



Village of Buffalo Grove

Design and Construction CAFT Facility

Request for Proposals – for Design Build Firm

Responses Due: January 25, 2019 by 10:00a.m.

Prepared by the Finance Department
12/04/2018

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REQUEST for PROPOSALS (RFP)

Design and Construction CAFT Facility

RECEIPT OF RESPONSES

Sealed Responses for Design and Construction Combined Area Fire Training (“CAFT”) Facility are invited and will be received by the Village of Buffalo Grove, (hereinafter referred to as “the Village”) at 50 Raupp Boulevard (Attn: Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than **10:00 A.M. Local Time on Friday, January 25, 2019**. Responses will not be publically opened. Each Design-Build Firm shall be required to submit copies of their respective Response documents, in a sealed envelope or box, as detailed on page 4, Instructions to Design-Build Firms.

REQUEST FOR PROPOSALS PURPOSE

The Village is interested in contracting for the Design and Construction of a CAFT Facility. The Village is accepting Proposals from experienced CONTRACTORS/FIRMS to assist Village staff with the Design and Construction of a CAFT Facility located at 851 Krause Dr., Buffalo Grove, IL 60089 as set forth in this solicitation.

PREVAILING WAGE ACT

The Village of Buffalo Grove is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

QUESTIONS

All comments or concerns regarding this Request for Proposals (“RFP”) shall be addressed to the Village of Buffalo Grove Purchasing Manager, Brett Robinson, via email at brobinson@vbg.org. All such e-mails must contain “Design and Construction CAFT Facility” in the subject line of the e-mail. This will allow for responses to go to all CONTRACTORS/FIRMS in the event that the question has a pertinent relevance to all those involved.

All questions must be received by **Wednesday, January 9, 2019 at 10:00 a.m.** Central Standard Time.

For information on how to receive a copy of the Request for Proposals Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org/bids

HOLDING OF RESPONSES

No Response shall be withdrawn after **Friday, January 25, 2019 at 10:00 AM** without the consent of the Village, for a period of ninety (90) calendar days.

QUALIFICATION OF DESIGN-BUILD FIRMS

It is the intention of the Village to award a potential contract to the most qualified or equally qualified Design-Build Firms who furnishes satisfactory evidence that they have the requisite qualifications and ability and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Design-Build Firm to perform the work, and the Design-Build Firm shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any and all Responses if the evidence submitted by, or investigation of such Design-Build Firm fails to satisfy the Village expectations.

RESERVATION OF RIGHTS

The Village reserves the right to accept the submission that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price submittal; to accept any item in the Design-Build Firm 's submittal or a portion thereof; to reject any/all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Design-Build Firm 's submission when to do so would not, in the Village' opinion, prejudice the procurement process or create any improper advantage to any Design-Build Firm ; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future defects or informalities, and the Design-Build Firm should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the response. In addition to the Village' rights above, the Village reserves the right to reject any and all response if the evidence submitted by, or investigation of such Design-Build Firm fails to satisfy the Village expectations or accept any item in the Design-Build Firm 's submittal or a portion thereof.

INSTRUCTIONS TO CONTRACTORS/FIRMS

1. Response documents should consist of two separate sealed submittals as described below. Each Design-Build Firm shall be required to submit one hard copy labeled original, four hard copies, and a PDF copy on a CD or USB device of:
 - a) The Response Packet consisting of Public Contract Statements (must be signed, notarized and submitted) on page 5, Response Documents as detailed on pages 12-14, and Profile and Qualifications Form on pages 15-16. Response Packets shall be labeled with the Design-Build Firm company name and be marked or endorsed:

VoBG-2019-03 – Proposals - Design and Construction of CAFT Facility

- b) The Schedule of Prices on page 6. **Separate sealed envelopes** or packages containing prices shall be labeled with the Design-Build Firm company name and be marked or endorsed:

VoBG-2019-03 – Schedule of Prices for Design and Construction of CAFT Facility

2. The Design-Build Firm shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the Village shall be with the Design-Build Firm. Subcontractors shall be recognized only in such capacity.
3. Any Design-Build Firm may be required by the Village to submit additional data to satisfy the Village that such Design-Build Firm is prepared to fulfill the a Contract, if one is awarded to them.
4. Design-Build Firm shall obtain, at its own expense, all permits, insurance, and business licenses and all other licenses which may be required to complete the work and/or be required by municipal, state, and federal regulations and laws.
5. All Contractors/Firms are prohibited from making any contact with the any official or employee of the Village (collectively, "Municipal Personnel") with regard to the work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any Design-Build Firm that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF DESIGN-BUILD FIRM

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The below-signed Design-Build Firm hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Biding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The undersigned Design-Build Firm does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned Design-Build Firm hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or Manager of Firm or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or Manager of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Print Name of Design-Build Firm

Signature

Title

Subscribed and Sworn to before me this _____ day of _____, 2019.

Notary Public

Notary Expiration Date _____

SCHEDULE OF PRICES

Design and Construction CAFT Facility

TO: THE VILLAGE OF BUFFALO GROVE

FULL NAME OF DESIGN-BUILD FIRM: _____

The undersigned, declares that it has carefully examined the Scope of Services, the Design and Construction CAFT Facility RFP, and all other documents referred to or mentioned in the Agreement and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Agreement attached, to complete the Work titled "Design and Construction CAFT Facility", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

	Phase I –Design Development Documents and Budget Development	Days to Complete
A	Cost \$	

	Phase II - Draft DB Construction Documents - CAFT Facility Design	Days to Complete
B	Cost \$	

	Phase III – Complete Stamped and Signed DB Construction Documents	Days to Complete
C	Cost \$	

	Phase IV –Construction Cost	Days to Complete
D	Cost \$	

	Phase V – Project Closeout	Days to Complete
E	Cost \$	

Total Cost for Design Items A+B+C \$ _____

Estimated Construction Cost Item D+E \$ _____

Date

Phone

(Sign here)

E-mail

(Print Name)

Scope of Services Requested

Overview

Background

The original Combined Area Fire Training (CAFT) Facility was a temporary structure that was demolished in 2016. The members of CAFT (Buffalo Grove, Deerfield, Lincolnshire-Riverwoods, Long Grove and Wheeling) seek to construct a permanent training facility.

Location

This project is located at 851 Krause Dr. in Buffalo Grove, IL 60089.

Funding Limitations

The Design Build Firm is responsible for providing all design and construction services required for the final total lump-sum firm-fixed amount negotiated with the Design Build Firm. The total contract amount for all design and construction services is estimated to be between \$ 750,000 and \$ 950,000.

Description

Design and construction of roughly 1600 square foot fire training facility inclusive of classroom, offices, kitchenette and bathrooms. Exterior overhang canopy and vehicle storage are to be part of the design and construction but shall be priced and expensed separately.

Architectural/Engineering Services to be provided by Awarded Firm.

The awarded firm shall appoint a person to act as a primary contact with the Village. The person, or their back up, shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and conditions of the resulting contract.

The architectural, engineering, construction team selected for this project must provide all services necessary to meet the goals and objectives of this project. It is the intent of the Village of Buffalo Grove that this will be a “turnkey” project to deliver a new CAFT facility within an approved budget and on time.

Schedule

Design Development Documents are tied to award of the project and not Notice to Proceed. Work is to commence within 15 calendar days after award. Any and all exceptions to the schedule must be noted in your RFP response.

The work in this RFP shall be completed in accordance with the following schedule:

DB Design Development Documents – Phase I:

DB Design Development Documents submitted no later than _____ calendar days after award.

CAFT Chief Review completed no later than _____ calendar days after submission of DB Design Development Documents.

100% Draft DB Construction Documents – Phase II:

Work on Construction Documents shall continue during the Design Development Documents review

and once Design Development review comments are received they shall be addressed and incorporated in the Construction Documents.

100% Draft DB Construction Documents and written responses to the CAFT Chief Review DB Design Development Document Review Comments submitted no later than _____ calendar days after submission of DB Design Development Documents.

CAFT Chief Review and Building Inspection plan review completed no later than _____ calendar days after receipt of 100% Draft DB Construction Documents.

Complete Stamped and Signed DB Construction Documents – Phase III:

Complete Stamped and Signed DB Construction Documents and written responses to the CAFT Chief Review 100% Draft DB Construction Document review comments submitted no later than _____ calendar days after receipt of CAFT Chief Review 100% Draft DB Construction Document review comments.

Construction – Phase IV:

Construction completed (substantial completion and occupancy) no later than 220 calendar days after award of the contract.

Project Closeout – Phase V:

As- Constructed Drawings provided, Punch List completion, and Final Waivers provided no later than 21 calendar days after Project Completion.

All DB Design Development, DB Construction Documents and As-Constructed Drawings shall be submitted to the CAFT Project Manager.

Phase I – Design Development Documents and Budget Development

Meet with CAFT Fire Chiefs or designated representatives to discuss the materials provided by the Village of Buffalo Grove and the concepts for facility layout and design. It is anticipated that this will require a minimum of two (2) meetings.

Review and evaluate, in detail, all information available for the site. The review and project development should include examining all applicable codes, regulations and agreements that may affect the layout and construction of the new CAFT Facility. The preliminary design for the CAFT Facility must include a preliminary project budget so that Village of Buffalo Grove staff may also review the cost implications of the proposed design and its various components.

Meet with CAFT Fire Chiefs to discuss and review the preliminary design, budget, cost containment options, etc. for the new facility. Advise the CAFT Fire Chiefs, in writing, of any suggestions for more efficient, cost effective construction methods.

Present the completed preliminary facility design and budget to the CAFT Fire Chiefs, Village of Buffalo Grove Plan Commission, and the Village of Buffalo Grove Village Board for review and approval. Amendments to the design(s) will be made following input and/or direction given by both the Village of Buffalo Grove Plan Commission and/or the Village of Buffalo Grove Village Board. It is anticipated that this will require a minimum of four (4) meetings.

Phase I – Expected deliverables Preliminary Plans and Estimated Maximum Price

Phase II - Draft DB Construction Documents - CAFT Facility Design

Provide all required architectural, structural, mechanical, electrical, plumbing, electronic, fire and security system, and civil engineering design expertise and services to prepare a detailed facility design for the new facility that addresses all aspects of the project.

Meet with CAFT Fire Chiefs or designated representatives to establish the process for conducting the overall site and final building design phase for the new CAFT facility, including anticipated project schedule for intermediate review and feedback. The deliverables from the final design process will be detailed engineering and construction drawings and specifications acceptable to the CAFT Fire Chiefs and the Village of Buffalo Grove. It is anticipated that this will require a minimum of two (2) meetings.

Required Features of CAFT Facility

- a) Classroom area consisting of approximately 1000 square feet
- b) Three offices total of approximately 240 total square feet
- c) Two unisex toilets with sinks, one with separate shower stall
- d) Kitchenette of approximately 35 square feet
- e) Storage area for classroom supplies/equipment of approximately 140 square feet
- f) Outside canopy covered area connected to building of approximately 400 square feet (expensed separately)
- g) Mechanical room of approximately 180 square feet
- h) Fire department vehicle storage of approximately 800 square feet (expensed separately)

Construction Plans & Specifications

The selection and specification of all needed equipment, fixtures and construction materials needed for building and associated site improvements.

The specification of footing, foundation, walls (interior and exterior), structures, floors, access points, roofing, fire and security systems, heating, ventilation, and air conditioning (HVAC) systems, pavement, sidewalks, utilities (water, sewer, storm, electrical, natural gas, emergency backup power, etc.)

The specification of all electrical/electronic equipment and related software needed for but not limited to fire and security systems, access control, communications, computer networks (including hardwired and wireless) and heating, ventilation, and air conditioning (HVAC) control systems.

Produce detailed construction drawings and performance specifications for the new CAFT facility's final design. This shall include a minimum of two (2) intermediate sets for submission to Village of Buffalo Grove staff for review at the 60 percent design completion point and the 90 percent design completion point.

Finalize the detailed site engineering and building design for the new CAFT facility based upon input from Village of Buffalo Grove staff.

Phase II – Expected deliverables 100% Draft Plans and Revised Estimated Maximum Price

Phase III – Complete Stamped and Signed DB Construction Documents

Prepare final construction drawings, specifications, and documents for the new CAFT facility including but not limited to the following items.

The selection and specification of all needed wall coverings, floor coverings, cabinetry, furniture, fixtures, hardware, and mechanical equipment.

The specification of all vegetation, plantings, pavement, sidewalks and other related exterior improvements needed for each site. All landscaping shall be designed to maximize aesthetic appearance of CAFT Site, as well as to maximize energy efficiency, as well as storm water management.

The firm shall produce final plans and specifications that have incorporated all prior input, design and approvals. A Guaranteed Maximum Price (GMP) and date of final completion for the construction of the new CAFT facility will then be submitted to the CAFT Fire Chiefs and the Village of Buffalo Grove for approval.

Phase III – Expected deliverables Construction Plans and GMP

Phase IV – Building Construction and Construction Management

Meet with Village of Buffalo Grove staff to establish the process for conducting the construction phase. It is anticipated that this will require a minimum of two (2) meetings.

Verify that all design documents have been submitted for needed permits; including but not limited to Village of Buffalo Grove Engineering and Building permits, Lake County Sanitary District, Lake County Storm Water Management, Army Corp of Engineering/Federal Emergency Management Agency (FEMA), Illinois Environmental Protection Agency (IEPA), Federal Aviation Administration (FAA), Illinois Department of Transportation (IDOT) – Division of Aeronautics, etc. No work on the site shall commence without possession of all necessary Federal, State, and/or Local permits and approvals.

Verify that all subcontractors are properly licensed and insured (ex. liability, workers compensation, vehicle, etc.).

Oversee the work of all subcontractors and manage the project schedule to final completion. Provide consistent and timely on-site inspections as required to ensure the highest work quality, as well as design and specification compliance. Conduct weekly progress meetings. Maintain minutes of these meeting and Provide CAFT Chiefs with weekly updates.

Actively coordinate the work and scheduling of each individual subcontractor. Maintain a daily detailed project record of conflicts, work completed, and site decisions made. Resolve conflicts between the various trades in a timely manner. Actively manage all subcontractors, in order to maintain the project within the approved budget and approved construction timeframe.

Visit the site to review the progress and quality of work in accordance with the design drawings and performance specifications. Initiate action to correct deficiencies in a timely manner.

Advise the Village of Buffalo Grove, in writing, of any suggestions for more efficient, cost effective construction methods.

Prepare change orders for the Village of Buffalo Grove's review, approval, and execution. Provide detailed justifications regarding the purpose and cause of each submitted change order. All change orders must be submitted to the Village of Buffalo Grove, in writing, for approval prior to any work relating to the change order proceeding.

Verify receipt of lien waivers and certified payroll from each subcontractor. Provide to Village of Buffalo Grove with payment requests.

Phase IV – Expected deliverables – Project substantial completion and occupancy.

Phase V - Project Closeout:

Three copies of as-built drawings provided, OEM documents, warranties, punch list completion, and final waivers provided to the Village

All DB Design Development, DB Construction Documents and As-Constructed Drawings shall be submitted to the CAFT Project Manager.

Phase V – Expected deliverables – Project completion and acceptance.

RESPONSE REQUIREMENTS

Responses will be evaluated based on the quality and completeness of the information provided. The criteria listed below will be used in the evaluation of the written responses. Concise presentation of the requested information should be anticipated to be evaluated more favorably than unnecessarily detailed descriptions.

Advertising and promotional material are not an acceptable submission, either alone or accompanying the required response. Font size should be no smaller than 10 point. All pages in the response should be numbered sequentially. Proposers must also include a table of contents which indicates the section and page numbers corresponding to the information included. Pages are to be no larger than 8.5" x 11" in size, unless noted otherwise.

Submittals are to be limited to twenty five pages of written material.

Please format the response with the following sections. Include all information requested. The Village prefers responses to be concise and easy to understand. Do not include unnecessary or extraneous information. Use the same sections and numbers that designate to the response requirements below to designate the associated response. Organize the response in the same order as organized in the following sections.

Section I – Introduction to Design-Build Firm

1. The Introduction to Design-Build Firm must include a brief overview of the key elements of your response. Please highlight any features or areas that differentiate your services from competitors and any specializations in solutions for local governments. Briefly summarize the Team's background and any distinguishing qualities or capabilities that uniquely qualify the Team for this project. Other items to include in this section are location of office(s), staff size and history of organization.

Section II –Services

1. Use examples to demonstrate the Design-Build Firm 's experience constructing similar projects
 - i. Service profile, a listing and brief description of all services provided by the Design-Build Firm.
 - ii. Examples of Value Engineering provided on similar projects
 - iii. Description of other services not listed in the scope of work and how those services may benefit the Village.

2. Approach to Service Delivery

Address each of the Phases listed in the Scope of Services, describe your approach and plan on how your firm will accomplish he requested work. Include the number of calendar days proposed to complete Phase I through Phase III. Clearly list any exceptions or concerns your firm has with the requested services or timeline.

3. Conceptual sketches and descriptions of proposed CAFT Facility pages can be 11" x 17" (no more than three designs)

Section III – Qualifications

1. The Design-Build Firm must be a licensed General Contractor to perform the required duties. The Design-Build Firm must be licensed in the State of Illinois and the Village of Buffalo Grove.
2. All Architect-Engineer (A-E) Services required in this RFP shall be performed by licensed Architects and Engineers registered in the State of Illinois.
3. Demonstrate special expertise, qualifications, and experience, via similar projects completed by the Firm The Design-Build Firm shall demonstrate experience as the contractor/consultant of record, for engineering/design services, site work and facilities construction, on at least two similar projects over \$750,000.00 in construction costs within the past five (5) years.
4. A guaranteed maximum price (GMP) will be required prior to completion of final contract documents. Describe your firm’s capabilities to perform this service.
5. Outline your pre-construction services and your approach and overall philosophy of working on a design-build project. Describe how the designer and contractor will work together on this project. Also, describe past experience working with your design partner in traditional, CM or design-builder delivery methods. Discuss the relationship that the Owner will have with the architect and how the architect will be an advocate for the Owner. Discuss the anticipated intervals/interaction amongst design team members during construction. Discuss methodology proving qualified sub-contractors. Identify the intervals at which stages budgets will be prepared. Include a sample of the firm’s estimate.

Submittals which do not clearly demonstrate these qualifications will not be considered.

Section IV – Resumes and Organization

1. Provide resumes for Key Design-Build Firm personnel, detail personnel specialties or overall Design and Construction experience. The primary client contact/proposed Project Manager shall be clearly identified. Specifically describe the role each person will play in this project, and the percentage of their time which will be dedicated to this project.
2. Provide a team organization chart outlining team members, roles and responsibilities
3. Identify portions of the design service, if any, that your firm will subcontract (one [1] page)
 - i. History of the subcontracting Design-Build Firm (one [1] page)
 - ii. Resumes of key subcontracted personnel to be assigned to the Village (max one [1] page per person)

Section V – References

1. Please provide three (3) to five (5) recent and relevant references for the Village of Buffalo Grove to potentially contact about your service profile. (one [1] page)

Section VI – Forms and Accompanying Documents

1. Profile and Qualifications Form located on pages 15-16.
2. Public Contract Statements(must be signed, notarized and submitted) on page 5
3. List of current affiliations, accreditations or awards that indicate a high level of service is provided to clients of the firm. (one [1] page)
4. As part of your response, please provide a draft agreement that at a minimum includes the terms set forth in Appendix A.

Section VII – Disclosures

1. Financial disclosure, basic statement of assets and liabilities showing financial condition. (one [1] page)
2. Copy of current professional liability or errors and omissions certificate of insurance. (one [1] page)
3. Prior, pending litigation or ongoing binding arbitration with a client within last five (5) years where firm is specifically named in the case. (one [1] page)
4. Any matters in the last five (5) years where a claim on the firm's bond or letter of credit has been made.

SUBMISSION OF WRITTEN RESPONSES

Design-Build Firms interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of the Village and will not be returned to the Design-Build Firms. All costs associated with submission preparation will be borne by the submitter.

PROFILE AND QUALIFICATIONS FORM

Each Design-Build Firm is required to fully answer all questions in each category listed below

All questions must be addressed by the Design-Build Firm in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the Village as grounds to find the Design-Build Firm ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name _____

Business Address _____

Village _____ State _____

County _____ Zip Code _____

2. Names and Titles of Two Contact People

A) _____

Phone (_____) _____ Email _____

B) _____

Phone (_____) _____ Email _____

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Division (attach separate list if more than one is to be included)

Subsidiary

Branch Office

Name of Entity: _____

Address: _____

4. Type of Firm:

- Corporation
- Partnership
- Sole Ownership
- Joint Venture
- Other ____

5. Federal Employer Identification Number _____

6. Year Firm was established _____

7. Name and Address of Parent Company: (if applicable) _____

8. Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the Response Packet as part of your submittal.

Date _____

(Sign here) By _____

(Print Name) _____

Title _____

E-mail _____

RESPONSE REVIEW AND SELECTION

The Village will establish a Project Evaluation Team to review and evaluate the written responses to this RFP in accordance with the evaluation criteria identified in the following section. The Project Evaluation Team will check client references, which will also be evaluated. The Village reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the Village to do so.

Design-Build Firm Ranking

Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist Design-Build Firms. If the Evaluation Team deems it necessary, finalists will be invited to provide presentations and to respond to questions from staff. Contract negotiations will proceed with the top-ranked firm.

Evaluation Breakdown

All responses will be ranked in four categories: Services, Qualifications and Experience, References and Resumes, Affiliations and Accreditations. Each category will then be weighted as shown below.

Any response that substantially fails to meet the requirements set forth in the Instructions to Design-Build Firms or the Response Requirements may not pass on to the point value evaluation step.

- Services – 25%
- Qualifications and Experience– 25%
- References and Resumes – 10%
- Affiliations, Awards and Accreditations – 5%

Once all submittals have been reviewed, the Schedule of Prices will be opened. The final category Cost will be taken in consideration in order to complete the selection process.

- Cost – 35%

All consultants are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which consultants are capable of offering to the Village.

Development of an Agreement

The Village intends to negotiate an agreement for Design and Construction CAFT Facility. If an acceptable agreement cannot be negotiated within an acceptable time period from the date of Design-Build Firm selection, negotiations with the next-ranked Design-Build Firm may be initiated. The Village intends to generally include the (terms set forth in Appendix A) for the CAFT Facility. Note any exceptions to the language in the Appendix A in your RFP response. As part of your response, please provide a draft agreement that at a minimum includes the terms set forth in Appendix A.

RFP Schedule

Task	Timeline
Issue RFP	December 12, 2018
Questions due	January 9, 2019
Proposals due	January 25, 2019
Evaluation Committee Meets	Mid-February
Interviews with qualified consultants*	February 25-26, 2019
Selection of finalist*	February 28, 2019
Award of Agreement *	March 4, 2019

*The schedule may be modified by the Village if it is deemed to be in the best interests of the Village.

APPENDIX A.
VILLAGE OF BUFFALO GROVE
DESIGN AND CONSTRUCTION CAFT FACILITY AGREEMENT

Design and Construction CAFT Facility Agreement (the “**Agreement**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and _____ a (hereinafter the “**Contractor**”) on this ____ day of _____, 2019 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Agreement with the Village and the Village wishes to enter into this Agreement with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Agreement **Exhibit A** (the “**Work**”) which is incorporated into the Agreement by this reference.

ARTICLE II - AGREEMENT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Agreement Exhibit A – Description of the Work

Agreement Exhibit B – Schedule of Prices

Agreement Exhibit C – Payment and Performance Bonds

Agreement Exhibit D – Partial Lien Waiver

Agreement Exhibit E – Final Lien Waiver

If any term or provision of this Agreement shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - AGREEMENT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Agreement as detailed in **Agreement Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Agreement, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Agreement Exhibit D** and **Agreement Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Agreement must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Agreement are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Agreement. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – AGREEMENT TIME

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the CAFT Project Manager, provided that acceptance by the CAFT Project Manager shall not be unreasonably delayed, on or before Tuesday, October 10, 2019.

If the Contractor shall fail to complete the work within the Agreement Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Seven Hundred Fifty dollars (\$750) per calendar day for each day past the Agreement Time until final acceptance by the Village.

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.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Agreement Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the CAFT Project Manager or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the CAFT Project Manager or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Agreement and the Work.

ARTICLE IX – INSURANCE

A. LIMITS OF INSURANCE – For the entire duration of this Agreement, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Work as follows:

1. **Commercial General Liability Insurance** – The Contractor shall maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the followings: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Board Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; and (F) Per contract aggregate. All general liability coverage shall be provided on an occurrence policy form, claims-made general liability policies will not be accepted.
2. **Motor Vehicle Liability Insurance** – The Contractor shall maintain motor vehicle liability insurance with limits of liability of not less than \$3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
3. **Workers Compensation** – The Contractor shall maintain workers compensation insurance as required by the Labor Code up to the statutory limits and employer’s liability limits of \$500,000 per accident.
4. **Builders Risk Property Coverage** – The Contractor shall maintain builders risk property coverage insurance in an amount equal to the sum of payments under Article III owed to the Contractor.

ARTICLE IX – INSURANCE (cont.)

B. REQUIREMENTS FOR ALL INSURANCE – All insurance required under this Article IX shall be placed with an insurance carrier licensed and admitted to do business in the State of Illinois with an A.M. Best Ratings of at least A- and size of VII. Further, all insurance required under this Article IX shall name the Village, its elected and appointed officials, agents, employees and volunteers as an additional insured and shall contain a Severability of Interests/Cross Liability clause stating that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

D. PRIMARY COVERAGE AND NO CONTRIBUTION – All insurance provided by the Contractor under this Article IX shall be primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it. 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.

E. INDEMNIFICATION AND KOTECKI CAP WAIVER – To the fullest extent permitted by law the Contractor shall indemnify, defend and hold the Village, and its elected and appointed officers, directors, members, employees, agents, and representatives, harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, arising out of the acts, omission or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable. The Contractor shall have no duty to indemnify the Village hereunder against claims arising as a result of the Village's sole negligence. To the maximum extent permitted by law, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

F. INSURANCE OF SUBCONTRACTORS – The Village reserves the right to require all major subcontractors, as determined by the Village in its sole discretion, to carry the same insurance outlined in this Article IX. All contracts with any subcontractor must include a provision that the subcontractor waive its Kotecki Cap limits.

G. CANCELLATION CLAUSE WITHIN INSURANCE – All insurance required under this Article IX will provide that the Village receive at least thirty (30) calendar days notice prior to any modification, cancellation, suspension or expiration of the policy.

ARTICLE IX – INSURANCE (cont.)

H. CERTIFICATES OF INSURANCE – The Contractor, and any applicable subcontractor, must provide to the Village certificates of insurance providing for all the insurance required by this Article IX *prior* to the Contractor, and any applicable subcontractor, performing any of the Work. Notwithstanding, the Village reserves the right to request fully certified copies of all insurance policies and endorsements. 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 or CG 2026.

I. RETENTION OF PAYMENTS – The Contractor and the Village agree that the Village may withhold payments due to the Contractor by virtue of this Agreement if, in the Village’s sole discretion, such amounts are necessary to protect the Village from any loss from any claim, suit, loss, or judgment until such claim, suit, loss, or judgment has been settled or discharged to the satisfaction of the Village.

J. PROFESSIONAL LIABILITY

1. Professional liability insurance with limits not less than \$1,000,000 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 Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Agreement and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Agreement for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
ATTN: CAFT Project Manager
Cc: brobinson@vbg.org
Cc: pbrankin@schainbanks.com

IF TO THE CONTRACTOR: _____

ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The CAFT Project Manager shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The CAFT Project Manager shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the CAFT Project Manager . The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the CAFT Project Manager , and any instructions given to such superintendant or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the CAFT Project Manager , any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the CAFT Project Manager . No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the CAFT Project Manager or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the CAFT Project Manager or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the CAFT Project Manager or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the CAFT Project Manager or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the CAFT Project Manager by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Agreement to any person, firm or corporation without written consent of the CAFT Project Manager or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Agreement:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Agreement;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Agreement; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Agreement.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Agreement.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Agreement is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXIV – COMPLIANCE WITH LAWS (cont.)

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Agreement and each subcontractor shall submit monthly with their application for payment a certified payroll along with a signed statement attesting that: (i) such payroll is true and accurate; (ii) the hourly rate paid to each worker is at least equal to the prevailing wage for such work; and (iii) the Contractor or subcontractor is aware that filing a falsely certified payroll is a Class B Misdemeanor. Any delay in processing the payments due to a lack of certified payroll shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business day's Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

Current rates can be located on the Illinois Department of Labor website.

<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Agreement shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Agreement.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Agreement is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Agreement may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Agreement, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Agreement, or a memorandum thereof, they shall immediately file a release of the same.

ARTICLE XXVII – MISCELLANEOUS (cont.)

- C. COUNTERPARTS** – This Agreement may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Agreement.
- E. NO THIRD PARTY BENEFICIARIES** – This Agreement does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Agreement shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Agreement supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Agreement is adjudicated invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Beverly Sussman
Title: Village President

By: _____
Name: _____
Title: _____

AGREEMENT EXHIBIT A

[Description of the Work]

AGREEMENT EXHIBIT B

[Schedule of Prices]

AGREEMENT EXHIBIT C
FORM OF PERFORMANCE and PAYMENT BONDS

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the "**Principal**") and _____ (the "**Surety**"), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the "**Village**"), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Design and Build CAFT Facility agreement between Principal and the Village dated ___ day of _____, 20__, (hereinafter referred to as the "**Agreement**"), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Agreement; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Agreement; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ___ day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Agreement.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

AGREEMENT EXHIBIT D

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.
 THE undersigned, for and in consideration of _____
 (\$ _____

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
 ADDRESS _____
 SIGNATURE AND TITLE _____

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT**

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
 (COMPANY NAME) _____ WHO IS THE
 CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
 LOCATED AT _____
 OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____
 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

 NOTARY PUBLIC

AGREEMENT EXHIBIT E

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
ADDRESS _____
SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses
of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub
contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to
become due to each, and that the items mentioned include all labor and material required to complete said work according to
plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC