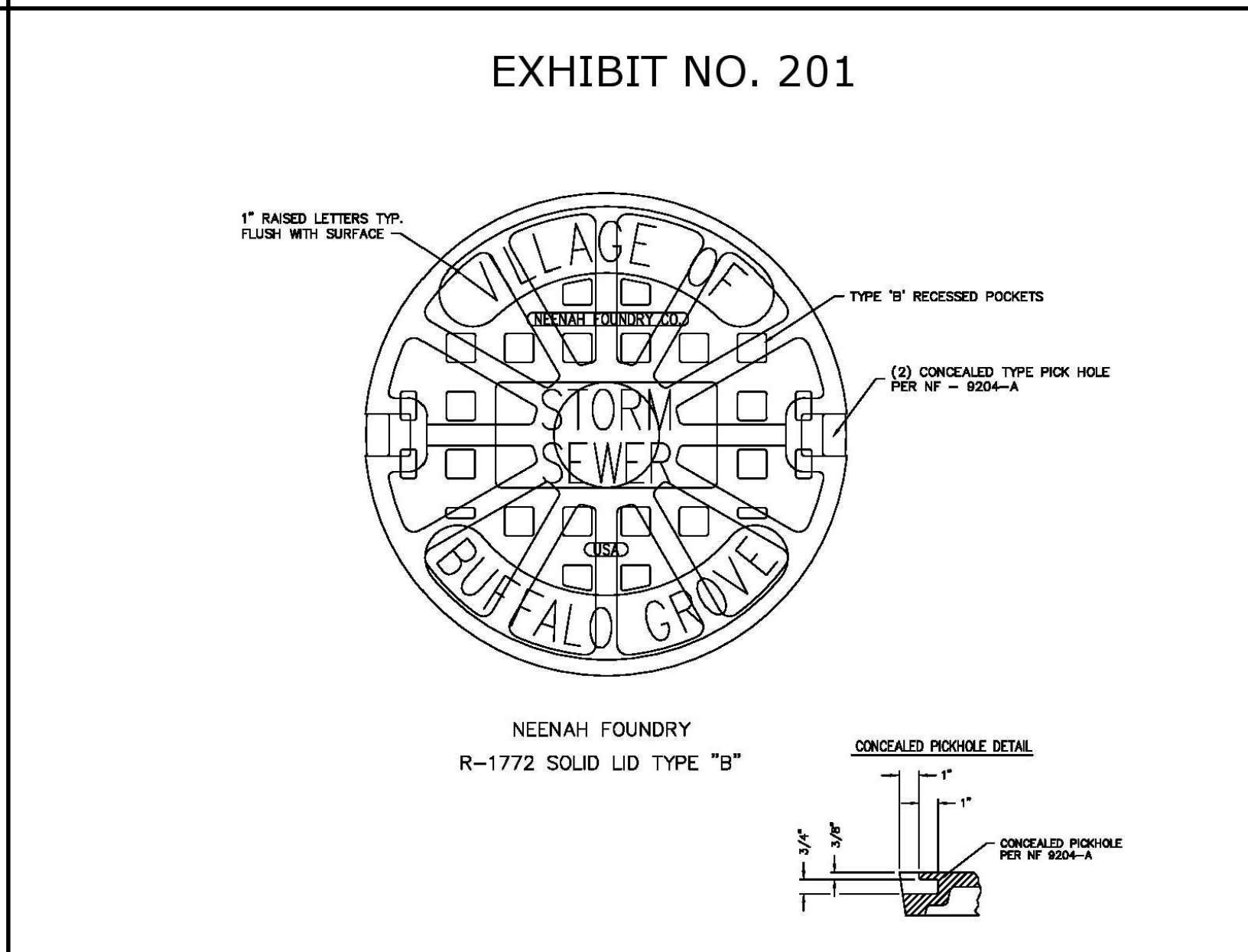
RESTRICTED HEADROOM MANHOLE DETAIL



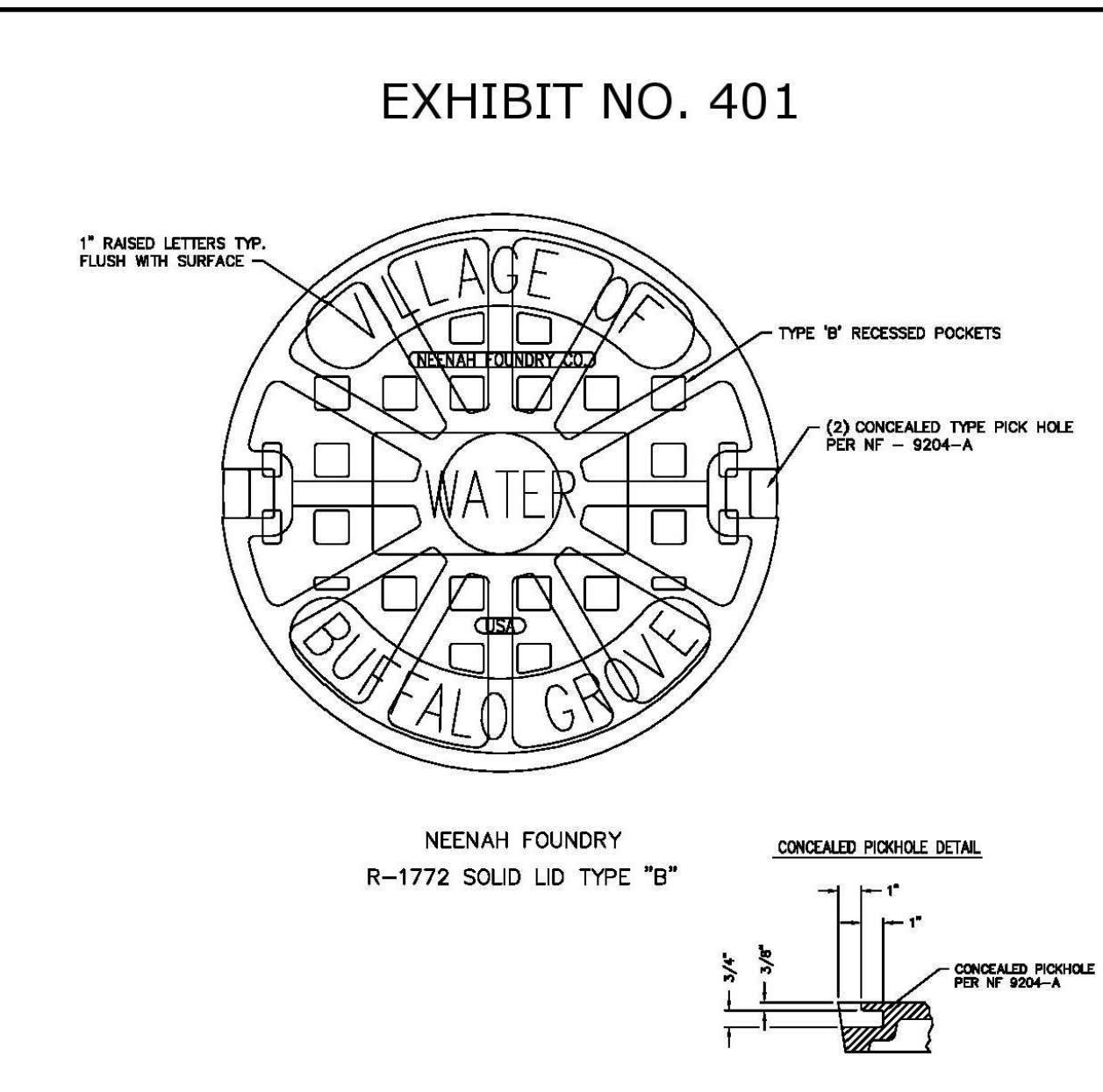
TYPICAL TRENCH AND BEDDING DETAIL



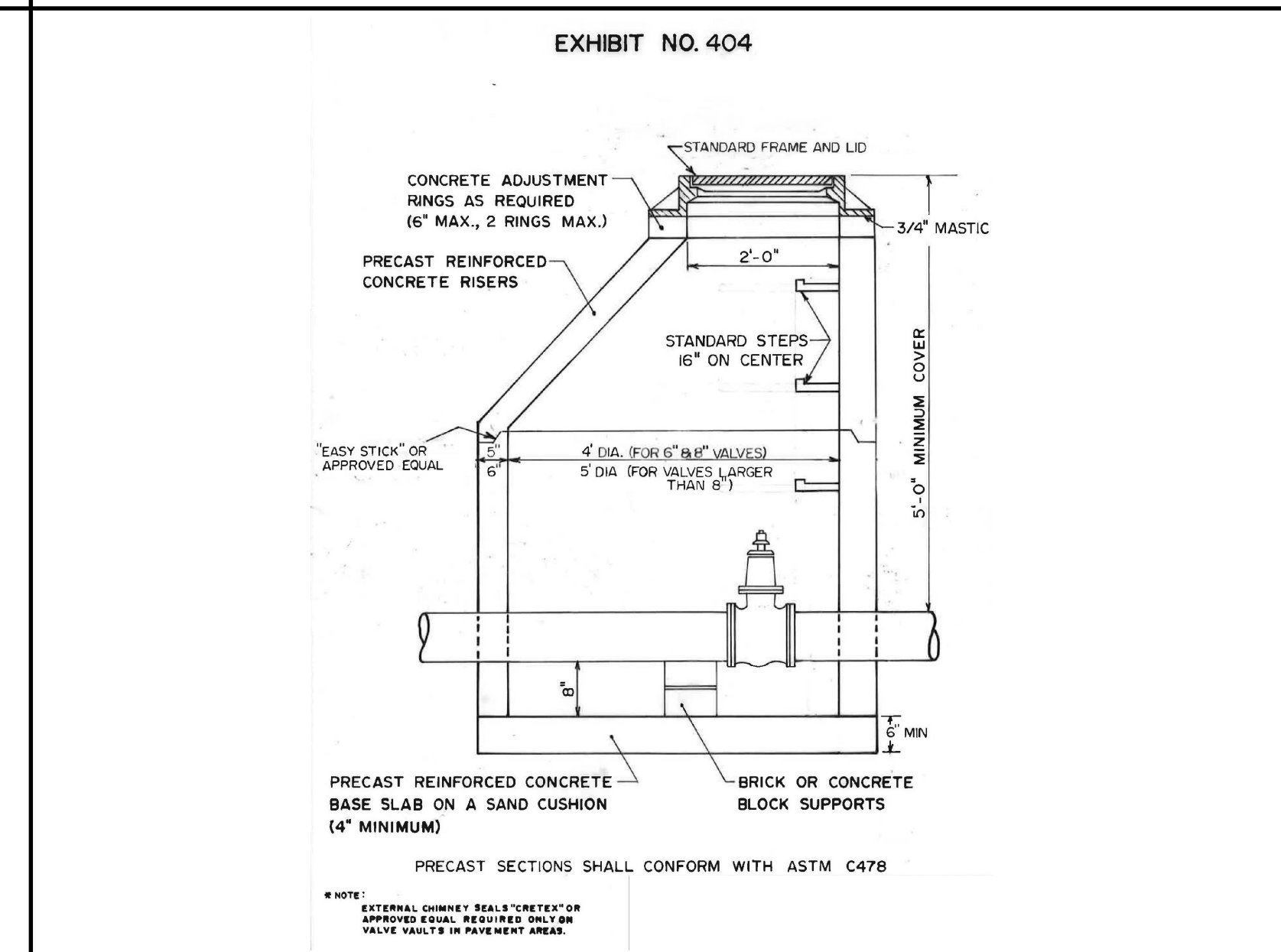
SANITARY SEWER MANHOLE LID



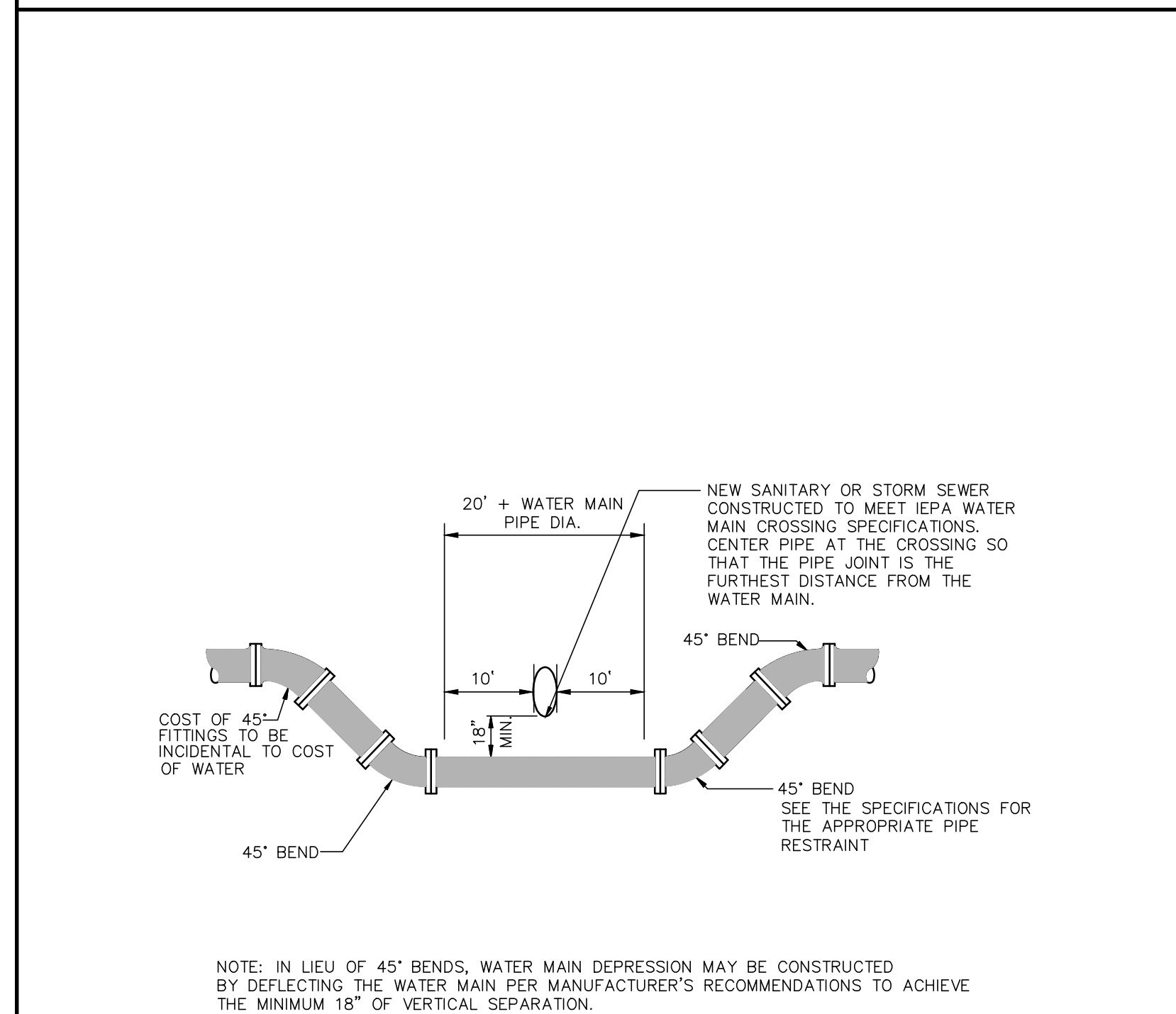
STORM SEWER MANHOLE LID



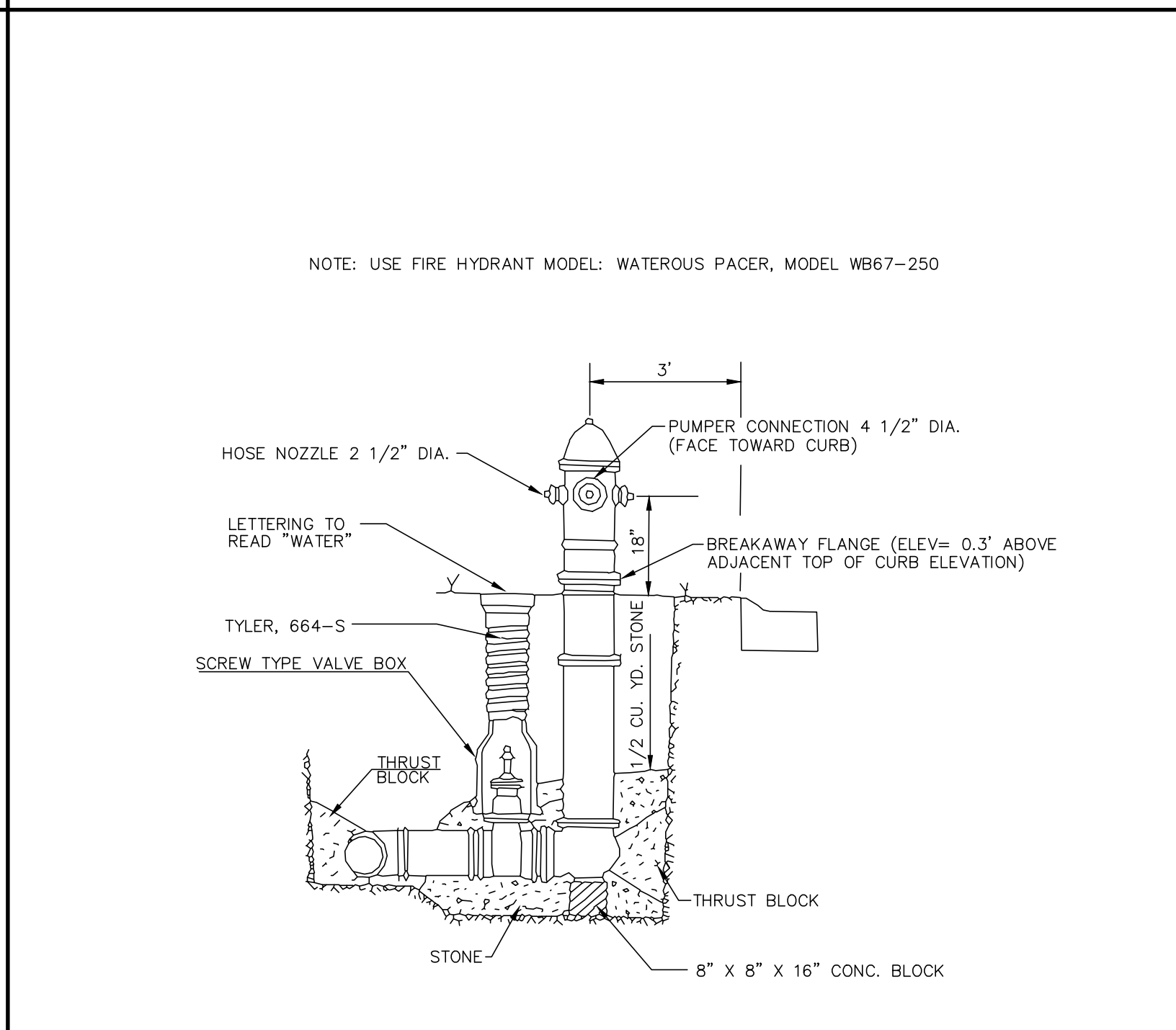
VALVE VAULT LID



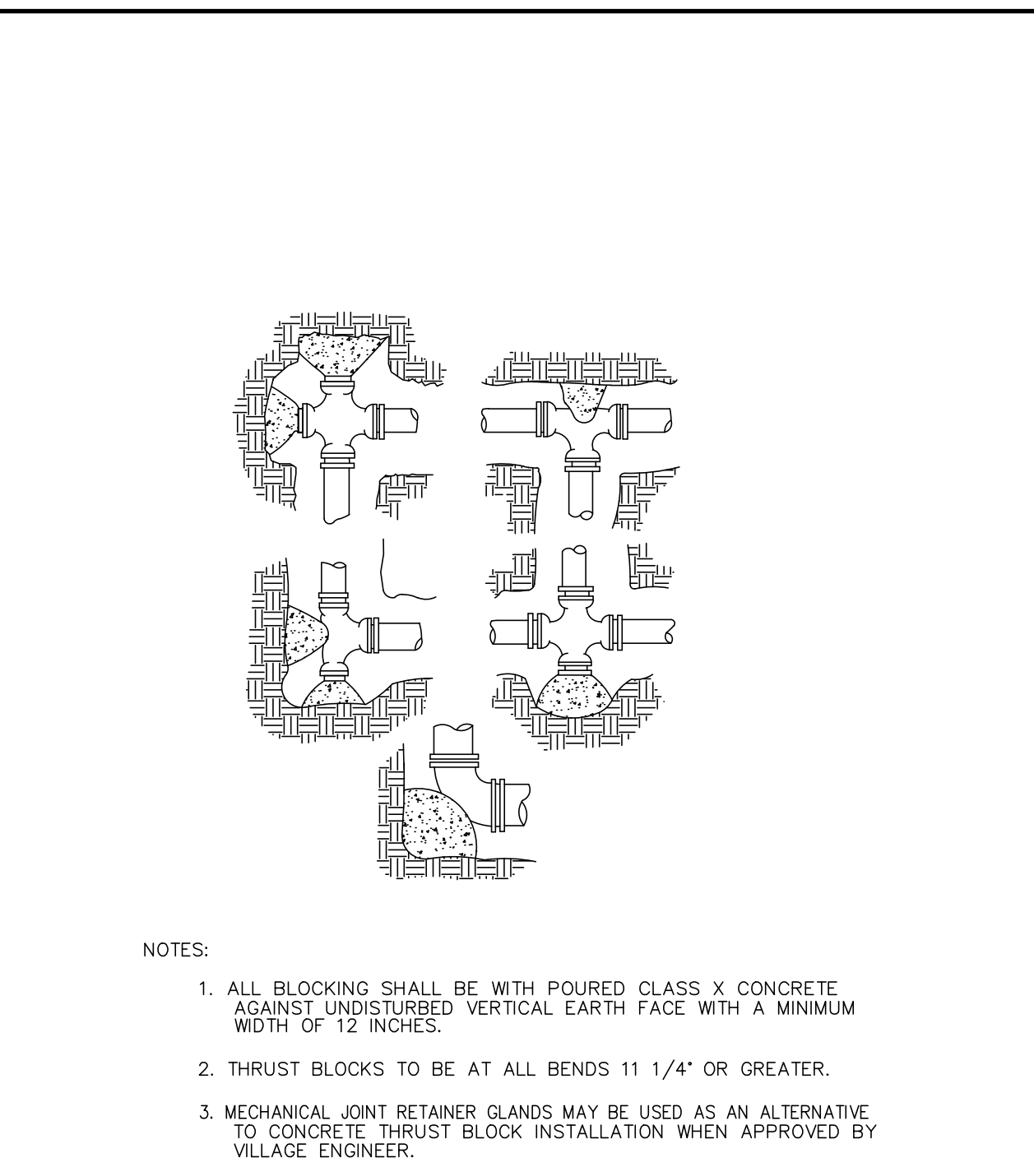
VALVE VAULT



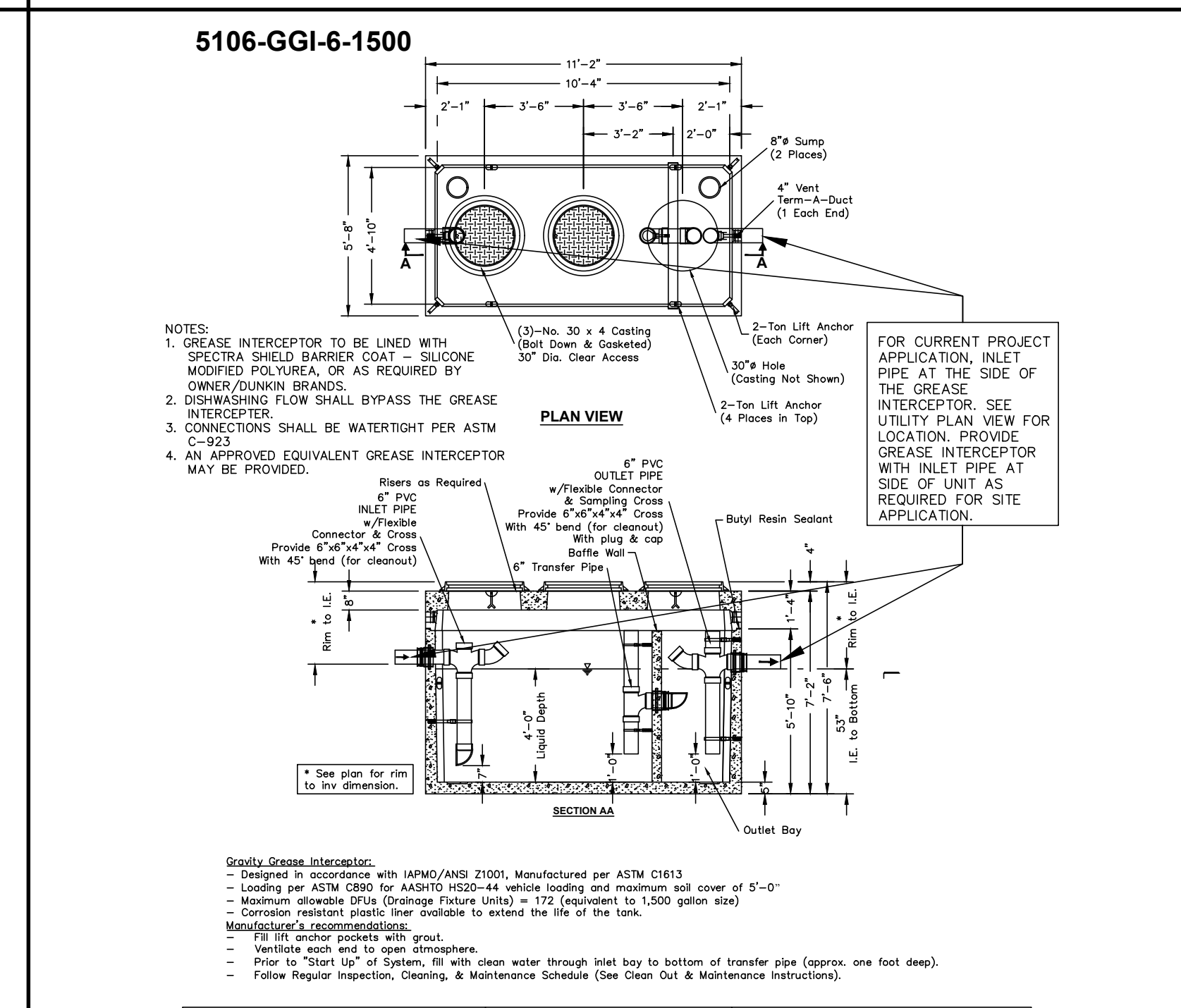
WATER MAIN DEPRESSION



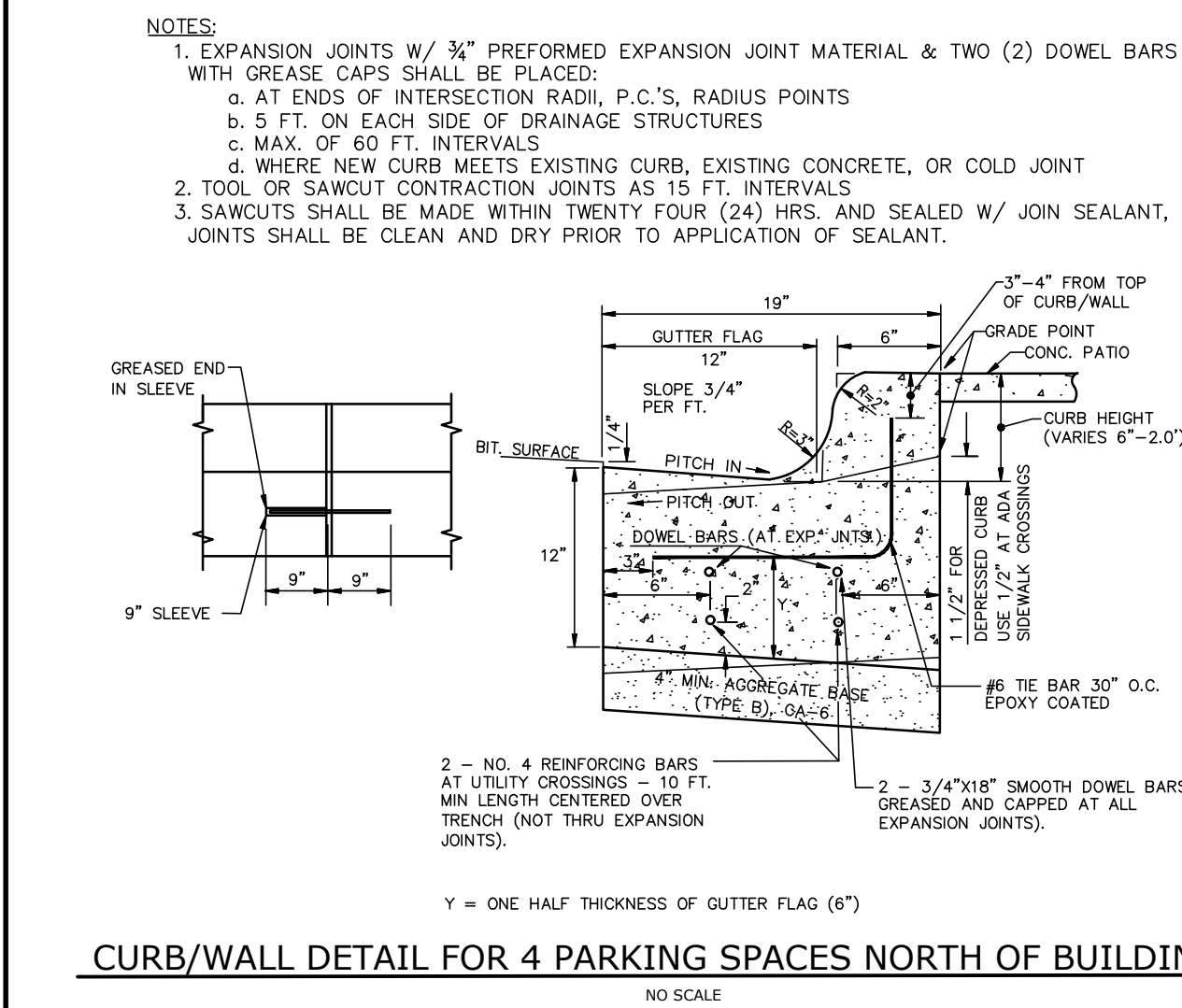
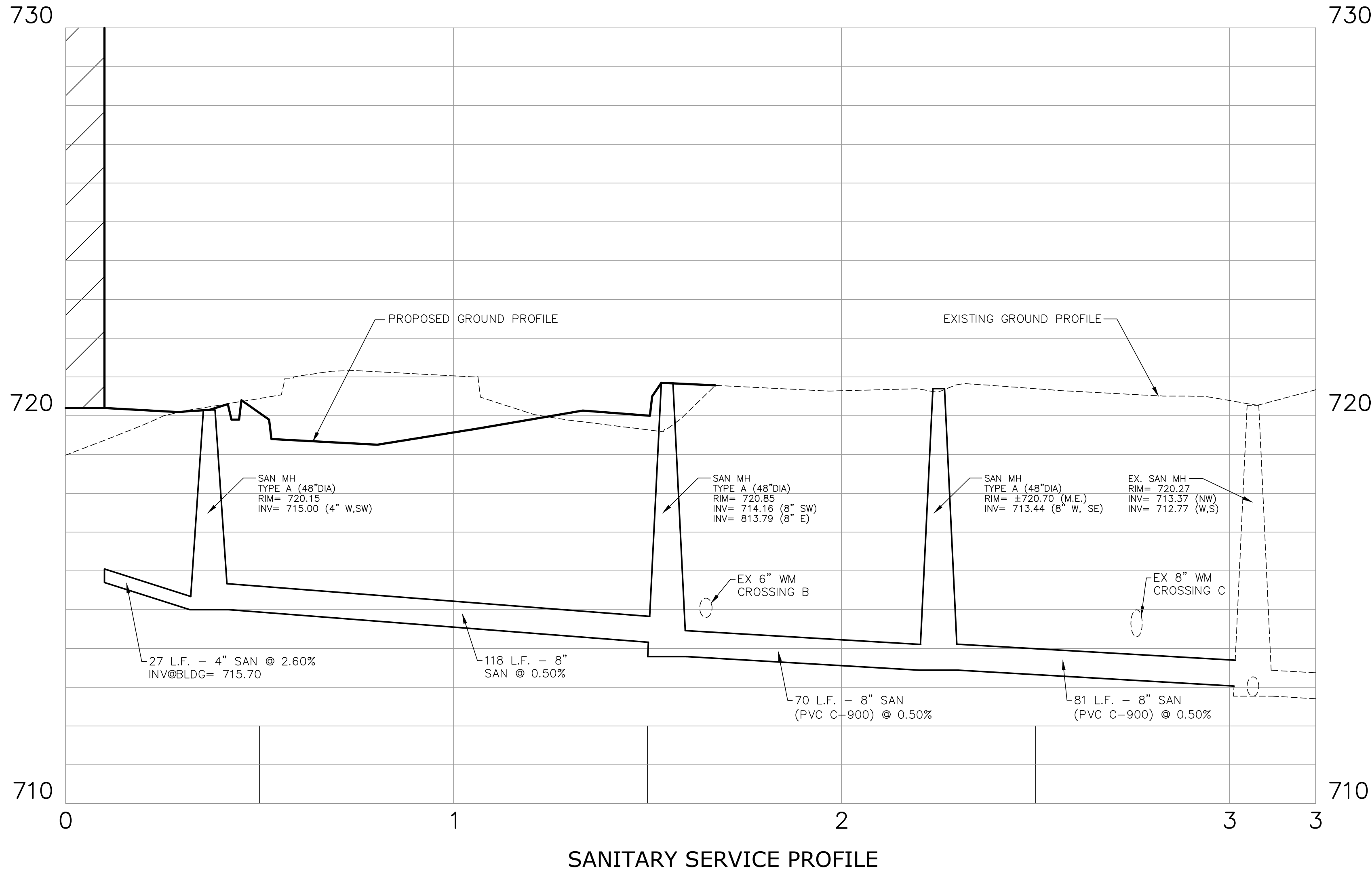
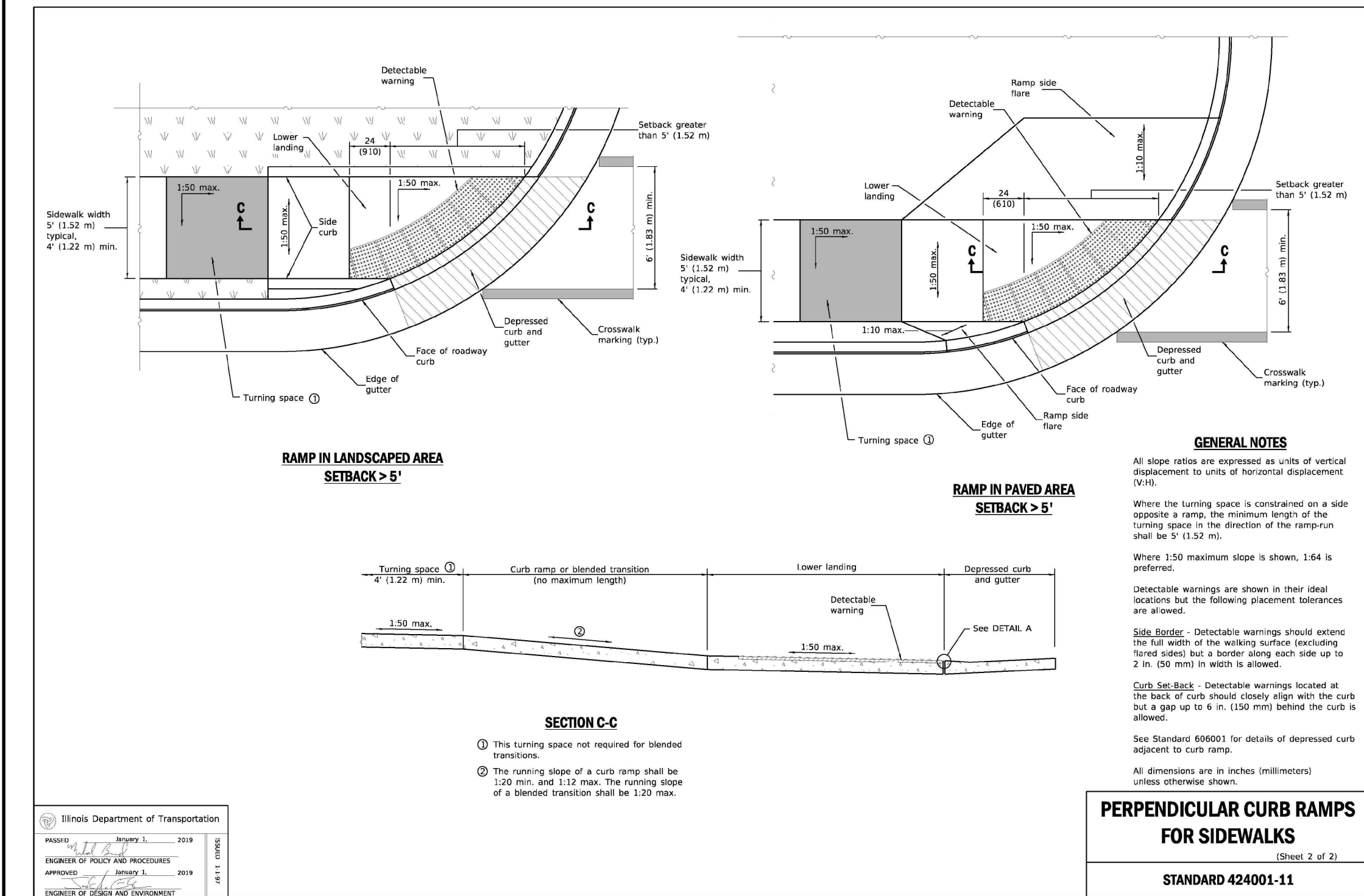
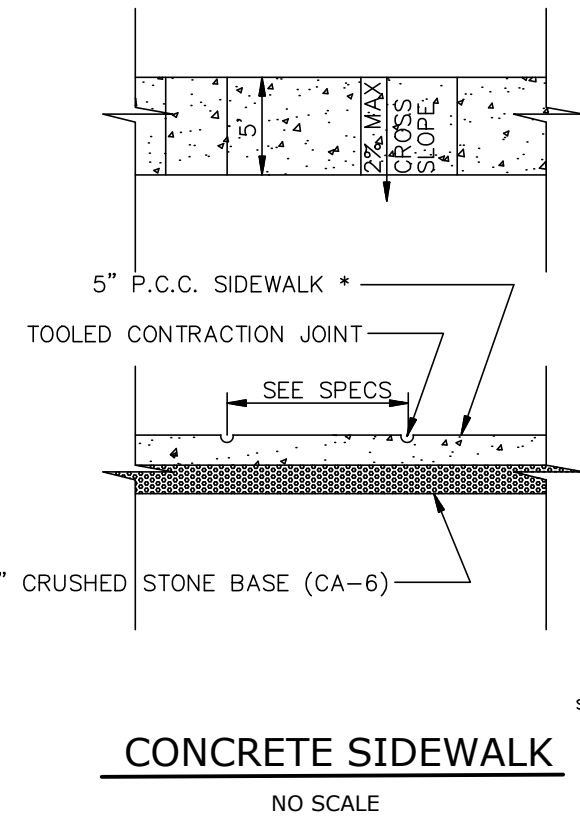
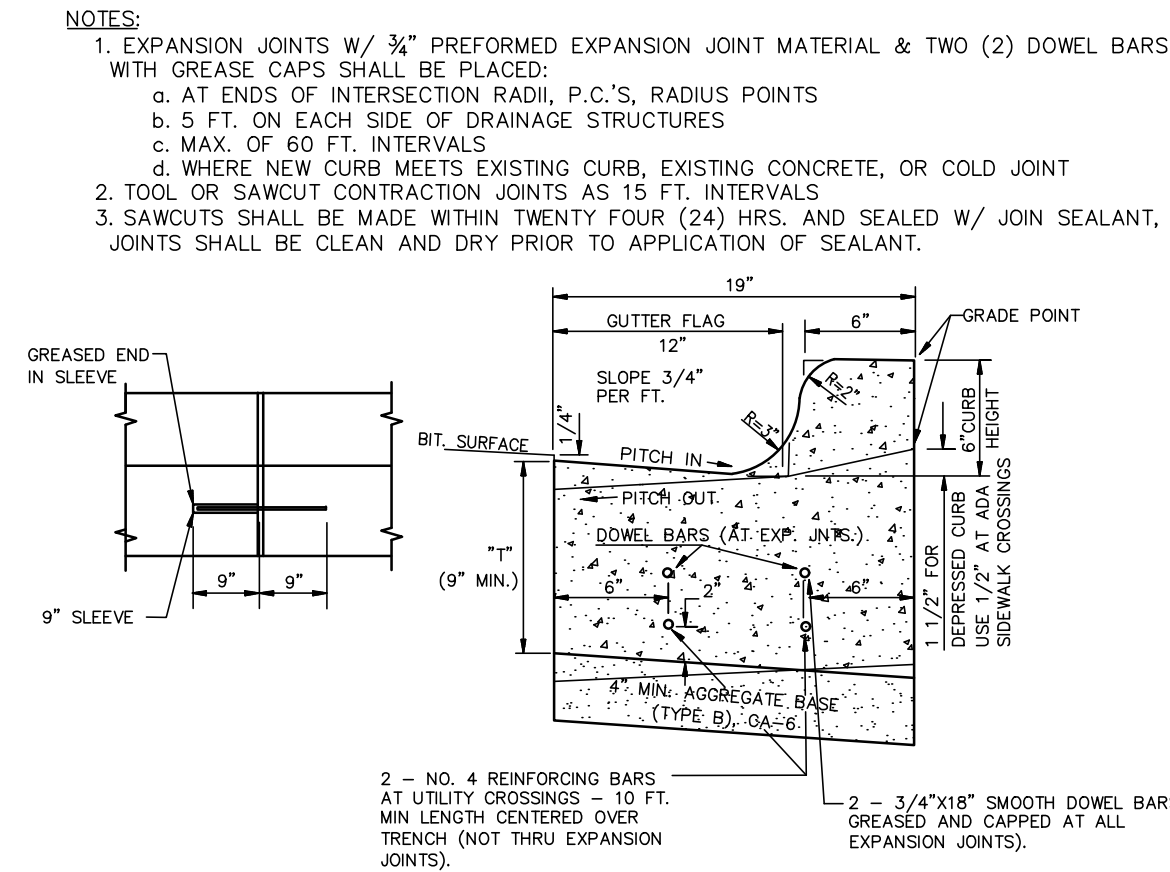
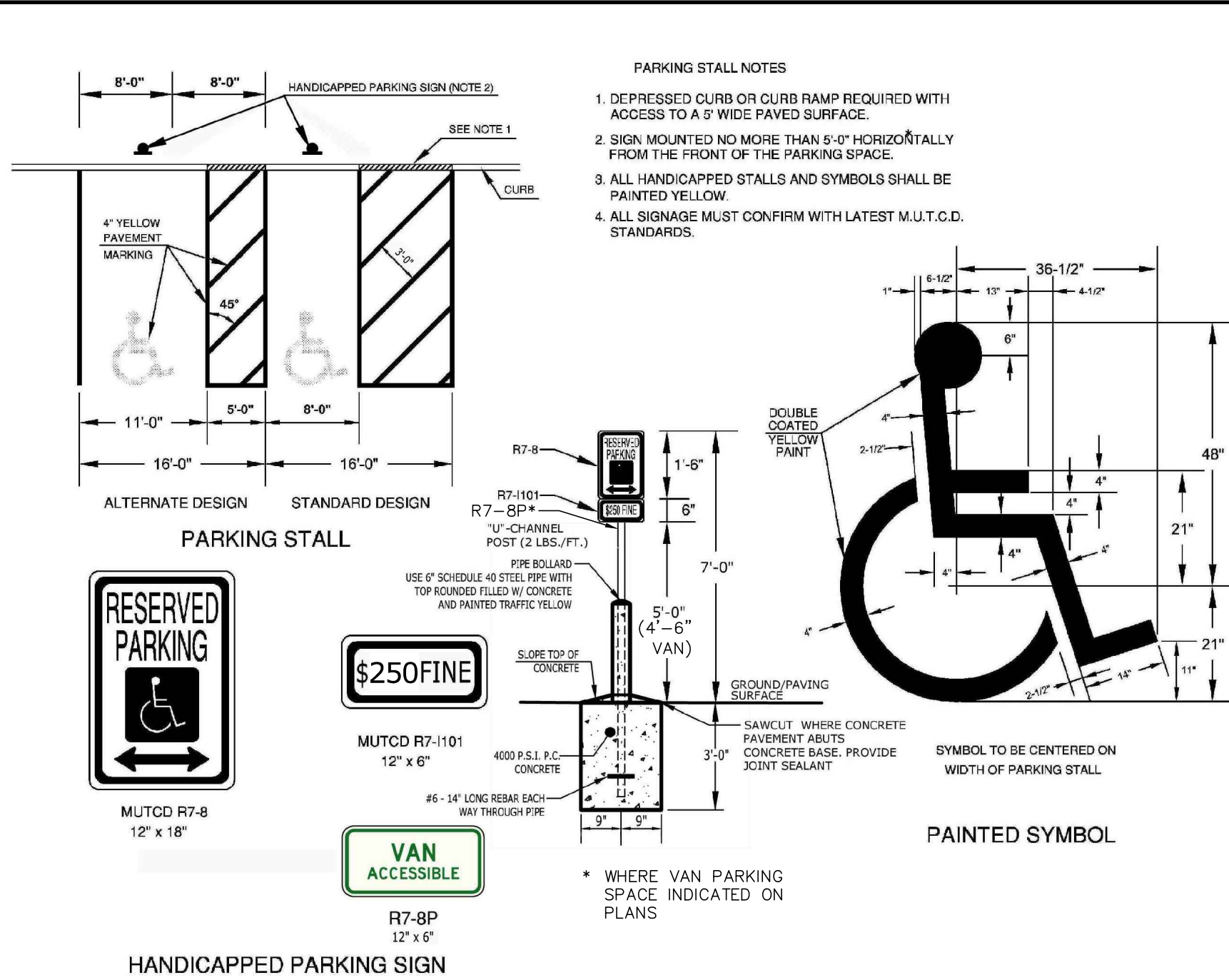
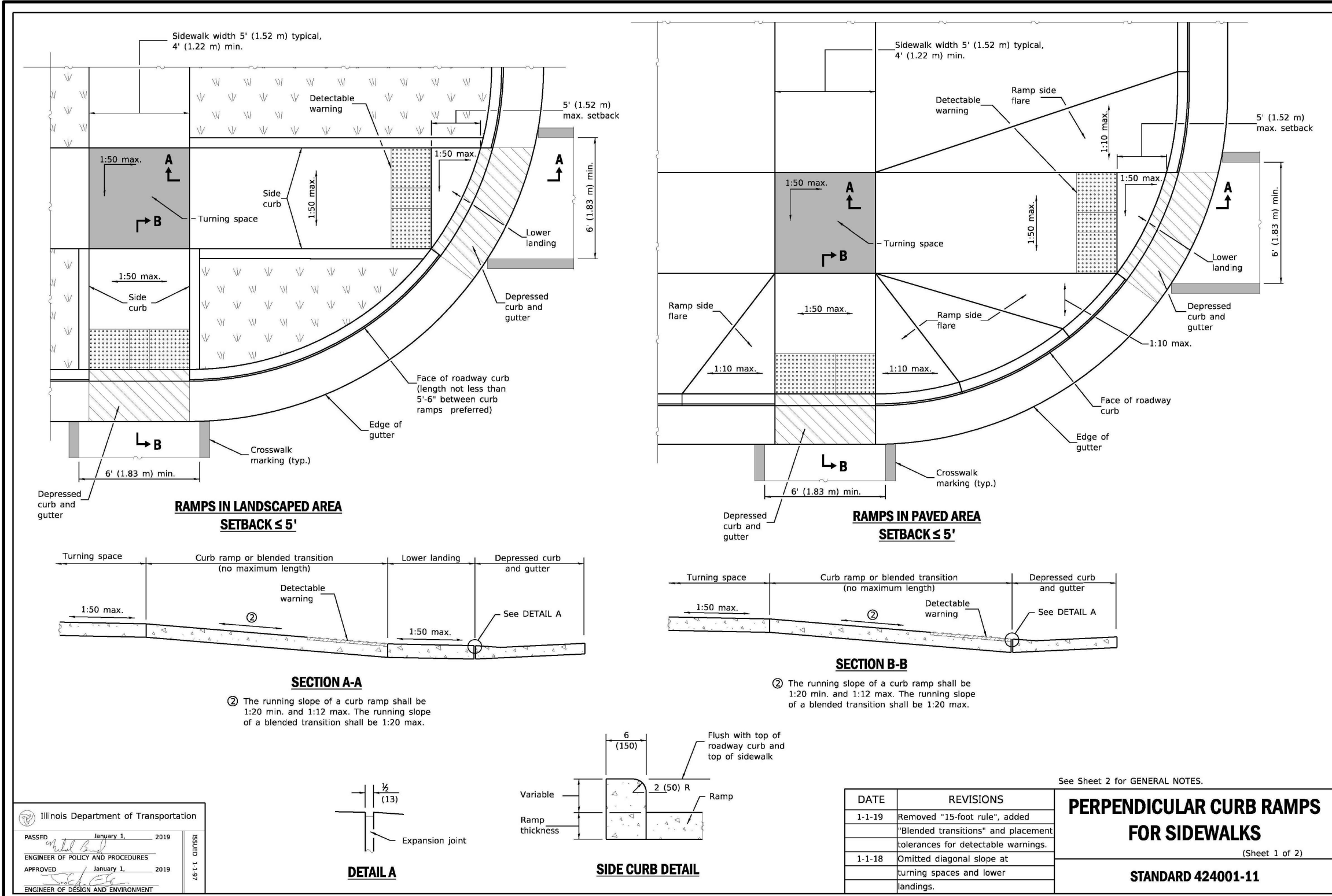
FIRE HYDRANT



THRUST BLOCK DETAILS



 Oldcastle Precast® PO Box 323, Wilsonville, Oregon 97070-0323 Tel: (503) 682-2844 Fax: (503) 682-2657	5106-GGI-6-1500 File Name: 020ECGS106GGI Issue Date: 2016 oldcastleprecast.com/wilsonville	5106-GGI-6-1500 GRAVITY GREASE INTERCEPTOR 1500 GALLON



DATE	REVISIONS	DRAWN BY
03/30/21	VILLAGE REVIEW, WATER SERVICE LOCATION, MISC.	TLM

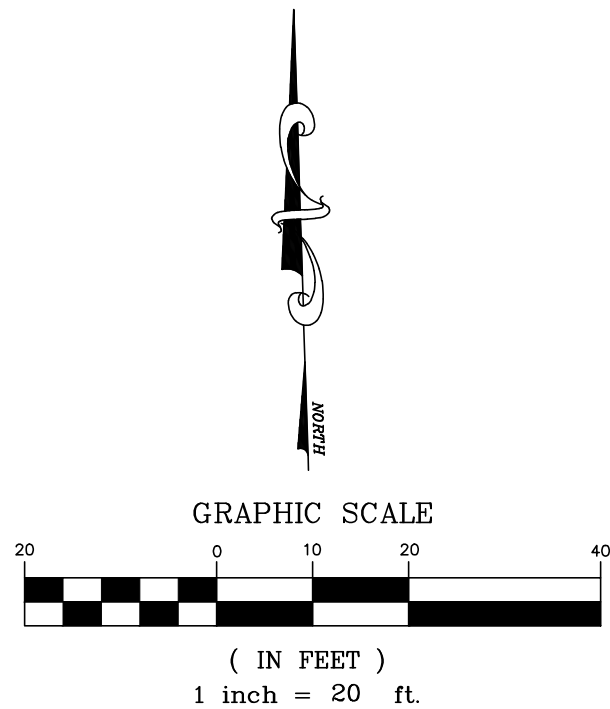
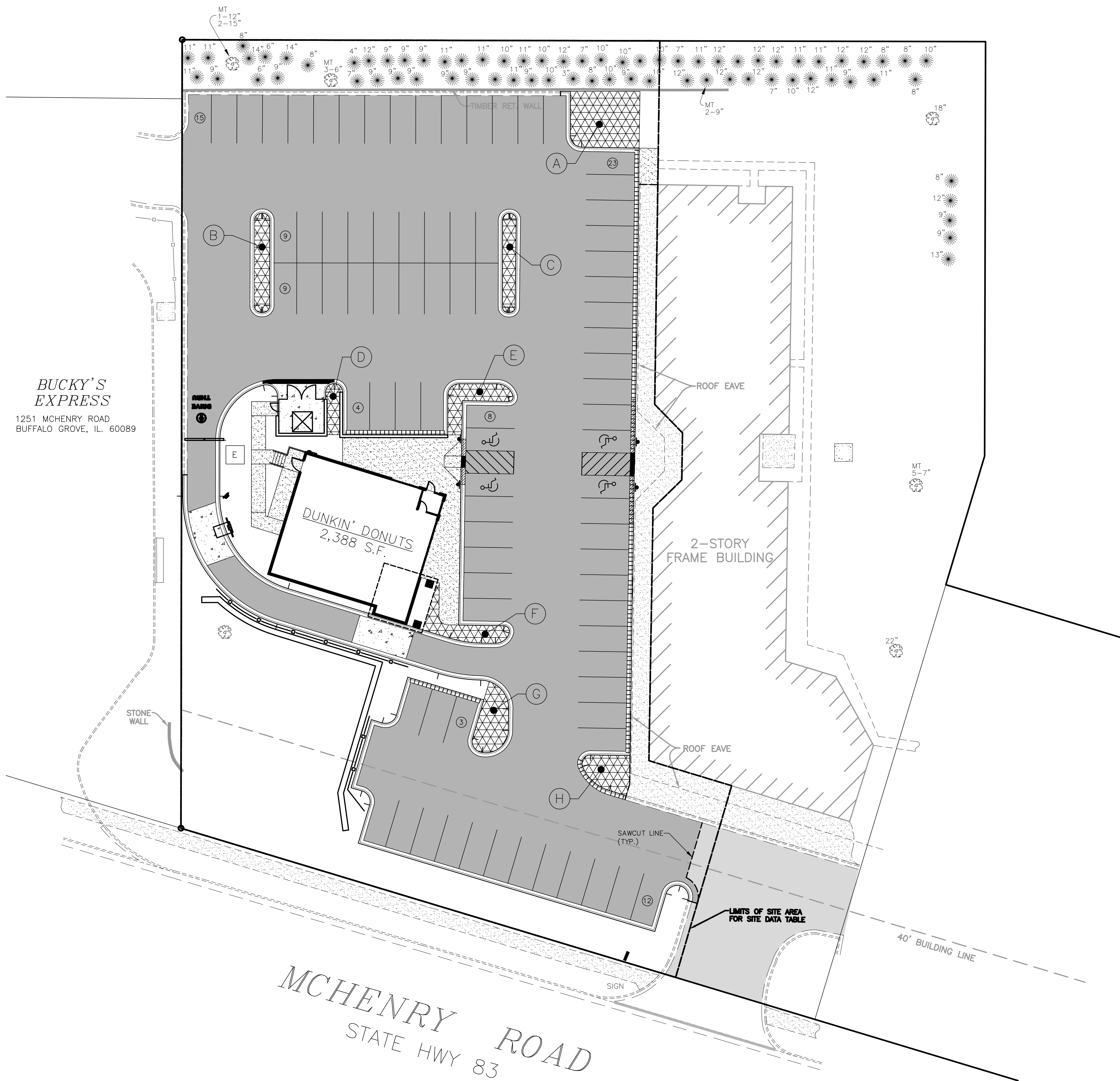
SPOERLEIN COMMONS - DUNKIN/BASKIN DRIVE-THRU
BUFFALO GROVE, ILLINOIS
CONSTRUCTION STANDARDS

975 E. 22nd St, Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

RWG Engineering, LLC
Civil Engineering • Real Estate Consulting • Project Management

PROJECT NO. 27112116
DATE 02/17/21
SCALE NONE
PROJ. MGR. PDL
PROJ. ASSOC. NEK
DRAWN BY TLM

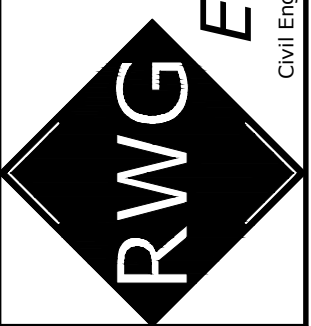
SHEET
10 OF 10



AREA LANDSCAPE ISLAND		
(A)	-	478 S.F.
(B)	-	184 S.F.
(C)	-	159 S.F.
(D)	-	83 S.F.
(E)	-	191 S.F.
(F)	-	197 S.F.
(G)	-	225 S.F.
(H)	-	184 S.F.
TOTAL - 1,701 S.F.		
83 PROPOSED PARKING STALLS TO BE PROVIDED: MINIMUM LANDSCAPE ISLAND AREA FOR 180 S.F. PER 20 PARKING SPACES = 747 S.F.		

BUCKY'S
EXPRESS
1251 MCHENRY ROAD
BUFFALO GROVE, IL. 60089

MCHENRY ROAD
STATE HWY 83



975 E. 22nd St, Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 27112116
DATE 03/30/21
SCALE 1"=20'
PROJ. MGR. PDL
PROJ. ASSOC. NEK
DRAWN BY TLM

SPOERLEIN COMMONS - DUNKIN/BASKIN DRIVE-THRU
BUFFALO GROVE, ILLINOIS
LANDSCAPE ISLAND AREA EXHIBIT

DATE	REVISIONS	DRAWN BY

SHEET
1 OF 1



Engineering, LLC

Civil Engineering Real Estate Consulting Project Management
975 E. 22nd Street, Suite 400, Wheaton, IL 60189 630.480.7889

ENGINEER'S CONCEPT OPINION OF PROBABLE CONSTRUCTION COST
for
SITE WORK IMPROVEMENTS AT SPOERLEIN COMMONS-DUNKIN DRIVE-THRU
1151 McHENRY ROAD
BUFFALO GROVE, ILLINOIS
(BASED ON FINAL ENGINEERING PLANS BY RWG ENGINEERING, LLC, LATEST DATE 02/17/2021)

DATE: 03/11/2021

FILE: 271-121-16

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
A. DEMOLITION, EXCAVATION, GRADING & EROSION CONTROL					
1.	SILT FENCE, EROSION CONTROL	750	L.F.	\$ 3.00	\$ 2,250.
2.	CONSTRUCTION ENTRANCE	1	L.S.	\$ 2,800.00	\$ 2,800.
3.	EXISTING CURB REMOVAL	770	L.F.	\$ 12.00	\$ 9,240.
4.	EXISTING PAVEMENT REMOVAL	3,020	S.Y.	\$ 15.00	\$ 45,300.
5.	EXISTING SIDEWALK REMOVAL	2,165	S.F.	\$ 2.25	\$ 4,871.
6.	ABANDON/REMOVE EXISTING STORM SEWER (APPROX 140 LF)	1	L.S.	\$ 2,500.00	\$ 2,500.
7.	ABANDON/REMOVE EXISTING STORM SEWER STRUCTURES (APPROX 2 EA)	1	L.S.	\$ 600.00	\$ 600.
8.	SITE EXCAVATION/GRADING (BLDG PAD, SUBGRADE PREP-APPROX 800 CY)	1	L.S.	\$ 15,000.00	\$ 15,000.
9.	BLOCK RETAINING WALL - DETENTION AREA	600	F.F.	\$ 38.00	\$ 22,800.
10.	INLET PROTECTION FILTER BASKETS	4	EA.	\$ 275.00	\$ 1,100.
11.	SOIL EROSION CONTROL MAINTENANCE	1	L.S.	\$ 1,500.00	\$ 1,500.
12.	TOPSOIL RESPREAD (APPROX 190 CY.)	1	L.S.	\$ 2,000.00	\$ 2,000.
TOTAL DEMOLITION, EXCAVATION, GRADING & EROSION CONTROL					\$ 109,961.
B. SANITARY SEWER					
1.	4" PVC SANITARY SEWER SERVICE	52	L.F.	\$ 30.00	\$ 1,560.
2.	8" PVC SANITARY SEWER	118	L.F.	\$ 38.00	\$ 4,484.
3.	8" PVC C-900 SAN SEWER (WATER MAIN PROTECTION)	151	L.F.	\$ 50.00	\$ 7,550.
4.	CONNECT TO EXISTING MANHOLE	1	EA.	\$ 2,500.00	\$ 2,500.
5.	48" DIA MANHOLE	3	EA.	\$ 3,000.00	\$ 9,000.
6.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	170	L.F.	\$ 30.00	\$ 5,100.
7.	GREASE INTERCEPTOR	1	EA.	\$ 8,300.00	\$ 8,300.
8.	FINE GRADE-PREP FOR LANDSCAPE RESTORATION (FOR SANITARY SEWER EXTENSION-NOTE: NEW SOD WITH LANDSCAPE ITEMS)	1500	S.F.	\$ 0.80	\$ 1,200.
TOTAL SANITARY SEWER					\$ 39,694.
C. WATER MAIN					
1.	6" DI WATER MAIN	84	L.F.	\$ 40.00	\$ 3,360.
2.	CONNECT TO EXISTING MAIN	1	EA.	\$ 1,800.00	\$ 1,800.
3.	ADJUST RIM ELEV OF EXISTING VALVE VAULT	1	EA.	\$ 400.00	\$ 400.
4.	RELOCATE EXISTING FIRE HYDRANT	1	EA.	\$ 3,500.00	\$ 3,500.
5.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	84	L.F.	\$ 25.00	\$ 2,100.
6.	ADJUST RIM OF EXIST VALVE BOX	1	EA.	\$ 250.00	\$ 250.
TOTAL WATER MAIN					\$ 11,410.
D. STORM SEWER					
1.	10" RCP STORM SEWER	103	L.F.	\$ 30.00	\$ 3,090.
2.	10" RCP STORM SEWER (W/C-443 JOINTS)	58	L.F.	\$ 35.00	\$ 2,030.00

3. 2' DIA INLET	1	EA.	\$	1,400.00	\$	1,400.00
4. 4' DIA MANHOLE	4	EA.	\$	2,200.00	\$	8,800.
5. 4' DIA CATCH BASIN	1	EA.	\$	2,500.00	\$	2,500.
6. CONNECT NEW STRUCTURE TO EXIST STORM SEWER	3	EA.	\$	1,500.00	\$	4,500.
7. EXISTING STORM STRUCTURE RIM ELEVATION ADJUSTMENT	2	EA.	\$	500.00	\$	1,000.
8. EXIST STORM SEWER MANHOLE ADJUSTMENT W/NEW OPEN LID GRATE	1	EA.	\$	650.00	\$	650.
9. SELECT GRANULAR TRENCH BACKFILL (CA-6)	161	L.F.	\$	25.00	\$	4,025.
10. 4" PVC STORM DRAIN (DOWN SPOUT CONECTIONS) W/TRENCH BACKFILL	112	L.F.	\$	40.00	\$	4,480.

TOTAL STORM SEWER **\$ 32,475.**

E. PAVING, CURBS, SIDEWALK

1. B6.12 CONCRETE CURB & GUTTER	1,330	L.F.	\$	18.00	\$	23,940.
2. 1.5" BITUMINOUS CONCRETE SURFACE COURSE (N50)	3,190	S.Y.	\$	11.00	\$	35,090.
3. BITUMINOUS TACK COAT (0.05 GAL/SY)	160	GAL	\$	3.00	\$	480.
4. 2.5" BITUMINOUS BINDER COURSE (N50)	3,190	S.Y.	\$	16.00	\$	51,040.
5. BITUMINOUS PRIME COAT (0.30 GAL/SY)	960	GAL	\$	3.00	\$	2,880.
6. 8" AGGREGATE BASE COURSE (CA-6)	3,190	S.Y.	\$	15.00	\$	47,850.
7. 8" PCC PAVEMENT ON 4" AGGREGATE BASE	80	S.Y.	\$	60.00	\$	4,800.
8. RETAINING WALL- ALONG PARKING BAY NORTH OF DUNKIN BLDG	55	F.F.	\$	60.00	\$	3,300.
9. CONCRETE SIDEWALK (WITH AGG BASE)	1,680	S.F.	\$	5.50	\$	9,240.
10. PAVEMENT MARKINGS + SYMBOLS + SIGNAGE	1	L.S.	\$	2,800.00	\$	2,800.
11. GUARD RAIL	110	L.F.	\$	110.00	\$	12,100.

TOTAL PAVING, CURBS, SIDEWALK **\$ 193,520.**

F. SITE LIGHTING - SEE ATTACHED

1. RELOCATE EXISITNG PARKING LOT SITE LIGHT	3	EA.	\$	5,000.00	\$	15,000.
2. ELECTRIC HANDHOLE ELEV ADJUSTMENT	1	EA.	\$	600.00	\$	600.

TOTAL SITE LIGHTING **\$ 15,600.**

G. LANDSCAPING - SEE ATTACHED OPC BY DICKSON DESIGN STUDIO, DATED 3/4/2021

TOTAL LANDSCAPING **\$ 29,910.**

SUMMARY

A. DEMOLITION, EXCAVATION, GRADING & EROSION CONTROL	\$	109,961.25
B. SANITARY SEWER	\$	39,694.00
C. WATER MAIN	\$	11,410.00
D. STORM SEWER	\$	32,475.00
E. PAVING, CURBS, SIDEWALK	\$	193,520.00
F. SITE LIGHTING	\$	15,600.00
G. LANDSCAPING	\$	29,910.21
TOTAL OPINION OF CONSTRUCTION COST	\$	432,570.46

PLUS 10% FOR CONSTRUCTION ENGINEERING **\$ 43,257.05**

TOTAL ABOVE EOPC AMOUNT **\$ 475,827.51**

PLUS 8% FOR LOC AMOUNT **\$ 513,893.1**

FOR LETTER OF CREDIT, USE AN AMOUNT OF: \$ 513,900.1

NOTE:

THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED ON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COSTS. THIS COST OPINION IS SUBJECT TO MODIFICATION BASED ON RECEIPT OF ADDITIONAL INFORMATION , ADDITIONAL ENGINEERING STUDIES, GOVERNMENT AGENCY APPROVALS, CONTRACTOR PROPOSALS, ETC.



REVISED 3/4/2021

Warren Johnson Architects - Palatine, IL
Dunkin Donuts @ 1151 McHenry Road; Buffalo Grove, IL

Landscape Architect's Opinion of Probable Cost

NOTE! This cost estimate represents a Landscape Architect's Opinion of Probable Cost, based on current pricing and plant availability. This cost estimate does not include anything not specifically listed and is subject to change.

<u>CODE</u>	<u>QTY</u>	<u>SIZE</u>	<u>COMMON NAME</u>	<u>UNIT</u>	<u>EXTENSION</u>
Shade Trees					
NS	1	2.5" caliper	Black Tupelo	\$900.00	\$900.00
TSS	2	2.5" caliper	Sterling Silver Linden	\$686.25	\$1,372.50
Fastigate Evergreen Trees					
TOS	3	6' high	Emerald Green Arborvitae	\$258.75	\$776.25
Ornamental Trees					
SRIS	1	6' high	Ivory Silk Japanese Tree Lilac	\$472.50	\$472.50
Large Deciduous Shrubs					
HAA	4	7 Gal./36"	Annabelle Hydrangea	\$126.00	\$504.00
HPB	18	7 Gal./36"	Bobo Panicle Hydrangea	\$159.75	\$2,875.50
PDM	1	7 Gal./36"	Little Devil Ninebark	\$126.00	\$126.00
VDDF	8	48" high	Dwarf Form Arrowwood Viburnum	\$227.25	\$1,818.00
VJ	5	48" high	Judd Viburnum	\$238.50	\$1,192.50
Small Deciduous Shrubs					
RGL	12	5 Gal./24"	Gro Low Sumac	\$67.50	\$810.00
SGF	5	5 Gal./24"	Goldflame Spirea	\$69.75	\$348.75
Ornamental Grasses					
CKF3	17	3 Gal.	Karl Foerster Feather Reed Grass	\$28.46	\$483.86
SHT	99	1 Gal.	Tara Prairie Dropseed	\$16.65	\$1,648.35
Materials					
-	3	C.Y.	Soil Amendments	\$95.00	\$285.00
-	9	C.Y.	Shredded Hardwood Mulch	\$95.00	\$855.00
-	753	S.Y.	Kentucky Bluegrass Blend Sod (6,775 S.F.)	\$14.00	\$10,542.00
-	32	L.F.	Tree Protection Fence	\$12.50	\$400.00
-	150	L.F.	Guard Rail Fence	\$30.00	\$4,500.00

Estimated GRAND TOTAL - Landscape:

\$29,910.21