

ORDINANCE 2020 - 021

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH BLA, 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 an Engineering Agreement with BLA, Inc. for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022,

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 BLA, Inc. for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022 at a price not to exceed \$497,534.18.

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: 6 - Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYES: 0 - None

ABSENT: 0 - None

PASSED: February 18, 2020

APPROVED: February 18, 2020


Beverly Sussman, Village President

ATTEST:



Janet M. Sirabian, Village Clerk

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the 18th day of February, 2020 ("**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 design and construction engineering services and to perform the work in connection with the project identified below:

("Firm Name"): BLA, Inc.
Address: 333 Pierce Road, Suite 200
Attn: Dan Bruckelmeyer, President
Phone 630-438-6400
Email: dbruckelmeyer@bla-inc.com

B. **Project Description.** The Firm shall provide design and construction 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 less.

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.

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

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. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Firm shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 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 permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

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

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

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

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

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.
- N. Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email: dbragg@vbg.org
cc:

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

("Firm") BLA, Inc.
Address 333 Pierce Road, Suite 200
Attn: Dan Bruckelmeyer
Email: dbruckelmeyer@bla-inc.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. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: 
Dane Bragg, Village Manager

Date: 02-20-2020

Firm BLA, INC.

By: 

Title: PRESIDENT/CEO

Date: 2/6/20

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

Proposal documents



February 6, 2020

Mr. Kyle Johnson, P.E., CFM
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

Re: 3-Year Roadway Improvement Program
(Apple Hill/Tenerife, Rolling Hills, Vintage at BG, Candlewood Creek)
Phase II Design Engineering & Phase III Construction Inspection

Dear Mr. Johnson:

We at BLA, INC. appreciate the opportunity to provide this professional engineering services proposal for a portion of the Village's 3-year Roadway Improvement Program. BLA, proposed to provide Phase II engineering and Phase III Construction Inspection for the years 2020-2022 on the improvements to the following subdivisions:

Apple Hill / Tenerife, Rolling Hills, Vintage at Buffalo Grove, and Candlewood Creek

The improvements involve both resurfacing and reconstruction, varying based on the subdivision and as identified in the Village of Buffalo Grove's Capitol Improvement Project Map. Below is a description of the improvement and anticipated scope of work per year and location.

PROJECT DESCRIPTION

Apple Hill / Tenerife Resurfacing (yr. 2020)

The Apple Hill / Tenerife subdivision is located south of Half Day Road, east of Buffalo Grove Road and is across from Stevenson High School. The subdivision consists of a combination of single-family homes and townhomes. The proposed improvements include roadway resurfacing, spot removal / replacement of combination curb and gutter, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The roadway pavement shall be removed to expose the base course. The thickness of the aggregate base course is to be modified to allow for a constant 4.5" thick hot-mix asphalt roadway pavement section. The approximate length of the improvement is a combined 9,300 feet and construction shall occur while Stevenson High School is out of session.

Rolling Hills and Vintage at Buffalo Grove Resurfacing (yr. 2021)

The improvements for the year 2021 consist of two subdivisions. The first is Rolling Hills located north of Aptakisic Road west of Buffalo Grove Road. The second is Vintage at Buffalo Grove which is located north of Old Checker Road and west of Buffalo Grove Road. Both subdivisions consist of single-family homes. The proposed improvement of Rolling Hills includes roadway resurfacing, spot removal / replacement of combination curb and gutter, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The roadway pavement shall be removed to expose the base course. the thickness of the aggregate base course is to be modified to allow for a



constant 4.5” thick hot-mix asphalt roadway pavement section. The approximate length of the improvement within this subdivision is a combined 8,900 feet. It is anticipated that Vintage at Buffalo Grove subdivision will follow the resurfacing methods as well, however this will be verified after a review of the pavement cores (performed by the Village). Also included is spot removal / replacement of combination curb and gutter, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The total roadway improvements for this neighborhood are approximately 4,300 feet. The improvements of Rolling Hills and Vintage at Buffalo Grove are to be completed in the same year however shall be identified in the contract documents that they shall not occur concurrently.

Candlewood Creek (yr. 2022)

The Candlewood Creek subdivision is located north of Pauline Avenue and east of N. Weiland Road. The subdivision consists of single-family homes. The proposed improvements include roadway reconstruction of 2,400 feet, complete curb removal and replacement, isolated drainage corrections, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The roadway pavement and base shall be removed and the typical section built meeting Village current standards. Also included is the roadway resurface of Pauline Avenue from Florence Avenue west to N. Weiland Road. In the resurfacing location, the roadway pavement shall be removed to expose the base course. The thickness of the aggregate base course is to be modified to allow for a constant 4.5” thick hot-mix asphalt roadway pavement section. The approximate length of the resurfacing is 2,600 feet. ADA improvements are anticipated along the resurfacing as well.

PROJECT SCOPE

Task 1 – Data Collection and Review: BLA will contact the JULIE One-Call system to obtain existing utility atlases for private “dry” facilities (gas main, telephone, cable, fiber optic, overhead/underground electric, etc.) in the area. Those utilities which do not have an auto-respond system shall be contacted by mail or via email to obtain the necessary atlases. BLA will also obtain zoning maps, school and park district maps, bikeway maps, and existing plans if available. Included under this task are site visits to verify the topographic survey, field reconnaissance and observations, and obtain existing photographs to prepare a log of existing conditions.

BLA is teaming with Compass Surveying to obtain a partial topographic survey. The topographic survey will be conducted only at intersection corners and mid-block crossings in order for each curb ramp to be spot-graded by design engineers and detailed in the plans with all cross-slopes determined and exact length of sidewalk to be removal and replacements detailed and quantified. This offers the Village protection from quantity overruns from underestimating sidewalk removal to implement ADA-compliant ramps.

BLA’s subconsultant will establish horizontal and vertical controls utilizing a combination of state plane coordinates and conventional survey techniques. Site benchmarks will be set for topographic survey and future construction work.



BLA will draft and complete the remaining survey (outside of the sidewalk corners) in order to establish project quantities. This portion of the existing conditions will be field measured during site visits and visual observations along with scaled aerial maps in order to establish project quantities.

[CANDLEWOOD CREEK ONLY] Compass Surveying will obtain a full topographic survey. A full topographic survey will be completed for all above ground and below ground features. The topographic survey will be from right of way to right of way and include but not limited to pavement cross sectional elevations, driveway aprons, sidewalks, trees, visible above-ground “dry” utilities (electric, telephone, etc.), and detailed measure downs of public facilities (sanitary, water, storm) along with top of casting elevations (rim grade, flange elevations, etc.).

Task 2 – Plan Preparation / Contract Documents:

Upon reviewing the location, type of work, and need for specific details throughout the roadway improvement, BLA will prepare both engineering plans and contract documents. The plan set will allow for the accurate and detail depiction of the necessary curb repairs, sidewalk mid-block repairs, detailed ADA sidewalk ramps, transitions and locations of varying depths of base in order to provide the constant hot-mix asphalt thickness, and to illustrate locations of quantities.

BLA will prepare the engineering plan set to accompany the contract documents. The plan set will consist of the following sheets:

- | | |
|--|--|
| → <i>Title Sheet with Location Map</i> | → <i>Roadway Removal / Proposed Roadway Improvement (Reconstruction)</i>
<i>[CANDLEWOOD CREEK ONLY]</i> |
| → <i>Gen. Notes, Standard & Index</i> | → <i>Maintenance of Traffic</i>
<i>[CANDLEWOOD CREEK ONLY]</i> |
| → <i>Existing & Proposed Typical Sections</i> | → <i>ADA Ramp Improvement Plan</i> |
| → <i>Alignment, Ties and Benchmarks</i> | → <i>Village, State, District One Details, Project Specific Detail</i> |
| → <i>Summary of Quantities</i> | |
| → <i>Schedule of Quantities</i> | |
| → <i>Roadway Removal / Proposed Roadway Improvements (Resurface)</i> | |

BLA will prepare detailed contract documents and project specifications. The documents will include all applicable Village and IDOT specifications, check sheets, and front-end documents required to facilitate a local letting. Format, content, and order of the specification documents will be as per the Village requirements.

Detailed estimates of cost will be prepared and provided at the preliminary, prefinal, and final submittals. The forms will be prepared and updated per each submittal and utilize recent unit price results.

- ✓ Submittals include preliminary (60%) prefinal (90%) and final (100%) plans at 11”x17”, 22”x34” or a combination thereof; specifications will be provided at the preliminary, prefinal and final milestone stages as well.



- ✓ BLA will meet with Village staff, as required, to discuss review comments for each submittal
- ✓ A CD/DVD/Flash Drive containing all project design files, PDFs and backup calculations for contract quantities will be provided to Village staff
- ✓ Final plan submittal will be signed and sealed by a Registered Professional Engineer in the State of Illinois

Task 3 – Agency Involvement & Meetings: BLA anticipates up to three (3) meetings between the Village and BLA. These meetings are anticipated after each milestone submittal; preliminary, pre-final, and final or as the Village sees fit. In addition, BLA anticipates one (1) outside agency meeting. This meet may be with the school district, park district, County, or other Consultants working near the project. Each meeting will be prepared for with the necessary exhibits and agendas. Meeting minute summary will be developed after each meeting.

Task 4 – Utility Coordination: In addition to obtaining atlases from the JULIE One-Call System, BLA will submit preliminary, prefinal and final plans to all utility companies with utilities located within the project limits. A potential conflict analysis will be performed and documented to accompany the plans. If relocation or adjustment is necessary, the relocation of the utilities will be checked and verified with roadway and ADA ramp improvements. If conflict resolution is required, the utility permit plans will be reviewed and verified for acceptance against all existing and proposed facilities.

Task 5 – QA/QC & Administration Management: BLA will continuously perform QC/QA evaluation throughout the project; the detailed QC/QA will be emphasized at the time of the three-milestone submittals. Review by the design team as well as the construction team for constructability and completeness will occur. This effort includes QC/QA oversight and management of the sub-consultant's tasks. This task will also consist of project startup, scope of work reviews, scheduling, budget control, and contract administration for the project as well as the ensuring the plans and documents conform to Village requirements.

Task 6 – Bidding Assistance: The BLA design team will assist the Village in the bidding process by attending the bid opening, compiling and tabulation of the bid tabs, and providing a recommendation letter to the Village. Also included is the assistance of providing responses or addendums from any Request for Information inquiries arise from the plan holders during the bidding process.

Phase III Construction Inspection (yr. 2020 - yr. 2022)

Upon completion of each design, BLA will provide Phase III engineering services. This will allow seamless transition into construction as time is a factor. Our construction team has the experience necessary for this exact type of project which will result in the successful completion of this portion of the 3-year roadway improvement program. The following is a scope of work with will be performed on each of the projects:



Preconstruction Meetings: BLA will organize and facilitate preconstruction meetings which will give the contractors, inspection staff and Village staff the opportunity to review ground rules and establish lines of communication. These meetings often help resolve issues before they arise and can serve to head off potential conflicts by establishing the “rules of the road” early.

Public Communications: BLA will serve as the Village’s on-site point of contact with residents, commuters and institutions. BLA is always available to attend public meetings and assist with the descriptions of work areas or contractor activities. As part of the work, BLA will prepare and print materials for distribution. Those materials will be our first contact with the public; they will not only describe the process, but will help set expectations. These printed materials will also provide contact information.

Emergency Agency and Medical Coordination: BLA recognizes projects have to be accessible to emergency responders at all times. BLA will coordinate closures and detours with those service providers as work proceeds. BLA is also aware that many residents have special needs for medical deliveries, home health care services or regular appointments for office visits. As we meet residents along the project, we will ask questions and locate addresses with those special needs.

Progress Schedules: Contractor schedules reflect the most efficient and cost-effective method to preserve the contractor’s bottom line; however, that may not be the best way to satisfy the Village, the residents, institutions or commuters. BLA will review preliminary schedules and make sure the Village’s needs are being met. To that end, BLA will promote language in the contract documents that details the Village’s stance. Our suggestions would be simple - contractors should not close roads for improvement unless their schedules then show constant and diligent work to complete the reconstruction activities.

Progress Meetings: BLA holds regularly scheduled progress meetings to keep stakeholders updated and promote the identification and resolution of roadblocks affecting progress. BLA generates agendas and minutes that detail the decisions made and the schedule for resolution on open items so that issues are tracked until resolved. This process identifies both the individual responsible for the decision and the required date for resolution. Minutes also include logs of open requests for information, submittals and change orders.

Progress Reports: BLA will provide weekly reports to the Village to help monitor progress and locate areas requiring additional effort.

Progress Documentation: BLA follows the standard IDOT procedures for the documentation of construction activities. Staff will maintain diaries, field books and quantity records on IDOT-style forms. Those records will include measurements and track any potential cost changes because of quantity overruns or extra work.

Construction Photography: Digital photos provide an easy way to store and retrieve a visual record of both standard work items and extra work. Photos also serve to document the *before* and *after* condition of properties adjacent to the work areas. BLA will provide the Village with regular photo updates for use on websites or in reports and will provide digital storage of all photos at the end of each season.

Record Drawings: BLA will revise the contract documents to reflect the as-constructed conditions and quantities. Those documents will be delivered as electronic files in the Village’s preferred format.



Change Orders: Both BLA and the Village understand that extra work is part of the construction process. BLA works to monitor changes in quantity to keep the contract in balance and provide contractors with prompt payment for their work. BLA also strives to identify potential added work with enough advance notice to allow for review and approval by the Village before contractors are forced to delay operations.

Material Testing: BLA will coordinate material testing and documentation. As part of this project, it is anticipated that material testing will be performed by the Village’s consultant. Material testing is not part of BLA’s scope; however, we will coordinate the testing.

Requests for Information and Submittal Reviews: BLA strives to return both RFIs and submittals to contractors within five working days. Understanding that contractors often find questions during ongoing operations, BLA uses prudent judgment and rapid escalation practices to explain situations, promote solutions and gather consensus so contractor activities can proceed.

Project Closeout: A timely closeout is critical to minimize the time the project is carried on Village accounts. BLA engineers and technicians strive to quickly and accurately measure items of work, complete changes orders and agree to quantities resulting in quicker closeout and reducing engineering expenses. We strive to... “*ABC. Always Be Closing.*”

Not Included Scope of Work Items

- *Geotechnical – Completed by Village*
- *CCDD: LPC Form and Documentation – Completed by Village*
- *Structural Design – Retaining walls, etc.*
- *Wetland Delineation / Wetland Permitting*
- *Floodplain / Floodway Permitting*
- *Tree Health & Inventory Survey*
- *Environmental Consulting, Environmental Survey Request (ESR) and Permitting*
- *Drainage Analysis and Location Drainage Study*

Any items not specifically included in the above scope of work will be considered extra work to be performed at your direction. Our fees for professional services are listed below:

<i>Principal</i>	<i>\$225.00</i>
<i>Director of Construction Engineering</i>	<i>\$200.00</i>
<i>Director of Structural Engineering</i>	<i>\$180.00</i>
<i>Director of Preliminary Design Services</i>	<i>\$180.00</i>
<i>Director of Environmental Services</i>	<i>\$130.00</i>
<i>Senior Project Manager</i>	<i>\$165.00</i>
<i>Project Manager</i>	<i>\$135.00</i>
<i>Project Engineer</i>	<i>\$90.00</i>
<i>Design Engineer</i>	<i>\$80.00</i>
<i>Structural Engineer</i>	<i>\$85.00</i>
<i>Senior Resident Engineer</i>	<i>\$155.00</i>
<i>Resident Engineer II</i>	<i>\$130.00</i>
<i>Resident Engineer I</i>	<i>\$110.00</i>
<i>Construction Engineer II</i>	<i>\$90.00</i>



<i>Construction Engineer I</i>	\$80.00
<i>Documentation Engineer</i>	\$125.00
<i>Public Outreach Coordinator</i>	\$80.00
<i>Clerical Assistance</i>	\$60.00
<i>Project Surveyor (PLS)</i>	\$125.00
<i>Vehicle (per day)</i>	\$65.00

These rates are based on average hourly rates and invoices will be based on actual rates with a multiplier of 2.5 and are subject to change with annual performance appraisals.

BLA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and responsibility under the Contract for Construction. BLA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Please let us know if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file. Thank you for requesting BLA, INC. to do this work. Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,
BLA, INC.

Dan Bruckelmeyer, P.E.
President/CEO

Matthew Cesario, P.E.
Project Manager

ACCEPTANCE:

VILLAGE OF BUFFALO GROVE

BY: _____

TITLE: _____

DATE: _____



Fee Summary Table

VILLAGE OF BUFFALO GROVE



3 YEAR ROADWAY IMPROVEMENT PROGRAM

Apple Hill / Tenerife Resurfacing (yr 2020)		<i>BLA + Subconsultant Fee</i>
Phase II Design Engineering		\$ 69,650.20
Topographic Survey (Sub-Consultant): ADA Ramps Only		\$ 6,500.00
Phase III Construction Inspection		\$ 70,470.00
Total		\$ 146,620.20
Rolling Hills and Vintage at Buffalo Grove Resurfacing (yr 2021)		<i>BLA + Subconsultant Fee</i>
Phase II Design Engineering		\$ 75,348.70
Topographic Survey (Sub-Consultant): ADA Ramps Only		\$ 7,200.00
Phase III Construction Inspection		\$ 99,347.88
Total		\$ 181,896.58
Candlewood Creek Reconstruction (yr 2022)		<i>BLA + Subconsultant Fee</i>
Phase II Design Engineering		\$ 62,183.20
Topographic Survey (Sub-Consultant): Full Survey		\$ 12,800.00
Phase III Construction Inspection		\$ 94,034.20
Total		\$ 169,017.40
Total Engineering Fee	\$	497,534.18

Note: If Vintage at Buffalo Creek is determined to require reconstruction, the full Survey fee is an additional \$18,500

THE VILLAGE OF BUFFALO GROVE**APPLE HILL / TENERIFE STREET RESURFACING (YR 2020)****PHASE II ENGINEERING DIRECT COSTS**

<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
Preliminary Plans				
<i>Plan Set (22x34)</i>	20	2	\$1.28	\$51.20
<i>Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Utility Coordination Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Contract Documents (8.5x11)</i>	100	4	\$0.05	\$20.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$144.20
Pre-Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$169.00
Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$169.00
Total				\$482.20

THE VILLAGE OF BUFFALO GROVE

APPLE HILL / TENERIFE STREET RESURFACING (YR 2020)

PHASE II ENGINEERING FEE

Total Phase II Engineering Manhours 704

Plan Preparation & QA/QC Hours (Includes Data Collection) 656

Agency Involvement, Utility Coordination, & Bidding Assisatance 48

Preliminary Plans (60%) of total Manhours		Total MH	Rate	Fee
Principal	3%	12	\$ 225.00	\$ 2,659.50
Project Manager	18%	71	\$ 135.00	\$ 9,574.20
Project Engineer	40%	158	\$ 90.00	\$ 14,184.00
Design Engineer	39%	154	\$ 80.00	\$ 12,292.80
		394		\$ 38,710.50

Pre-Final Plans (30%) of total Manhours		Total MH	Rate	Fee
Principal	3%	6	\$ 225.00	\$ 1,323.00
Project Manager	18%	35	\$ 135.00	\$ 4,762.80
Project Engineer	40%	78	\$ 90.00	\$ 7,056.00
Design Engineer	39%	76	\$ 80.00	\$ 6,115.20
		196		\$ 19,257.00

Final Plans (10%) of total Manhours		Total MH	Rate	Fee
Principal	3%	2	\$ 225.00	\$ 445.50
Project Manager	18%	12	\$ 135.00	\$ 1,603.80
Project Engineer	40%	26	\$ 90.00	\$ 2,376.00
Design Engineer	39%	26	\$ 80.00	\$ 2,059.20
		66		\$ 6,484.50

Agency Involvement, Utility Coordination, & Bidding Assisatance		Total MH	Rate	Fee
Principal	3%	1	\$ 225.00	\$ 324.00
Project Manager	18%	9	\$ 135.00	\$ 1,166.40
Project Engineer	40%	19	\$ 90.00	\$ 1,728.00
Design Engineer	39%	19	\$ 80.00	\$ 1,497.60
		48		\$ 4,716.00

Direct Costs (See Attached Sheet) \$482.20

Total Phase II Design Engineering Fee \$ 69,650.20

THE VILLAGE OF BUFFALO GROVE
ROLLING HILLS & VINTAGE RESURFACING (YR 2021)
PHASE II ENGINEERING DIRECT COSTS

<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
Preliminary Plans				
<i>Plan Set (22x34)</i>	20	2	\$1.28	\$51.20
<i>Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Utility Coordination Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Contract Documents (8.5x11)</i>	100	4	\$0.05	\$20.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$144.20
Pre-Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$169.00
Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$169.00
Total				\$482.20

THE VILLAGE OF BUFFALO GROVE
ROLLING HILLS & VINTAGE RESURFACING (YR 2021)
PHASE II ENGINEERING FEE

Total Phase II Engineering Manhours		762		
Plan Preparation & QA/QC Hours (Includes Data Collection)		714		
Agency Involvement, Utility Coordination, & Bidding Assisatance		48		
Preliminary Plans (60%) of total Manhours				
		Total MH	Rate	Fee
Principal	3%	13	\$ 225.00	\$ 2,889.00
Project Manager	18%	77	\$ 135.00	\$ 10,400.40
Project Engineer	40%	171	\$ 90.00	\$ 15,408.00
Design Engineer	39%	167	\$ 80.00	\$ 13,353.60
		428		\$ 42,051.00
Pre-Final Plans (30%) of total Manhours				
		Total MH	Rate	Fee
Principal	3%	6	\$ 225.00	\$ 1,444.50
Project Manager	18%	39	\$ 135.00	\$ 5,200.20
Project Engineer	40%	86	\$ 90.00	\$ 7,704.00
Design Engineer	39%	83	\$ 80.00	\$ 6,676.80
		214		\$ 21,025.50
Final Plans (10%) of total Manhours				
		Total MH	Rate	Fee
Principal	3%	2	\$ 225.00	\$ 486.00
Project Manager	18%	13	\$ 135.00	\$ 1,749.60
Project Engineer	40%	29	\$ 90.00	\$ 2,592.00
Design Engineer	39%	28	\$ 80.00	\$ 2,246.40
		72		\$ 7,074.00
Agency Involvement, Utility Coordination, & Bidding Assisatance				
		Total MH	Rate	Fee
Principal	3%	1	\$ 225.00	\$ 324.00
Project Manager	18%	9	\$ 135.00	\$ 1,166.40
Project Engineer	40%	19	\$ 90.00	\$ 1,728.00
Design Engineer	39%	19	\$ 80.00	\$ 1,497.60
		48		\$ 4,716.00
Direct Costs (See Attached Sheet)				\$482.20
Total Phase II Design Engineering Fee				\$ 75,348.70

THE VILLAGE OF BUFFALO GROVE
CANDLEWOOD CREEK RECONSTRUCTION (YR 2022)
PHASE II ENGINEERING MANHOURS

Task and Description	Number of Sheets	Hours per Sheets	Total Manhours
Task 1 - Data Collection and Review			
<i>Obtain and Review existing GIS Data, Records, Maps, Ex. Plans</i>			16
<i>Review of Village Provided Geotechnical Reports</i>			8
<i>Prepare Photograph Log / Photo Log Site Visit (1): 1 person x 8 hours</i>			8
<i>Topo Survey Verification Visit / Initial Observation Site Visits (2): 2 people x 8 hours x 2 visits</i>			8
<i>Topographic Survey: Full Survey (Refer to Sub-Consultant's scope and fee)</i>			
	Subtotal:		40
Task 2 - Plan Preparation / Contract Documents			
<i>Title Sheet</i>	1	4	4
<i>Typical Sections / Pavement Mix Chart</i>	2	4	8
<i>Alignment, Ties, and Benchmarks</i>	1	4	4
<i>Notes, Index, and Standards</i>	1	4	4
<i>Summary of Quantities</i>	4	16	64
<i>Schedule of Quantities</i>	2	16	32
<i>Removal Plan / Proposed Recon (20 scale: 2400 feet at 600 feet per sht= 4 sht / 1 views)</i>	4	26	104
<i>Removal Plan / Proposed Resurface (20 scale: 2600 feet at 600 feet per sht= 5 sht / 2 views)</i>	3	16	48
<i>Maintenance of Traffic</i>	8	8	64
<i>ADA Plan (18 ramps (+/-) @ 6 hours per detail = 108 (Includes walks along Paulina)</i>			108
<i>District One Details / IDOT Highway Standards</i>	3	2	6
<i>Consultant / Village Details</i>	3	2	6
<i>Specifications & Special Provisions</i>			40
<i>Estimate of Cost</i>			24
	Subtotal:		516
Task 3 - Agency Involvement & Meetings			
<i>Consultant & Village Meetings (3 meeting x 2 attendees x 4 hours)</i>			24
<i>Outside Agency Coordination: Consultants, County, Park District, etc (1 meetings x 2 attendees x 4 hours)</i>			8
	Subtotal:		32
Task 4 - Utility Coordination			
<i>Utility Conflict Analysis, Permit Plan Review, Tracking, Milestone Submittals</i>			8
	Subtotal:		8
Task 5 - QA/QC & Administration Management			
<i>Internal QA/QC, scheduling, budget control, contract admin (4%)</i>			24
	Subtotal:		24
Task 6 - Bidding Assistance			
<i>Compile Bid Tabs, attend pre-con meeting, shop drawing review, RFI</i>			8
	Subtotal:		8
Total			628

**THE VILLAGE OF BUFFALO GROVE
 CANDLEWOOD CREEK RECONSTRUCTION (YR 2022)
 PHASE II ENGINEERING DIRECT COSTS**

<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
Preliminary Plans				
<i>Plan Set (22x34)</i>	20	2	\$1.28	\$51.20
<i>Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Utility Coordination Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Contract Documents (8.5x11)</i>	100	4	\$0.05	\$20.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$144.20
Pre-Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$169.00
Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
			Subtotal:	\$169.00
Total				\$482.20

THE VILLAGE OF BUFFALO GROVE

CANDLEWOOD CREEK RECONSTRUCTION (YR 2022)

PHASE II ENGINEERING FEE

Total Phase II Engineering Manhours		628		
Plan Preparation & QA/QC Hours (Includes Data Collection)		580		
Agency Involvement, Utility Coordination, & Bidding Assisatance		48		
Preliminary Plans (60%) of total Manhours				
		Total MH	Rate	Fee
Principal	3%	10	\$ 225.00	\$ 2,349.00
Project Manager	18%	63	\$ 135.00	\$ 8,456.40
Project Engineer	40%	139	\$ 90.00	\$ 12,528.00
Design Engineer	39%	136	\$ 80.00	\$ 10,857.60
		348		\$ 34,191.00
Pre-Final Plans (30%) of total Manhours				
		Total MH	Rate	Fee
Principal	3%	5	\$ 225.00	\$ 1,174.50
Project Manager	18%	31	\$ 135.00	\$ 4,228.20
Project Engineer	40%	70	\$ 90.00	\$ 6,264.00
Design Engineer	39%	68	\$ 80.00	\$ 5,428.80
		174		\$ 17,095.50
Final Plans (10%) of total Manhours				
		Total MH	Rate	Fee
Principal	3%	2	\$ 225.00	\$ 391.50
Project Manager	18%	10	\$ 135.00	\$ 1,409.40
Project Engineer	40%	23	\$ 90.00	\$ 2,088.00
Design Engineer	39%	23	\$ 80.00	\$ 1,809.60
		58		\$ 5,698.50
Agency Involvement, Utility Coordination, & Bidding Assisatance				
		Total MH	Rate	Fee
Principal	3%	1	\$ 225.00	\$ 324.00
Project Manager	18%	9	\$ 135.00	\$ 1,166.40
Project Engineer	40%	19	\$ 90.00	\$ 1,728.00
Design Engineer	39%	19	\$ 80.00	\$ 1,497.60
		48		\$ 4,716.00
Direct Costs (See Attached Sheet)				\$482.20
Total Phase II Design Engineering Fee				\$ 62,183.20

**Village of Buffalo Grove - 2020 resurfacing - Apple Hill/Tenerife
Phase III Construction Engineering Services**

TITLE	RATE	HOURS	COST \$
Dir. of Constr. Engineering		0	\$ -
Resident Engineer	\$ 35.00	740	\$ 25,900.00
Construction Engineer	\$ 29.72		\$ -
		Total =	\$ 25,900.00

Multiplier = 2.5

Construction Engineering = \$ 64,750.00

Direct costs - vehicle's - 88 days @ \$65/day = \$ 5,720.00

Direct Cost - Materials QA = \$ -

TOTAL COST = \$ 70,470.00

2020 Resurfacing - Apple Hill/Tenerife
Village of Buffalo Grove
 Request for Proposal
 BLA, Inc.

Projected Monthly Manpower Schedule

Month Number	2020														Total Hours
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
BLA, Inc.	01/10/20	02/01/20	03/01/20	04/01/20	05/01/20	06/01/20	07/01/20	08/01/20	09/01/20	10/01/20	11/01/20	12/01/20	01/01/21	02/01/21	
Principal															0
Director of Const Eng (PM)															0
Resident Engineer (RE)					87	196	196	174	87						740
Construction Engineer															0
Public Info Officer															0
															0
															0
Totals	0	0	0	0	87	196	196	174	87	0	0	0	0	0	740
Cummulative Manhours	0	0	0	0	87	283	479	653	740	740	740	740	740	740	
Multiplier	0.0000														
Vehicle Days	11 22 22 22 11														88
DIRECT COSTS															
Vehicle Costs	\$65.00 /Day		Days		Total		Days		Days		\$5,720.00				
Phone/ Radio	/Mo		0 /Mo		\$		\$		\$		\$				
Printing	\$ 1.00 each														
Web Site Establishment					\$5,720.00										
Normal Work Week: Days/Month	22														
8 hrs/day	174														
9 hrs/day	196														
9 hrs/day + 2 Saturdays.	212														
10 hrs/day	218														
10 hrs/day + Sat.	224														

**Village of Buffalo Grove - 2021 resurfacing - Rolling Hills/Vintage
Phase III Construction Engineering Services**

TITLE	RATE	HOURS	COST \$
Dir. of Constr. Engineering		0	\$ -
Resident Engineer	\$ 36.05	1023	\$ 36,879.15
Construction Engineer	\$ 30.61		\$ -
		Total =	\$ 36,879.15

Multiplier = 2.5

Construction Engineering = \$ 92,197.88

Direct costs - vehicle's - 110 days @ \$65/day = \$ 7,150.00

Direct Cost - Materials QA = \$ -

TOTAL COST = \$ 99,347.88

2021 Resurfacing - Rolling Hills & Vintage at Buffalo Grove

Village of Buffalo Grove

Request for Proposal

BLA, Inc.

Projected Monthly Manpower Schedule

Month Number	2021												Total Hours													
	1	2	3	4	5	6	7	8	9	10	11	12		13	14											
BLA, Inc.	01/01/21	02/01/21	03/01/21	04/01/21	05/01/21	06/01/21	07/01/21	08/01/21	09/01/21	10/01/21	11/01/21	12/01/21	01/01/22	02/01/22												
Principal															0											
Director of Const Eng (PM)															0											
Resident Engineer (RE)				87	174	196	196	196	174						1023											
Construction Engineer															0											
Public Info Officer															0											
															0											
															0											
Totals	0	0	0	87	174	196	196	196	174	0	0	0	0	0	1023											
Cummulative Manhours	0	0	0	87	261	457	653	849	1023	1023	1023	1023	1023	1023												
Multiplier	0.0000																									
Vehicle Days	11 22 22 22 22 22 22 22 11														110											
DIRECT COSTS																										
Vehicle Costs	Days /Day		Total Days	Days											\$7,150.00											
Phone/ Radio	/Mo		0	Mo											\$											
Printing	\$ 1.00 each														\$											
Web Site Establishment													\$													
													\$7,150.00													
<table border="1"> <tr> <td>Normal Work Week: Days/Month</td> <td>22</td> </tr> <tr> <td>8 hrs/day</td> <td>174</td> </tr> <tr> <td>9 hrs/day</td> <td>196</td> </tr> <tr> <td>9 hrs/day + 2 Saturdays</td> <td>212</td> </tr> <tr> <td>10 hrs /day</td> <td>218</td> </tr> <tr> <td>10 hrs/day + Sat.</td> <td>224</td> </tr> </table>															Normal Work Week: Days/Month	22	8 hrs/day	174	9 hrs/day	196	9 hrs/day + 2 Saturdays	212	10 hrs /day	218	10 hrs/day + Sat.	224
Normal Work Week: Days/Month	22																									
8 hrs/day	174																									
9 hrs/day	196																									
9 hrs/day + 2 Saturdays	212																									
10 hrs /day	218																									
10 hrs/day + Sat.	224																									

**Village of Buffalo Grove - 2022 resurfacing/reconstruction - Candlewood Creek
Phase III Construction Engineering Services**

TITLE	RATE	HOURS	COST \$
Dir. of Constr. Engineering		0	\$ -
Resident Engineer	\$ 37.13	936	\$ 34,753.68
Construction Engineer	\$ 31.53		\$ -
		Total =	\$ 34,753.68

Multiplier = 2.5

Construction Engineering = \$ 86,884.20

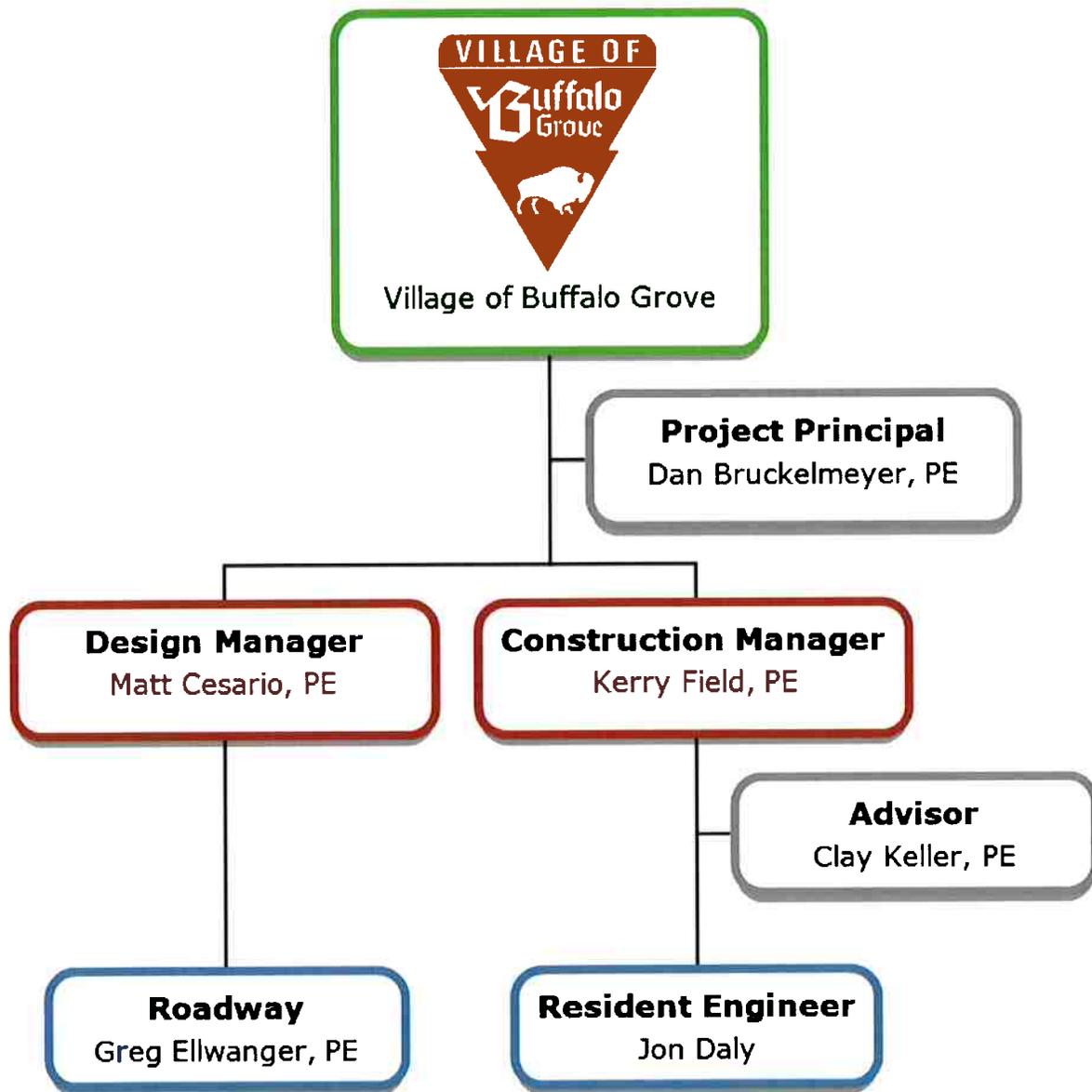
Direct costs - vehicle's - 110 days @ \$65/day = \$ 7,150.00

Direct Cost - Materials QA = \$ -

TOTAL COST = \$ 94,034.20

Project Team

All staff in the Organization Chart is available to serve the Village of Buffalo Grove. The personnel shown will be assigned to the project based on the requirements and need for their engineering expertise.



DANIEL B. BRUCKELMEYER, P.E.

Project Principal/Senior Project Manager

Education

Purdue University – B.S. Civil Engineering, 2004

Professional Registration

Professional Engineer

State of Illinois: #062-063352

State of Indiana: #11500042

Professional Societies

APWA Lake Branch Executive Committee, 2015-present

APWA Lake Branch Education Committee, 2011-14

APWA Chapter Education Committee, 2019

ASCE

Specialized Software

AutoCAD Civil 3D

AutoCAD Land Desktop

AutoDesk Storm & Sanitary Analysis

Autoturn v.4.0-7.0+

Microstation V8 and V8i

Geopak

Paydirt Sitework

StormCAD/StormNET

Bentley FlowMaster/CulvertMaster

PondPack

HEC-RAS

Highway Capacity Analysis (HCS)

SYNCHRO 7.0+

Experience Summary

Experience since 2004 as a consulting engineer. Dan has experience in complete design and management for projects ranging from privately-developed commercial facilities and subdivisions to municipal and county transportation projects including roadway corridors, intersections and bridge improvements as well as utility replacements and extensions. Experience with locally-funded and federally-funded design projects let locally or through IDOT. Responsible for management of staff, contract preparation, design completion, obtaining permits and presentations.

Representative Projects

Project Principal for University Drive; Village of Buffalo Grove – BLA performed Phase II of the **roadway reconstruction** and utility replacement for **University Drive in Buffalo Grove**. Because of frequent watermain and forcemain breaks, the Village needed an expedited and unbudgeted project. Work included design of 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and full roadway rehabilitation. BLA permitted through IEPA Water, Cook County and MWRD. It was critical the plans were fully developed within several weeks to allow permitable plans to be submitted. BLA worked closely with the Village to implement their standards and ensure the design was capable of handling future projects/connections.

Project Manager for Pembroke Drive; Village of Lincolnshire – BLA prepared Phase II engineering design plans for 0.5 miles of watermain replacement, **roadway reconstruction** and drainage improvements along Pembroke Drive and several side streets. “Hot” soils have deteriorated the main considerably resulting in ongoing breaks and other problems. This roadway corridor has many trees, high end homes, private improvements extending into the right-of-way and some less than standard right-of-way widths.

Project Manager for Western Avenue; Cities of Highland Park and Highland – The **Phase II reconstruction** was a half mile, joint municipality project as Western was the dividing line between the two communities. Considerable drainage issues were present within and immediately adjacent to the roadway and were corrected with the design. Work included **complete roadway reconstruction** with curb/gutter; 2,700 feet of watermain replacement; sanitary sewer; relief sewer and sidewalk reconstruction. One lane for northbound traffic remained open during construction with a detour for southbound traffic.

Project Manager for Brierhill Road; Village of Deerfield – Phase II for the **reconstruction** of 0.70 miles of Brierhill Road, a dead-end road surrounded by high-end homes. Maintenance of traffic was a key element as utilizing only one lane during construction for residents, garbage trucks, deliveries and landscaping vehicles required temporary aggregate bump-outs as passing locations. Brierhill is heavily wooded with decorative landscaping extending into the Village right-of-way making protection of these existing features an important aspect. A new eight inch watermain was installed for the length of the improvement as well as a side yard directional drill to provide a looped-connection. Permitting was through the IEPA, USACOE and the LCSMC.

Project Manager for South River Lane; City of Geneva – Phase II engineering for the \$1.8 million **reconstruction** of 0.5 miles of the **residential** and commercial roadway. The project is located partially within downtown Geneva’s Historic District and careful consideration during design needed to occur in order to avoid impacting historic stone entryways and wrought iron fences. In addition to road reconstruction plans, BLA designed a new eight inch watermain to replace the existing four inch watermain throughout the project limits including an area between Fulton Street and South Street where the watermain actually ran in rear yards instead of the parkway.

MATTHEW T. CESARIO, P.E.

Project Manager

Education

University of Iowa – B.S. Civil Engineering, 2007

Professional Registration

Professional Engineer

State of Illinois: #062-066160, 2014

State of Indiana: #11400733, 2014

State of Wisconsin: #43929-6, 2014

Certifications

IDOT Documentation of Contract Quantities

Professional Societies

American Public Works Association (APWA) Fox Valley Branch

APWA Fox Valley Branch Membership Committee

American Council of Engineering Companies (ACEC) – Tollway

ACEC – Regional Informational Meeting Committee

Civil 3D User Group

Specialized Training

GEOPAK, Civil 3D, Soil and Erosion Control, Permitting, IDOT Documentation, WisDOT

Construction Standards, WisDOT Local Program, WisDOT Signage, Field Manager/Fit Course, IL Tollway Barrier Guidelines

Specialized Software

AutoCAD Civil 3D 2010-2012, StormCAD, Microstation V8 & V8i, GEOPAK, Auto-Turn, Hy-8 Culvert Design, Field Manager, Synchro 7.0, HCS+ Traffic Software, HCS+ Signal Warrants, Estimator 2.8, Trans.prt, Haestad Methods: Pondpack, TR-20, Stormnet, Axiom

Experience Summary

Consulting engineer since 2007; experience with design and coordination of site and transportation projects including reconstruction, expansion, traffic modeling, stormwater management and roundabouts. Design experience involves stormwater modeling and management reports; stormwater pollution prevention plans; roadway geometry; storm and sanitary sewer; hydraulic and hydrology analysis of streams, creeks and rivers for bridges/culverts; roadside barrier warrants; horizontal and vertical alignment; roundabout; traffic signals and contract plans. Tasks include permitting process; construction plan preparation; cost estimating; utility design; utility coordination; public meetings; field survey and inspections.

Representative Projects

Project Principal for University Drive; Village of Buffalo Grove – BLA performed Phase II of the **roadway reconstruction** and utility replacement for **University Drive in Buffalo Grove**. Because of frequent watermain and forcemain breaks, the Village needed an expedited and unbudgeted project. Work included design of 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and full roadway rehabilitation. BLA permitted through IEPA Water, Cook County and MWRD. It was critical the plans were fully developed within several weeks to allow permissible plans to be submitted. BLA worked closely with the Village to implement their standards and ensure the design was capable of handling future projects/connections.

Project Engineer for IL 53 at IL 56; IDOT – Work included PS&E for the **reconstruction** of IL 53 and IL 56 for 1.8 miles. The project added a third travel lane in each direction with a barrier median for lane continuity and to enhance system linkage; work included right turn lanes at the intersection to improve capacity demands, PCC shoulders, noise walls, **design of a closed drainage system** including box culverts and junction chambers, profile adjustments to elevate the roadway above flood elevations, design of two new traffic signals, maintenance of traffic, erosion control and jointing plans. Project necessitated relocation of more than 2,000 feet of forcemain due to drainage improvements and proposed utility conflicts; **PROWAG/ADA guidelines were implemented**.

Project Manager for Chicago Avenue; Village of River Forest – Phase II, PS&E; coordination and construction assistance for the **mile-long roadway mill/resurface project**. Besides providing plans indicating the proposed mill/resurface locations, it was necessary to detail **60+ ADA ramps** to meet current standards. Coordination with the Village, the Historical Society and the Village Green Initiative Board all occurred.

Project Manager for Benedictine Parkway; Village of Lisle – Phase II design, PS&E, coordination and construction assistance for the mill/resurface project. Besides providing plans indicating the proposed mill/resurface locations, it was necessary to detail the ADA ramps to meet current standards. A right turn lane was added at the intersection of Benedictine and Maple Avenue. This addition required traffic signal improvements and coordination with DuPage County (owner of the traffic signal).

Project Manager for Division Street; Village of River Forest – Responsibilities included Phase II design, PS&E, coordination and construction assistance for the **mile-long roadway mill/resurface project**. Besides providing plans indicating the proposed mill/resurface locations, it was necessary to detail 60+ ADA ramps to meet current standards. An important aspect was the **extensive coordination between the Village, Concordia University, Dominican University and Trinity High School**. The plans and special provisions were designed in a way as to coordinate the construction activities with the university/school events ensuring the least disturbance possible.

GREGORY J. ELLWANGER, P.E.

Project Engineer

Education

Bradley University – B.S. Civil
Engineering, 2009

Professional Registration

Professional Engineer

State of Illinois: 062-067088, 2015

Certifications

IDOT Documentation of Contract
Quantities 17-12693

Professional Societies

Member – Lake Branch American
Public Works Association (APWA)

Chair – APWA Young Professionals

Specialized Software

MicroStation V8i

Geopak

Axiom

Autoturn

AutoCAD – Civil 3D

HCS+ Traffic Software

HCS+ Signal Warrants

Synchro 7.0+

StormCAD

ProjectWise

SignCAD

Experience Summary

Experience since 2010 in design engineering, construction engineering and surveying.

Experience as a design engineer with responsibilities of contract plan preparation, planning, design, drawing, cost estimation and bidding documents for various projects for IDOT, municipalities and counties. Design of private projects includes watermain installations, storm sewer design, site grading and detention design.

Representative Projects

Project Engineer for Lemont Road; DuPage County DOT – Prepared Phase II PS&E for widening and **resurfacing 1.65 miles** of Lemont Road from and including 87th Street to 83rd Street. The project required new storm sewer design, **reconstruction** of a small section of 87th Street, new traffic signals, new interconnect, **pedestrian improvements**, landscaping, land acquisition from both public and private parcels and permits and coordination with DuPage County, DuPage County DEC, USACOE, the City of Darien and the City of Woodridge.

Project Engineer for Smith Street; Village of Palatine – Phase I and II for **resurfacing two miles** of Smith Street between Palatine and Dundee Roads. The project was funded by the Northwest Council of Mayors and Mangers STP program and processed under State CE for Phase I approval. Phase II consisted of removal and proposed design plans along with detailed ADA compliant ramp plans of multiple corners along Smith Street.

Project Engineer for Plum Grove Road; Village of Palatine – Phase I and II for **resurfacing two miles** of Plum Grove Road between Aldridge Avenue and US 14. The project was funded by the Northwest Council of Mayors and Mangers STP program and processed under State CE for Phase I approval. Phase II consisted of removal and proposed design plans along with detailed ADA compliant ramp plans of 67 individual corners along Plum Grove Road. The project also included three separate stretches of curb that needed to be replaced along with parkway restoration.

Project Engineer for Longmeadow Parkway (Section B); Kane County DOT – Scope included Phase II plans and specifications for the widening, **reconstruction** and extension of Longmeadow Parkway. This landmark County project connects Huntley Road to IL 62, 5.5 miles, including a new bridge over the Fox River. Section B consists of 2.32 miles of widening and new construction of Longmeadow Parkway as well as 0.81 miles of widening and **reconstruction** of both Sleepy Hollow Road and IL 31. The total length of improvements is 3.12 miles.

Project Engineer for East State Street; City of Geneva – Prepared Phase II PS&E for 1.25 miles of East State Street from the Fox River to Kirk Road. The project required new storm sewers, watermain, replacing sanitary manholes, **full pavement reconstruction** and widening (with changes to the profile to improve site distance), replacing signals, pedestrian improvements and streetscape. In addition, coordination with the City and public utilities was required for the roadway widening and new storm sewers and watermain. Land acquisition from both public and private parcels. Permits and significant coordination with IDOT, Kane County and Geneva was required.

Project Engineer for 75th Street; DuPage County DOT – Project included storm sewer design, detention calculations, **resurfacing**, widening, **reconstruction** and new traffic signals. Work included extensive storm sewer and detention redesign utilizing StormCAD and TR20. In addition, coordination with the villages and utilities was required for the roadway widening and new storm sewers. BLA also prepared the DEC permit, wetland permit and the contract plans, specifications and estimate of cost.

KERRY FIELD, P.E.

Director of Construction

Education

University of Illinois Urbana-Champaign – B.S. Civil Engineering, 1981

Professional Registration

Professional Engineer

State of Illinois: #062-043291, 1984

Professional Societies

Member – IRTBA

Industry Activities

10 years on IRTBA & IDOT District 1 Forum, Co-Chair for four years

Experience Summary

Highway construction experience since 1982. Senior Project Manager (Plote Construction) for 11 years overseeing the scheduling and construction of \$20-140 million/year of road construction projects. Vice President (Harry W. Kuhn) of \$80-100 million/year heavy highway contractor (six years). 17 years in IDOT Bureau of Construction; beginning as an inspector providing construction layout, inspection and documentation. Worked as a Resident Engineer on multi-million dollar Expressway projects, ultimately becoming the District 1 Expressway Construction Supervisor overseeing all expressway projects in Chicago and the six-county area.

Representative Projects

Project Manager for University Drive; Village of Buffalo Grove – Provided resident engineering services for the **roadway reconstruction** and utility replacement for University Drive in Buffalo Grove. Work included 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and full roadway rehabilitation. Work also included **ADA sidewalk ramp** improvements, residential communication and project scheduling and time management on behalf of the contractor.

Project Manager for Church Road; Village of Bensenville – Provided resident engineering services for a **0.70-mile residential reconstruction with new storm sewer** and watermain. Multiple conflicts with ComEd, Nicor, Comcast, AT&T, XO Fiber Optic, Light Tower and the DuPage Water Commission were challenging. Because of these challenges, time management and communication were necessary to ensure the project was completed on time. Work included curb/gutter, a multi-use path, **ADA sidewalk, a hot mix asphalt road**, and landscaping. The team held a public information meeting prior to work beginning and went door to door communicating driveway closures, water shutdowns and sidewalk closures. The project was completed on time and under budget.

Senior Project Manager for Green Street and York Road; Village of Bensenville – The \$2.9 million project included **directional boring of watermain under a railroad, patches, curb, sidewalk, driveways and resurfacing**. BLA performed inspection activities, oversaw utility relocations, developed traffic staging and managed the schedule and change orders. Public information meetings were conducted to brief the residents on the construction activities affecting their homes/businesses. A website was designed/maintained to keep everyone informed.

Senior Project Manager for Gary Avenue; DuPage County – The \$11.3 million project improved Gary between North Avenue and Army Trail Road. The four lane road is home to commercial and industrial enterprises and residential properties. **Work included storm sewer**, water main installation, box culvert installation and extension, curb, sidewalk, widening, resurfacing, block retaining walls, traffic signals and landscaping. **Curb ramps** for a future bike path required detailed attention to conform to ADA standards. BLA hounded utility companies to complete relocations and coordinated work to minimize delays.

Senior Project Manager for Wright Boulevard; Village of Schaumburg – Project included total reconstruction of Wright Boulevard from Wise Road to IL 19. The \$4 million project included widening, concrete reconstruction, **asphalt resurfacing, new storm sewer**, curb, retaining wall, watermain, traffic signals, street lighting and new concrete bike path along the roadway under the Elgin O'Hare Expressway. A project website and regular visits ensured solid communications with interested parties. A public open house was held to explain the construction schedule and process. Brochures were designed and personally distributed to each business.

JONATHAN M. DALY
Construction Engineer

Education

University of Illinois Urbana-Champaign – B.S. Civil Engineering, 2016

Professional Registration

Passed P.E. Exam, pending issuance July 2020

Certifications

IDOT Documentation of Contract Quantities 17-12536

IDOT Soils Field Testing and Inspection

Professional Societies

Member – ASCE

Specialized Training

Tollway ebuilder

GPS proficient

Experience Summary

Experience since 2016 as a field/construction engineer. Responsibilities include oversight of contractors along with testing and recording of field work. Also assists the Resident Engineer for the satisfactory completion of projects.

Representative Projects

Resident Engineer for South Rawson Bridge Road; Algonquin Township Highway Department – BLA provided construction management services for the work which included **pavement milling and resurfacing** along South Rawson Bridge Road, a very busy road in a **residential area** between Three Oaks Road and Newcastle Drive. Other work items included HMA patching, thermoplastic striping, public coordination and traffic control.

Asst. Resident Engineer for Street Improvement Program; Village of Schaumburg – BLA provided construction engineering for the Village's Street Improvement Program including the Weathersfield Lakes **residential subdivision**, the Hammond/Palmer industrial area and the new Bethel Lane alignment. Work included concrete curb, **driveway and sidewalk replacement in residential** and industrial areas along with **resurfacing of asphalt roadways**. Work at Bethel Lane included the vacation and realignment of the roadway. New traffic signals at the Bethel/Roselle provide additional safety. Roadway work included storm sewer, watermain improvements, and sanitary sewer. Public outreach services included regular updates to the Village's website, transmitting information and addressing concerns from the public via email, social media, printed material and direct contact.

Assist. Resident Engineer for 18-14 and 19-14 Bridge Rehabilitation; Village of Oak Park – BLA provided 2 years of construction management services for the Village's bridge rehabilitation program on various bridges crossing the Eisenhower Expressway (I-290) and CTA and CSX railroads. Work included concrete removal and replacement for sidewalk and bridge deck, bridge parapet wall repairs and protective shield installation at East Avenue, and updating **ADA improvements** with tight constraints.

Lead Inspector for Plum Grove Road (Golf Road to Wiley Road); Village of Schaumburg – BLA provided construction management and public relations services for the project. Work included the **reconstruction** of Plum Grove Road with **full-depth HMA** pavement and the Village's first roundabouts. The project also included a new **storm sewer system**, revisions to the existing watermain system, new roadway lighting and extensive landscaping. Other work items included curb removal and replacement, **sidewalks with ADA**, an HMA pedestrian path and new signage.

Lead Inspector for Plum Grove Road (Higgins Road to Golf Road); Village of Schaumburg – BLA provided construction management and public relations services for the project. Work included the **reconstruction** of Plum Grove Road with full-depth HMA pavement and a new traffic signal installation. The project also included a new **storm sewer system**, revisions to the existing watermain system, new roadway lighting and extensive landscaping. Other work items included curb removal and replacement, **sidewalks with ADA**, an HMA pedestrian path and new signage.

Construction Engineer for Washington Street; Lake County DOT – BLA provided construction engineering for the project from west of Hainesville Road to east of Haryan Way. Work included **reconstruction** and widening from two lanes to four with a median.. New traffic signals at that intersections included communication links to the LCDOT emergency communications center. Roadway work included **storm sewer**, watermain, and sanitary sewer. Public outreach services included maintaining a project website, transmitting information and addressing concerns from the public via email, social media, printed material and direct contact.

P. CLAY KELLER
Construction Engineer

Education

Bradley University – B.S. Civil Engineering, 2009

University of Missouri – M.S. Civil Engineering with Transportation Focus, 2012

Professional Registration

Engineer-in-Training

Certifications

IDOT Documentation of Contract Quantities #18-13779

IDOT STTP-S33 Soils Field Testing and Inspection

Fundamentals of Engineering (FE) 2009

Professional Societies

Institute of Transportation Engineers

Specialized Training

Interpretation of contract documents and IDOT/ISTHA specifications

Experience with Laser Levels and Level Loops

Specialized Software

Microsoft Office, Highway Capacity Software, AutoCAD, VISSIM, SPSS and Stata (Statistical Analysis Software), ArcGIS

Industry Activities

ASCE Publication – Evaluation of Dynamic Message Signs on Rural Freeways: Case Study of a Full Freeway Closure, 2013

Experience Summary

Construction Engineer experience since 2012 with responsibilities of interpreting and implementing design plans and specifications, ensuring ADA compliancy, contract documentation, daily activity diaries, safety inspections and facilitating time and material work. Project experience includes storm sewer, watermain, PCC sidewalk with curb/gutter, detector loops, asphalt resurfacing and patching and frame adjustments. Project locations include the Village of Bensenville next to O'Hare International Airport and the I-90 Tollway near Rockford.

Experience since 2008 as a research assistant including responsibilities of varieties of data collection, conducting detailed analysis of data and preparing reports to present research findings. Research projects were in cooperation with Peoria County and the Missouri Department of Transportation (MoDOT).

Representative Projects

Resident Engineer for University Drive; Village of Buffalo Grove – Provided resident engineering services for the **roadway reconstruction** and utility replacement for University Drive in Buffalo Grove. Work included 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and **full roadway rehabilitation**. Residential communication and project scheduling / time management on behalf of the contractor were essential to allow the roadway passable before the weather changed.

Resident Engineer for Church Road; Village of Bensenville – Provided resident engineering services for the construction of a pedestrian path as well as **patching and resurfacing of Church Road from Grand Avenue to Jefferson Street** along with a new water main. Project utilized pavement patching, milling, resurfacing and striping. Also included was removal/replacement of sidewalk ramps to meet current ADA standards. The project included extensive **public outreach** and coordination with residents as well as the Bensenville Park District Golf Course located along the project.

Resident Engineer for Belle Plaine and Magnolia Avenues; Village of Gurnee – Resident engineer for the Village's annual roadway rehabilitation program. **Work consisted of rehabilitating three village streets; reconstruction; storm sewer; watermain; HMA pavement; sidewalk; curb; landscaping; and pavement marking.** The project included two heavily traveled parallel roads connecting from Grand Avenue to the local elementary school. **The work utilized sequenced closures/detours to limit disruption to the public which required daily coordination with Gurnee School District 56, emergency responders and residents.** In order to keep the residents apprised, BLA held a public information meeting, distributed notification letters door-to-door, wrote weekly updates with photos for the Village mailer and website and communicated daily with residents

Construction Engineer for Green Street and York Road; Village of Bensenville – A \$3.2 million improvement including **1.5 miles of asphalt overlay** and 2,000 feet of 12 inch watermain. Sidewalks were installed in regulation with ADA requirements. Responsibilities included overseeing watermain, asphalt paving, concrete sidewalk, curb/gutter and detectable warning installation along with daily documentation of activities. Assisted with designing watermain system in the field because of heavy utilities outside O'Hare International Airport. Additional responsibilities included assisting with closeout using ICORS and MISTIC for IDOT materials authorization.

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. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 5) **Builder's Risk:** Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) **Environmental Impairment/Pollution Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) **General Liability and Automobile Liability Coverages:**

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

DESCRIPTIONS (Continued from Page 1)

workers compensation and umbrella liability are primary & non-contributory where required by written contract. Ongoing and completed operations included in General Liability policy. Contractual Liability & X C-U is included under the General Liability Policy. Umbrella Follows Form with respects to General, automobile & Employers Liability Policies.

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. – Additional Insured If Required by contract, the following provisions apply:

- 1) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) **Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

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ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

WORKERS' COMPENSATION

POLICY NUMBER: 20WBGBJ8884

INSURED: BLA, Inc.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number:

Endorsement Number:

Effective Date: Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

NA

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

Countersigned by

Authorized Representative

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL197821951 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AER004313026	7/16/2019	7/16/2020	Per Claim 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project:
 3-Year Roadway Improvement Program
 (Apple Hill/Tenerife, Rolling Hills, Vintage at BG, Candlewood Creek)
 Phase II Design Engineering & Phase III Construction Inspection
 ** 30 Day Notice of Cancellation Provided by Insurer **

CERTIFICATE HOLDER**CANCELLATION**

Village of Buffalo Grove 51 Raupp Boulevard Buffalo Grove, IL 60089	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Christian/CID <i>M.C. Christian</i>
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