



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

MARCH 12, 2019
7:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Waiver of Section 43.09, Noise, of the Lake in the Hills Municipal Code for Boulder Ridge Country Club Annual Outdoor Party
 2. Ordinance Amending Chapter 37, Tobacco Control and Tobacco Licensing, Chapter 43, Offenses Against Public Peace, Safety, and Morals, and Chapter 32 Business Regulations of the Lake in the Hills Municipal Code
 3. Agreement to Provide Telecommunications Services
 4. Informational Item concerning Wellness Incentives for 2019
 - B. Public Works
 1. 2019 Spending Authority for the Second Half of the Sunset Park Turf Restoration Project
 2. 2019 Spending Authority for the Second Half of the Randall Road Water Main Relocation Project
 3. Agreement for Engineering and Design Services for the First Phase of the Runway Improvement Project with Crawford, Murphy and Tilly, Inc.
 4. Award the Airport Fuel Supplier Contract to Arrow Energy
 5. Ordinance approving an Airport Ground Lease for Hangar PAP-42 with Guillermo Santaella
 6. Ordinance approving an Airport Ground Lease for Hangar PAP-05 with Blue Skies Flying Service
 - C. Community Services
 1. Award the LaBuy Park Playground Equipment Replacement and Installation Contract to The Kenneth Company
 2. Ordinance Authorizing the Disposal of Surplus Property
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski

- D. Trustee Dustin
 - 1. Planning and Zoning Commission Liaison Report
- E. Trustee Artinghelli
 - 1. Parks and Recreation Board Liaison Report
- F. Trustee Bojarski

- 6. Village President
- 7. Audience Participation
- 8. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Administration

SUBJECT: Waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code for Boulder Ridge Country Club Annual Outdoor Party

EXECUTIVE SUMMARY

Boulder Ridge Country Club is requesting the Village Board to waive the provisions of Section 43.09 of the Municipal Code for an Outdoor Party on Friday, July 12, 2019 for their members and invited guests. The entertainment for the event is "The Modern Day Romeos". The band will perform from 7:30pm to 10:30pm on their outdoor patio.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Boulder Ridge Country Club Letter

RECOMMENDED MOTION

Motion to waive the provisions of Section 43.09, Noise, of the Lake in the Hills Municipal Code, to allow Boulder Ridge Country Club to host their Annual Outdoor Party until 11pm on Friday, July 12, 2019.



Clubhouse:
350 Boulder Drive, Lake in the Hills, IL 60156
(847) 854-3010
Fax (847) 854-1081
www.boulderridge.com

March 1, 2019

Ms. Jennifer Clough
Village Administrator
600 Harvest Gate
Lake in the Hills IL 60156

Re: Friday, July 12, 2019
Request for Variance of Village Code 43.09, NOISE

Dear Ms. Clough:

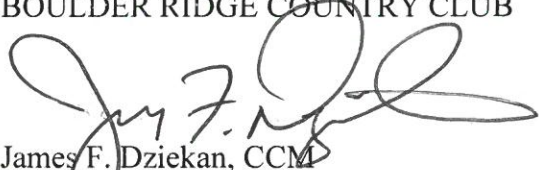
Boulder Ridge Country Club is requesting a variance of Village Code 43.09, NOISE. The country club is hosting an outdoor party on Friday, July 12, 2019 for our members and their invited guests. The club event would be held on the Boulder Ridge Country Club property, weather permitting. I estimate up to 300 people may be in attendance.

The entertainment for the event is "The Modern Day Romeos" a local cover band. They are well-known in the Chicagoland area performing at many clubs and festivals. The band would perform from 7:30 to 10:30 p.m.

I hope the board would look favorably upon my request and if there is any additional information required, I would be more than willing to provide that to you. Thank you in advance for your consideration.

Very truly yours,

BOULDER RIDGE COUNTRY CLUB



James F. Dziekan, CCM
Club Manager

JFD/raj

cc: Nancy Sujet

A Private Country Club Community



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Administration

SUBJECT: **An Ordinance Amending Chapter 37, Tobacco Control and Tobacco Licensing, Section 37.15, Chapter 43, Offenses Against Public Peace, Safety, and Morals, Section 43.17, and Chapter 32, Business Regulations, Section 32.02.G of the Lake in the Hills Municipal Code**

EXECUTIVE SUMMARY

At the direction of the Local Tobacco Control Commissioner, the Administration Department has prepared the attached ordinance amending Sections 37.15, Sections 43.17, and Sections 32.02.G of the Lake in the Hills Municipal Code. The ordinance increases the minimum age of purchase from age 18 to age 21 for all tobacco products and would go into effect on April 1, 2019.

Based on the growing momentum of an initiative known as Tobacco 21, or raising the minimum legal sale age of tobacco products from 18 to 21, the Tobacco Commissioner requested that research be conducted in preparation of the attached ordinance. Research found 37 governing bodies in Illinois to have adopted ordinances raising the tobacco age. This includes four of the Village's fifteen comparable communities: Barrington, Mundelein, Round Lake Beach, and Vernon Hills. None of the Village's immediate neighbors (Algonquin, Huntley, Lakewood, Crystal Lake, and Cary) and none in McHenry County have raised the tobacco age. The Police Department contacted five communities which have increased their tobacco age and found none experienced (or were aware of) push back from retailers or the public. The governing bodies found to have raised the tobacco age include:

- | <u>Jurisdiction (County, Date Adopted)</u> | | |
|--|---|--|
| 1. Evanston (Cook, 10/27/14) | 13. Elk Grove Village (Cook/DuPage, 11/14/17) | 27. West Chicago (DuPage, 6/4/18) |
| 2. Chicago (Cook, 3/16/16) | 14. Mundelein* (Lake, 11/27/17) | 28. Elgin (Kane/Cook, 7/25/18) |
| 3. Oak Park (Cook, 8/1/16) | 15. Riverwoods (Lake, 2/20/18) | 29. Barrington* (Cook/Lake, 10/8/18) |
| 4. Highland Park (Lake, 10/12/16) | 16. Wilmette (Cook, 3/13/18) | 30. Hoffman Estates (Cook/Kane, 11/5/18) |
| 5. Naperville (DuPage/Will, 12/6/16) | 17. Bolingbrook (Will, 3/16/18) | 31. Downers Grove (DuPage, 11/13/18) |
| 6. Deerfield (Lake, 12/12/16) | 18. Gurnee (Lake, 3/20/18) | 32. Normal (McLean, 11/19/18) |
| 7. Maywood (Cook, 5/3/17) | 19. Hopkins Park (Kankakee, 3/22/18) | 33. Lake Zurich (Lake, 12/3/18) |
| 8. Lincolnshire (Lake, 6/13/17) | 20. Aurora (Kane, 3/27/18) | 34. Winthrop Harbor (Lake, 12/4/18) |
| 9. Vernon Hills* (Lake, 8/1/17) | 21. Washington (Tazewell, 4/2/18) | 35. Park Ridge (Cook, 12/18/18) |
| 10. Berwyn (Cook, 8/19/17) | 22. Round Lake Beach* (Lake, 4/9/18) | 36. Arlington Heights (Cook, 1/7/19) |
| 11. Buffalo Grove (Lake, 8/21/17) | 23. Glen Ellyn (DuPage, 4/23/18) | 37. Des Plaines (Cook, 1/22/19) |
| 12. Unincorporated Lake County (Lake, 9/12/17) | 24. Peoria (Peoria, 4/24/18) | |
| | 25. Skokie (Cook, 5/8/18) | *Comparable Community |
| | 26. Wheaton (DuPage, 5/21/18) | |

At the State level, Senate Bill 2332 to increase the tobacco age passed in both the Senate and the House in 2018, but was ultimately vetoed by Governor Rauner on August 24, 2018. The most recent effort, Senate Bill 21, was filed in January of 2019. To date, SB 21 has moved out of committee and will progress

forward to see a vote at the House of Representatives. Sponsors of the bill have indicated to news outlets a positive outlook for the bill's future based on changes in representation in both chambers and in the Governor's office. Currently, California, Hawaii, Maine, Massachusetts, New Jersey, and Oregon have already raised tobacco restrictions to age 21.

Lake in the Hills currently has 13 businesses with tobacco licenses. Letters were mailed on February 22, 2019, to all tobacco-licensed businesses in Lake in the Hills to provide notification that this ordinance would be considered at the March 12, 2019, Committee of the Whole meeting and indicated that there would be an opportunity for public comment. Staff has prepared additional communications that would be delivered to the affected businesses in the event of the ordinance's approval. The proposed ordinance continues to allow employees age 18 or older to be able to sell tobacco products at a licensed premise and also leaves all penalties for violations unchanged. The 13 businesses to be impacted by the ordinance include:

- | | |
|--|---|
| 1. Boulder Ridge Country Club | 8. LITH Liquors (Merusha Inc) |
| 2. Dotty's (Illinois Café & Service Company, LLC) | 9. Walgreens (Bond Drug Company of Illinois LLC) |
| 3. Lottery Mart (Megha Food Corp.) | 10. 7-Eleven (Gramsn Inc.) |
| 4. Cigarette Depot | 11. Thorntons #119 |
| 5. Hills Food & Liquor | 12. Speedway #5004 (Speedway LLC) |
| 6. Park' N Shop Food & Liquor (Yatee Inc.) | 13. Bucky's Express #440 (Buchanan Energy LLC) |
| 7. The Grove Mart (Glogovsky Oil Company) | |

Additionally, the proposed ordinance would keep the age of possession unchanged at 18 years of age. Raising the age of possession would cause complications from an enforcement perspective, as neighboring communities have a minimum age of 18 for both possession and purchase of tobacco products. Of the 37 governing bodies that have increased the tobacco age, 23 have kept possession at age 18 for similar reasons.

The Tobacco 21 initiative has shown to decrease tobacco usage amongst the adolescent population and is backed by the American Heart Association, the Respiratory Health Association, Tobacco Free Kids, the American Lung Association, and other organizations. Passage of the ordinance would join Lake in the Hills with 37 other communities in Illinois who have already raised the age of purchase to 21 for tobacco products and would demonstrate support of the Tobacco 21 initiative at the state level. Passage of the ordinance would also make Lake in the Hills the first in McHenry County to raise the minimum purchase age.

ATTACHMENTS

1. An Ordinance Amending Chapter 37, Tobacco Control and Tobacco Licensing, Section 37.15, Chapter 43, Offenses Against Public Peace, Safety, and Morals, Section 43.17, and Chapter 32, Business Regulations, Section 32.02.G of the Lake in the Hills Municipal Code

RECOMMENDED MOTION

Motion to approve an Ordinance Amending Chapter 37, Tobacco Control and Tobacco Licensing, Section 37.15, Chapter 43, Offenses Against Public Peace, Safety, and Morals, Section 43.17, and Chapter 32, Business Regulations, Section 32.02.G of the Lake in the Hills Municipal Code.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

An Ordinance Amending Chapter 37, Tobacco Control and Tobacco Licensing, Section 37.15, Chapter 43, Offenses Against Public Peace, Safety, and Morals, Section 43.17, and Chapter 32, Business Regulations, Section 32.02.G of the Lake in the Hills Municipal Code

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That Chapter 37, Tobacco Control and Tobacco Licensing, Section 37.15, Restrictions, of the Lake in the Hills Municipal Code shall be amended to read as follows:

37.15 RESTRICTIONS

A. No licensee nor any officer, associate, member, representative, agent or employee shall sell, give, or deliver tobacco or tobacco products to any person under the age of ~~eighteen (18)~~ twenty one (21) years.

B. No licensee nor any officer, associate, member, representative, agent or employee of such licensee shall sell or permit to be sold tobacco or tobacco products to any person without requesting and examining identification establishing the purchaser's age is not less than ~~eighteen (18)~~ twenty one (21) years unless licensee has some other conclusive basis determining the purchaser's age.

C. No licensee nor any officer, associate, member, representative, agent or employee of such licensee shall knowingly distribute or furnish tobacco or tobacco products without charge to any person under the age of ~~eighteen (18)~~ twenty one (21) years in any public place or at any event open to the public.

D. No licensee nor any officer, associate, member, representative, agent or employee of such licensee shall engage, employ or permit any person under the age of eighteen (18) to sell tobacco, tobacco products or tobacco accessories in any licensed premises.

~~DE~~. All tobacco and tobacco products shall be stored and offered for sale only from behind counters or in locked cases which shall not be readily accessible to persons under eighteen (18) years of age.

SECTION 2: That Chapter 43, Offenses Against Public Peace, Safety, and Morals, Section 43.17, Possession and Use Of Bidi Cigarettes, Smoking Herbs, Tobacco Accessories And Tobacco Products, of the Lake in the Hills Municipal Code shall be amended to read as follows:

43.17 POSSESSION AND USE OF BIDI CIGARETTES, SMOKING HERBS, TOBACCO ACCESSORIES AND TOBACCO PRODUCTS

A. Definitions: In addition to those terms defined in Appendix A of this Code, terms used in this Section 43.17 are defined as follows:

Bidi Cigarette: A product that contains tobacco that is wrapped in temburni or tendu leaf or that is wrapped in any other material identified by rules of the Illinois Department of Public Health that is similar in appearance or characteristics to the temburni or tendu leaf.

Smoking Herbs: All substances of plant origin and their derivatives, including but not limited to broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimson weed and other members of the Datura genus, passion flower and wild lettuce, which are processed or sold primarily for use as smoking materials.

Smokeless Tobacco: Any finely cut, ground, powdered or leaf tobacco that is intended to be placed in the oral cavity; any tobacco product that is suitable for dipping or chewing.

Tobacco Accessories: Cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines and other items, designed primarily for the smoking or ingestion of tobacco products or of substances made illegal under any statute or of substances whose sale, gift, barter or exchange is unlawful.

Tobacco Products: Cigars, cigarettes, smokeless tobacco or tobacco, electronic cigarettes, alternative nicotine products and liquid nicotine.

B. Purchase and Use of Tobacco Products Prohibited:

1. No person under 18 21 years of age shall purchase any tobacco product in any of its forms. No person shall sell, purchase for, distribute samples of or furnish any tobacco product in any of its forms to any person under 18-21 years of age. Tobacco products may be sold through a vending machine only when such tobacco products are not sold along with non-tobacco products in the vending machine and only in the follow locations:
 - a. Factories, businesses, offices, private clubs and other places not open to the general public.
 - b. Places to which persons under 18 years of age are not permitted access.
 - c. Places where alcoholic beverages are sold and consumed on the premises.
 - d. Places where the vending machine is under the direct supervision (which means that the owner or employee has an unimpeded line of sight to the vending machine) of the owner of the establishment or an employee over 18 years of age. The sale of tobacco products from a vending machine under direct supervision of the owner or an employee of the establishment is considered a sale of tobacco products by that person.
 - e. Places where the vending machine can only be operated by the owner or an employee over age 18 either directly or through a remote control device if the device is inaccessible to all customers.

2. Penalty: Any person violating any provision of this Section 43.17-B is guilty of a petty offense and for the first offense shall be fined \$200, \$400 for the second offense in a 12-month period, and \$600 for the third or any subsequent offense in a 12-month period and be responsible for the Village's cost of prosecution, including reasonable attorney fees.

C. Possession of Tobacco Products:

1. No person under 18 years of age shall possess any tobacco product in any of its forms.
2. Penalty: If a minor violates this Section 43.17-C the minor shall be guilty of a petty offense and may be fined \$25 or sentenced to 15 hours of community service for the first offense. If a second violation occurs within a 12-month period after the first offense, the fine shall be \$50 and 25 hours of community service. For a third or subsequent violation that occurs within a 12-month period after the first offense, the fine shall be \$100 and 30 hours of community service. If there is a second or subsequent violation not within a 12-month time period after the first violation, a fine of \$25 or 15 hours of community service shall be assessed. For any violation the violator shall be responsible for the Village's cost of prosecution, including reasonable attorney fees.

D. Tobacco Accessories and Smoking Herbs:

1. Sale to Minors Prohibited: No person shall knowingly sell, barter, exchange, deliver or give away or cause or permit or procure to be sold, bartered, exchanged, delivered or given away tobacco accessories or smoking herbs to any person under ~~18~~21 years of age.
2. Sale of Bidi Cigarettes: No person shall knowingly sell, barter, exchange, deliver or give away a bidi cigarette to another person, nor shall a person cause or permit or procure

a bidi cigarette to be sold, bartered, exchanged, delivered or given away to another person.

3. Sale of Cigarette Paper: No person shall knowingly offer, sell, barter, exchange, deliver or give away cigarette paper or cause, permit or procure cigarette paper to be sold, offered, bartered, exchanged, delivered or given away except from premises or an establishment where other tobacco products are sold.
4. Sale of Cigarette Paper from Vending Machines: No person shall knowingly offer, sell, barter, exchange, deliver or give away cigarette paper or cause, permit or procure cigarette paper to be sold, offered, bartered exchanged, delivered or given away by use of a vending or coin-operated machine or device. For purposes of this Section 43.17-D4, cigarette paper shall not include any paper that is incorporated into a product to which a tax stamp must be affixed under the Cigarette Tax Act (35 ILCS 130/1 et seq.) or the Cigarette Use Tax Act (35 ILCS 135/1 et seq.).
5. Use of Identification Cards: No person in the furtherance of facilitation of obtaining smoking accessories and smoking herbs shall display or use a false or forged identification card or transfer, alter or deface an identification card.
6. Warning to Minors: Any person, firm, partnership, company or corporation operating a place of business where tobacco accessories and smoking herbs are sold or offered for sale shall post in a conspicuous place upon the premises a sign which there shall be imprinted the following statement: SALE OF TOBACCO ACCESSORIES AND SMOKING HERBS TO PERSONS UNDER ~~18~~21 YEARS OF AGE OR THE MISREPRESENTATION OF AGE TO PROCURE SUCH A SALE IS PROHIBITED BY LAW. The sign shall be printed on a white card in red letters at least one-half inch in height.

7. Penalty:

- a. Except for Section 43.17-D2, any person who knowingly violates or shall knowingly cause the violation of any provision of this Section 43.17-D shall be guilty of a Class C misdemeanor and shall be fined pursuant to 730 ILCS 5/5-4.5-65(e). The violator shall be responsible for the Village's cost of prosecution, including reasonable attorney fees.
- b. Any person who knowingly violates or shall knowingly cause the violation of Section 43.17-D2 shall be guilty of a petty offense for which the offender shall be fined as follows: For the first offense, not less than \$100 or more than \$500, for a second offense within a 2-year period of the first offense, not less than \$250 or more than \$600, and for a third or subsequent offense within a 2-year period of the first offense, not less than \$500 or more than \$1,000. In addition, the violator shall be responsible for the Village's cost of prosecution, including reasonable attorney fees.
- c. These fines are in addition to the administrative provisions for suspension, revocation or forfeiture of a license issued pursuant to Chapter 15 of this Code. Payment of such fine shall not constitute an admission of guilt or innocence for purposes of such administrative proceedings for suspension, revocation or forfeiture.

SECTION 3: That Chapter 32, Business Regulations, Section 32.02, Vending Machines, of the Lake in the Hills Municipal Code shall be amended to read as follows:

32.02 VENDING MACHINES

G. ~~MINORS:~~ It shall be unlawful for any person under the age of ~~18-21~~ years to ~~operate~~ purchase tobacco products at any coin operated nicotine vending machine licensed in this chapter.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect on April 1, 2019, following its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 14th day of March, 2019 by roll call vote as follows:

| | Ayes | Nays | Absent | Abstain |
|-----------------------------|-------|-------|--------|---------|
| Trustee Stephen Harlfinger | _____ | _____ | _____ | _____ |
| Trustee Ray Bogdanowski | _____ | _____ | _____ | _____ |
| Trustee Bob Huckins | _____ | _____ | _____ | _____ |
| Trustee Bill Dustin | _____ | _____ | _____ | _____ |
| Trustee Suzanne Artinghelli | _____ | _____ | _____ | _____ |
| Trustee Suzette Bojarski | _____ | _____ | _____ | _____ |
| President Russ Ruzanski | _____ | _____ | _____ | _____ |

APPROVED THIS 14TH DAY OF MARCH, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Administration

SUBJECT: Agreement to Provide Telecommunications Services

EXECUTIVE SUMMARY

The Village has been participating in the Suburban Purchasing Cooperative's telecommunications program since 2002. Our current contract for local, long distance, and low baud circuit service is up for renewal. In 2002 the Village entered into agreements with Call One to provide telecommunications services to the Village in the form of local telephone service, long distance telephone service, low baud circuits, and services for other circuits such as ISDN-PRI circuits, Point-to-Point circuits, etc.

Since joining Call One additional services such as the microwave network, wireless security alarms, and auto dialers for all the well houses within the Village have been established. The microwave network has required significant investments and upgrades lately as this is the main connector to SEECOM for dispatch services and for Police Department operations.

Call One once again has been awarded the telecommunications contract by the Suburban Purchasing Cooperative (SPC), and remains as the SPC telecommunications vendor through March 31, 2019. The approval for Call One represents the fourth (4) and final year of four (4) possible one-year extensions. The extension letter from the SPC is attached for reference. The renewal proposal from Call One provides the same rates and discounts we are currently receiving through the Suburban Purchasing Cooperative agreement with Call One.

FINANCIAL IMPACT

The FY 19 budget includes \$137,346 for all telecommunications need of the Village for voice services on all lines and data services on the microwave network system. The Centrex Service is \$9.00 per line (x3) plus a \$5.00 System Charge for a total of \$32.00 a month or \$384.00 a year.

ATTACHMENTS

1. Customer Service Agreement renewal contract with Call One for 1 year
2. Centrex Customer Service Agreement renewal contract with Call One for 1 year
3. Suburban Purchasing Cooperative Telecommunication extension letter
4. Suburban Purchasing Cooperative pricing summary

RECOMMENDED MOTION

Waive competitive bidding and approve customer service agreements with Call One to provide telecommunications services for one additional year under the Suburban Cooperative Purchasing agreement terms.



Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Lake In The Hills
Address 600 Harvest Gate
City Lake In The Hills ST IL ZIP 60156

Please check box to determine term and discount

- 1 Year**
- 2 Year**
- 3 Year**

Additional Charges: Member of MCCG. All rates and discounts contained in this agreement are subject to the rates and discounts contained in the MCCG underlying agreement. Waive carrier access fees. Prices subject to change.

Service/Additional Terms:
Renewal of existing services.

Billing Telephone Numbers (BTN) associated with this account:

| Physical Location | City, State | BTN |
|------------------------------------|-----------------------|---------------------|
| <u>8421 PYOTT RD</u> | <u>LK IN HILS, IL</u> | <u>815-356-9203</u> |
| <u>8397 PYOTT RD</u> | <u>LK IN HILS, IL</u> | <u>815-459-3764</u> |
| <u>71 HILLTOP DR</u> | <u>LK IN HILS, IL</u> | <u>847-458-0313</u> |
| <u>550 HARVEST GATE; Flr 1</u> | <u>LK IN HILS, IL</u> | <u>847-458-0396</u> |
| <u>228 INDIAN TR</u> | <u>LK IN HILS, IL</u> | <u>847-458-0414</u> |
| <u>2 E OAK</u> | <u>LK IN HILS, IL</u> | <u>847-458-0792</u> |
| <u>842 MCPHEE DR; Flr 1</u> | <u>LK IN HILS, IL</u> | <u>847-458-0797</u> |
| <u>1112 CRYSTAL LAKE RD; Flr 1</u> | <u>LK IN HILS, IL</u> | <u>847-458-9436</u> |

Authorized customer signature *Date* *CallOne authorized signature*

Print name *Title* *Print name* *Date*

35195

Billing Telephone Numbers (BTN) (continued):

| | | |
|-------------------------------------|----------------|--------------|
| 9010 HALIGUS RD; Flr 1 | LK IN HILS, IL | 847-515-7017 |
| 600 HARVEST GATE; Flr 1 | LK IN HILS, IL | 847-658-1189 |
| 500 HARVEST GATE; Flr 1 | LK IN HILS, IL | 847-658-1663 |
| 1115 CRYSTAL LAKE RD; Flr 1 | LK IN HILS, IL | 847-658-2160 |
| 226 INDIAN TR; Flr 1 | LK IN HILS, IL | 847-658-3635 |
| 312 COUNCIL TR; Flr 1 | LK IN HILS, IL | 847-658-5626 |
| 359 COUNCIL TR; des control panel | LK IN HILS, IL | 847-658-6908 |
| 401 WRIGHT DR; Flr 1; des well # 10 | LK IN HILS, IL | 847-669-1048 |
| 9006 HALIGUS RD; Flr 1 | LK IN HILS, IL | 847-669-2234 |
| 9300 HALIGUS RD | LK IN HILS, IL | 847-669-5632 |
| 4145 SPRING LAKE DR | LK IN HILS, IL | 847-854-2016 |
| 1109 CRYSTAL LAKE RD; Flr 1 | LK IN HILS, IL | 847-854-5020 |
| 5664 MCKENZIE DR; Flr 1 | LK IN HILS, IL | 847-961-6805 |

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). This agreement shall renew, on the same terms and conditions, for successive one-year terms unless either party has given sixty (60) days prior written notice of termination of this Agreement. Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Early Termination/Cancellation. Customer shall be required to provide Call One a minimum of 30 days' notice in writing of any termination or cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the monthly recurring charges for the remainder of the Term. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to have terminated the Service(s) and will be liable for all early termination charges. (c) If Customer Cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



Centrex Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Lake In The Hills
Address 600 Harvest Gate
City Lake In The Hills ST IL ZIP 60156

Term Agreement: 12 Months

Centrex Monthly Charge: \$9.00

Number of Lines Guaranteed: 2

Additional Charges: Member of MCCG. All rates and discounts contained in this agreement are subject to the rates and discounts contained in the MCCG underlying agreement. Waive carrier access fees. Prices subject to change.

Service/Additional Terms:

Renewal of existing services.

Centrex lines renewed under CSA# 35195

Billing Telephone Numbers (BTN) associated with this account:

| Physical Location | City, State | BTN |
|------------------------------------|-----------------------|---------------------|
| <u>1115 CRYSTAL LAKE RD; Flr 1</u> | <u>LK IN HILS, IL</u> | <u>847-658-2160</u> |

| | | |
|--------------------------------------|--------------|-------------------------------------|
| <u>Authorized customer signature</u> | <u>Date</u> | <u>CallOne authorized signature</u> |
| <u>Print name</u> | <u>Title</u> | <u>Print name</u> <u>Date</u> |

Terms and Conditions

- 1. Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term") Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
- 2. Rates.** By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified to Customer in its monthly invoice or in the applicable state tariff, and will be effective as stated therein. If Customer has elected a Term other than Month-to-Month, the monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service. (c) The penalty will be calculated as follows: $25\% \times (\text{number of lines guaranteed}) \times (\text{line charge} + \text{Centrex charge}) \times (\text{number of months remaining on term})$.
- 6. Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7. Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
- 8. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 9. Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
- 10. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
- 11. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



A Joint Purchasing Program For Local Government Agencies

March 5, 2018

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

Dear Mr. Surdenik,

This letter is to inform you that the Suburban Purchasing Cooperative's (SPC's) Governing Board has approved the fourth and final one-year contract extensions of the SPC Telecommunication Services Vendor for Term Contract to Call One, Inc. Chicago, IL from April 1, 2018 through March 31, 2019. No price increases are associated with this contract extension.

With acceptance of this contract extension, Call One, Inc., Chicago, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded, as well as the additional products and services as outlined in our agreement dated October 1, 2014.

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

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

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

03/05/18

Name: Ellen Dayan
Northwest Municipal Conference

Date

3-2-19

Name: Chris Surdenik
Call One, Inc.

Date

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

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

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

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536



**SCHEDULE A
SUBURBAN PURCHASING COOPERATIVE
Association Pricing**

Pricing is based on 3-year agreement unless otherwise noted

SERVICES

vPRI (Dependent on CO) 15% Discount
Includes: Local Usage Bundle, Caller ID/number only, FlexPath/voice only
Router and Failsafe Routing

Alt Carrier PRI Price Available Upon Request
Includes: Local Usage Bundle, Caller ID name & number and Failsafe Routing

Dynamic IP 1.5M – PRI/POTS/SIP Handoff (Dependent on CO, Optional Speeds Available) \$350.00
Includes: Local Usage Bundle, Caller ID/number only, Router and Failsafe Routing

VPOTS 15% Discount
Includes: Local Usage Bundle includes 500 minutes, up to 24 call paths, Caller ID/number only, FlexPath/voice only, Router and Failsafe Routing

POTS Line – Access Area A, B or C (12-month term)/per line \$23.00

Phone Numbers/DID Number(s) each \$0.20

SIP Sessions – Client Transport

- \$7.00/per session for 60 months
- \$8.00/per session for 36 months

- \$9.00/per session for 24 months
- \$10.00/per session for 12 months

Includes: Local Usage Bundle includes 500 minutes, up to 24 call paths, Call One Transport, FlexPath, Router and Failsafe Routing

POTS Line – Access Area A, B or C (12-month term)/per line \$23.00

EUCL – per Circuit/Line

| | |
|--------------------------|---------|
| vProducts/SIP | \$0.87 |
| vProduct Presubscription | \$0.33 |
| Alt Carrier PRI | \$31.40 |
| POTS | \$5.95 |



USAGE per minute rate

| | |
|--|---------|
| Band-A | \$0.015 |
| Band-B | \$0.032 |
| Band-C | \$0.018 |
| Intrastate | \$0.029 |
| Interstate | \$0.029 |
| 800 Service | \$0.029 |
| (Rates subject to change based on type of service) | |

MISCELLANEOUS (12-month term)

| | |
|---|--------------|
| Features | 30% Discount |
| Low Baud/Alarm Circuits (based on Call One Tariff rate) | 30% Discount |
| Caller ID without Name Display (POTS) per line | \$5.00 |
| Caller ID with Name Display (POTS) per line | \$7.00 |
| Voice Mail per mailbox | \$8.00 |
| Remote Call Forwarding per path (RCF-Limit 5) | \$5.50 |
| Centrex Charge per line (Trunking Equivalency) | \$9.00 |

*All Prices Subject to change



INFORMATIONAL MEMORANDUM

MEETING DATE: March 12, 2019
DEPARTMENT: Administration
SUBJECT: Wellness Incentive for 2019

EXECUTIVE SUMMARY

This informational item is being presented to provide an update on the current wellness program and detail the proposed wellness incentive for 2019. In March 2018, the Village partnered with Interactive Health and Northwestern Medicine (formerly Centegra Health System) to create a wellness program for employees that would incentivize their participation by offering a reduction in health premiums for those that reached their health goal. During the first program year, employees needed to achieve 450 points to receive a wellness incentive. This program was an immediate success doubling participation and 54% of eligible employees received a wellness incentive for the 2018-2019 benefit plan year. The current wellness program began September of 2018 and will conclude in May 2019. Employees who achieve 600 points by May 31, 2019 will continue to benefit from a reduced premium and will lock in their employee contribution percentage at 6% for HDHP, 7% for HMO and 18% for PPO health plans. Employees who choose not to participate or do not achieve 600 points, will experience an increase in their employee contribution percentage for 2019-2020. Currently, non-wellness employee contribution percentages are at 7% for HDHP, 8% for HMO and 19% for PPO health plans. Staff is recommending an increase to the current non-wellness employee contribution percentages, but will determine the amount of the increase once insurance renewals are received and evaluated. Currently, 68 employees are on track to reach 600 points by May 31st. However, there is still time for employees who did not initially decide to participate to still earn 600 points by the end of May, so participation may levels increase. The KPI for wellness participation is set at 70% for 2019.

FINANCIAL IMPACT

For FY19, \$10,600 has been budgeted to cover the program costs based on a 75% participation rate in the health evaluation, the most costly part of the program. Overall healthcare costs to the Village, may be reduced by early detection and lifestyle changes, which was apparent in the first program year. Interactive Health was able to determine a cost avoidance of \$2,286 for 2 employees improving their overall health as related to a pre-diabetes determination. These cost avoidance dollars should increase as more employees engage in the wellness program.

ATTACHMENTS

1. Cost Avoidance Analysis

SUGGESTED DIRECTION

To proceed with offering a wellness incentive that is tied to insurance premiums and lock in the current wellness employee contribution percentages of 6% for HDHP, 7% for HMO and 18% for PPO health plans for benefit plan year 2019-2020. A determination on non-wellness employee contribution percentages will be determined after insurance renewals are received and evaluated for 2019-2020.

Impact to the Business

Cost Avoidance Analysis

Our cost avoidance model is a simple, transparent and, most importantly, conservative estimate of the hard dollars your organization has avoided because of the positive health migrations of your members over the last program year.

The model looks at the prevalence and risk migration of five health conditions that substantially impact medical spend. The incremental condition costs, inclusive of medical and pharmacy, are based on credible research literature from sources such as the American Diabetes Association, National Center of Biotechnology Information and the Journal for Managed Care Pharmacy.

This analysis is intended to provide an illustration of the program's overall value to your bottom line. Interactive Health believes this provides important evidence on the success and benefits of your wellness program investment.

| | Condition Prevalence | # of Repeat Members with Condition | # Migrated to Healthier State | Incremental Condition Cost per Case | Estimated Cost Avoidance |
|---------------------------------------|----------------------|------------------------------------|-------------------------------|-------------------------------------|--------------------------|
| <i>Out of Control Diabetes</i> | 0.0% | 0 | 0 | \$17,404 | \$0 |
| <i>Pre-Diabetes</i> | 23.8% | 5 | 2 | \$1,143 | \$2,286 |
| <i>Metabolic Syndrome</i> | 19.0% | 4 | 0 | \$3,713 | \$0 |
| <i>Hypertension</i> | 0.0% | 0 | 0 | \$1,234 | \$0 |
| <i>Anemia</i> | 0.0% | 0 | 0 | \$11,217 | \$0 |
| Total Estimated Cost Avoidance | | | | | \$2,286 |
| Estimated Cost of Program | | | | | (\$7,802) |
| Net Estimated Cost Avoidance | | | | | (\$5,516) |

Estimated Cost Avoided Per Dollar Spent: \$0.29



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Public Works

SUBJECT: **2019 Spending Authority for the Second Half of the Sunset Park Turf Restoration Project**

EXECUTIVE SUMMARY

During the Village's annual Labor Day weekend Summer Sunset Festival at Sunset Park, an estimated 7.41 inches of rain fell over a 72 hour period which resulted in significant turf damage from vehicles and equipment leaving the event. In order to repair the turf damage, on September 7, 2018, Village staff released a Request for Proposals (RFP) on the Village website, seeking the services of a contractor to perform turf restoration at Sunset Park. Village staff emailed over 50 vendors to notify them of this RFP opportunity and published this RFP opportunity in the *Northwest Herald*. On September 17, 2018, Public Works opened and read four sealed proposals. Landscapes by Gary Weiss Inc., of Woodstock, IL were the lowest responsible bidder for the total amount of \$82,270.00. After checking references, Village staff recommended award to Landscapes by Gary Weiss and on September 27, 2018, the Village Board approved a contract with this contractor for turf restoration services that would take place in the fall of 2018 and spring of 2019.

The contractor filled and graded all turf depressions to the Village's satisfaction in the fall of 2018 and were paid \$47,370.00 in 2018 for the first half of the project. Village staff are now requesting 2019 spending authority in the amount of \$34,900.00 for the second half of this project that includes over-seeding, fertilizing and tasks to ensure that the new turf is level and free of depressions.

FINANCIAL IMPACT

The \$34,900.00 will be paid out of 100.40.40.61.04, which is a Parks and Recreation Department account in the General Fund used for maintenance of the Sunset Park grounds. It should be noted that the Village's insurance company reimbursed the Village for the full cost of the turf restoration services, less the policy deductible amount of \$10,000.00.

ATTACHMENTS

1. 2018 Award Recommendation

RECOMMENDED MOTION

Motion to approve spending authority in 2019 in the amount of \$34,900.00 with Landscapes by Gary Weiss Inc., of Woodstock, IL for the second half of the Sunset Park Turf Restoration Project.

LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Scott Parchutz, Public Properties Superintendent
Date: September 17, 2018
Subject: Recommendation to Accept Bid from Landscapes by Gary Weiss / Sunset Park Turf Restoration

I recommend that we accept the proposal and award a purchase order to Landscapes by Gary Weiss in the amount of \$82,270.00. The Sunset Park Turf Restoration Request for Proposal (RFP) opportunity was published in the Northwest Herald. The RFP was also posted to the Village website, and email notifications of this RFP opportunity were sent to over fifty companies. At the September 17, 2018, RFP opening, four submissions were received and read:

- Landscapes by Gary Weiss - \$82,270.00
- Americana Landscape Group, Inc. - \$82,700.00
- Lawncare By Walter, Inc.- \$89,100.00
- TNT Landscape Construction, Inc. - \$178,745.00

Gary Weiss provided the lowest responsible bid in the amount of \$82,270.00. Landscapes by Gary Weiss is a large landscaping company that has been in business for over 30 years. They have provided several professional references by companies that have used them for contracted services from seven to twenty-eight years. All of their references stated they were dependable, responsive and have contracted with them for projects ranging from \$80,000 to over \$500,000 with satisfactory results. Each commented that they recommend that we hire them for our project.

I recommend that we accept the proposal and award a purchase order to Landscapes by Gary Weiss in the amount of \$82,270.00. A recommendation will be made at the Committee of the Whole meeting on September 25, 2018.



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Public Works

SUBJECT: **2019 Spending Authority for the Second Half of the Randall Road Water Main Relocation Project**

EXECUTIVE SUMMARY

For several years, McHenry County has been planning for improvements to Randall Road to facilitate the free flow of traffic, ensure the safety of the motoring public, and improve capacity along this corridor and also intersecting regional corridors such as Algonquin Road. In the fall of 2017, the Village was informed by the County that it was moving forward with a project to widen Randall Road to six lanes, from Harnish Drive in Algonquin, north to Polaris Drive in the Village. The project also includes additional turn lanes at the intersection of Randall and Algonquin Roads.

To help facilitate this project, the Village is relocating its existing water main on Randall Road from Algonquin Road to Polaris Drive, as well as sections of adjacent water main on Algonquin Road and sections of water main on easements that are currently fed water by the Randall Road water main. After a competitive bid process was conducted last year, the Village Board approved a contract with Mauro Sewer Construction Inc. ("Mauro"), on August 23, 2018, to perform the water relocation work.

In 2018, Mauro began work west of Randall Road and a small section near the Ace Hardware north of Acorn Lane and approximately \$88,865.10 was expended in 2018 before cold weather closed out the excavation season for the year. Village staff are now requesting 2019 spending authority in the amount of \$526,086.85 (which includes \$9,873.90 in retainage from 2018) for the second half of this project. Mauro plans to return later this month to begin the second half of the project.

FINANCIAL IMPACT

Funding for the second half of this project is included in the 2019 budget within the Water Fund.

ATTACHMENTS

1. 2018 Award Recommendation

RECOMMENDED MOTION

Motion to approve spending authority in 2019 in the amount of \$526,086.85 with Mauro Sewer Construction Inc., for the second half of the Randall Road Water Main Relocation Project.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup; Public Works Director
From: Ryan McDillon, Water Superintendent
Date: August 10, 2018
Subject: Randall Road Water Main relocation award

It is my recommendation to award a contract to Mauro Sewer construction Inc. for the Randall Road Water Main relocation project. The project came in significantly higher than the engineers estimate for the following reasons.

1. The limits and extents of the construction changed from the time the budget number was created and the time of the bid opening. The scope of the project almost doubled in regards to water main installation, and \$50,000 was added for line stops as a safety measure to the local restaurants.
2. The original \$300,000 budget number was derived from numbers assuming 2 inch service lines. As the project was designed, it was discovered that several of the buildings utilize 4 and even 6 inch service lines which also added cost to the project.

Looking at the project in the overall picture, we know that the reduced scope for the Industrial Water Main Extension allowed for reduced bid prices, which compensates for the budget overage. Combine that with the fact that the Randall road project are basically a mandate from the county, it is my recommendation that the Village Board approve a contract in the amount of \$614,951.95 to Mauro Sewer Construction Inc.



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Public Works

SUBJECT: **Agreement for Engineering and Design Services for the First Phase of the Runway Improvement Project with Crawford, Murphy and Tilly, Inc.**

EXECUTIVE SUMMARY

The Village has a master agreement with Crawford, Murphy and Tilly, Inc. (CMT) for aviation consulting services. Over the next five years, the Village plans to undertake a three-phase runway improvement project that will resurface the existing runway pavement and allow airport patrons to use more of the existing pavement. The length of the existing runway will not increase as a result of this three phase runway improvement project. However, the first phase of this project requires CMT to provide engineering and design services to eliminate the existing displaced thresholds - which will allow airport patrons to use more of the existing runway pavement during aircraft landings and takeoffs. The existing displaced thresholds have been required by the Federal Aviation Administration (FAA) to maintain adequate clearances between aircraft and obstacles on the ground. However, over the past several years, the obstacles have been eliminated and Village and CMT staff believe that the FAA would now allow the displaced thresholds to be eliminated if an engineering and design study showed that the displaced thresholds were no longer necessary.

The attached agreement with CMT for phase one engineering and design services is in the amount of \$47,700.00, of which the Village is responsible for 5% or \$2,385.00. Federal grants will cover 90% while the State of Illinois will contribute the final 5%. The attached agreement with CMT is attached for your review and consideration.

FINANCIAL IMPACT

The Village's 2019 budget includes funding in the Airport Fund for engineering and design services. Upon completion of the phase one engineering and design services, the Village will pay CMT the entire \$47,700.00 fee, but will then be reimbursed for 95% of the expenses, as mentioned previously.

ATTACHMENTS

1. Agreement with CMT

RECOMMENDED MOTION

Motion to approve the agreement with Crawford, Murphy and Tilly, Inc. for engineering and design services in an amount not to exceed \$47,700.00, for the first phase of the runway improvement project.

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

Preliminary Assessment and Schematic Design

Construction Phase Services

Design Phase Services

Planning and Special Services

THIS AGREEMENT, made at Lake in the Hills, Illinois, this 21st day of February
in the year 2019 by and between the Village of Lake in the Hills
(hereinafter referred to as the "Sponsor"), and Crawford, Murphy and Tilly, Inc.
(hereinafter referred to as the "Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the Lake in the Hills Airport (3CK) in McHenry County, state of Illinois; and the project shall be identified as the Illinois Project No. 3CK-4423; AIP Project No. 3-17-SBGP-120/133/139; The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I.G., Detailed Scope of Services):

Obstruction Evaluation, Obstruction Removal and Runway Threshold Marking

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to "*regulate and supervise aeronautics within this state*", with "*aeronautics*" defined as "*...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports...*". The Department shall not expend any funds appropriated, or made available for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN – Included with Paragraph I.B

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted.

Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES – Not included in this agreement

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or

stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.

- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

d. FINAL INSPECTION

Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

e. SAFEGUARD THE SPONSOR

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.

f. OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Sponsor, including surveys, sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

D. PLANNING AND SPECIAL SERVICES

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the “official notice-to-proceed” (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department’s Office of Planning and Programming, indicating the project’s inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor’s receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is

required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES *(See Attachment V for additional scope description).*

Under this agreement the Engineer will provide design phase services as provided for herein. The proposed project will include the design phase services for the **Obstruction Evaluation, Obstruction Removal and Runway Threshold Marking.**

The design phase engineering effort contained within this agreement has been based on the following additional scope related parameters, understanding of proposed improvements and anticipated level of effort:

- I. General
 - a. The project schedule is based on the anticipation that the project will be placed on an IDOT letting no later than August 2, 2019. As such, all engineering effort is expected to be completed by the letting date and no additional effort will be required on the project after the anticipated award date.
- II. Topographic Survey and Data Gathering
 - a. Horizontal and vertical control will be reestablished and extended as necessary to complete the area survey. The horizontal datum used will be the Illinois State Plane Coordinate System of the North American Datum of 1983 (NAD83). This control will be established utilizing GPS and conventional ground surveys as needed. Vertical elevations will reference the North American Vertical Datum of 1988 (NAVD88).
 - b. The topographic survey will show the existing site conditions for the existing runway light locations and runway pavement markings. The Runway 8/26 runway safety areas pavement area will be cross-sectioned at approximately 50 foot intervals. Surveyed areas will be limited to the RSAs (150' x 300') plus transitions of 50'
 - c. Utility information will be recorded to the extent practical and visible or marked by the utility owners.
- III. Project Improvements
 - a. Relocation of the existing runway stake mounted lights
 - b. Installation of new stake mounted runway lights as necessary due to new light spacing or existing light condition
 - c. Grading within the Runway End safety areas
 - d. Remark of the runway threshold, numeral designations and centerline marking to facilitate new threshold location
 - e. Landscaping as defined by the limits of runway end safety grading
- IV. Special Services
 - a. Aerial Photography and Mapping (per attached Scope of Services from Quantum)
 - b. Coordination on AGIS website

- c. GIS Data Development
- d. Obstruction Evaluation
- e. ALP Update
- f. NEPA Clearance and preparation of Environmental Review
- g. Airspace submittal

The anticipated effort and estimated manhours for each Task is defined within Attachments B, B-1, B-2, B-3, D, D-1, D-2 and D-3 contained within this contract.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN – Compensation Included in Paragraph II.B

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

- 1. a lump sum payment of \$ N/A (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

- 1. a cost plus a fixed payment of \$ \$6,040.00
 total amount not to exceed \$ \$47,700.00 unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.

2. a lump sum payment of \$ N/A unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES – Not included in this Agreement

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H, Detailed Scope of Services,

1. a cost plus a fixed payment of \$ N/A
total amount not to exceed \$ N/A unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ \$10,500.00
total amount not to exceed \$ \$116,600.00 unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
2. a lump sum payment of \$ N/A unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments

to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)

(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The Village of Lake in the Hills hereby certifies that it
(Sponsor)
has completed the prescribed qualifications based consultant selection procedures.

The firm of (Crawford, Murphy and Tilly, Inc.) of (Springfield, IL) has
(Consultant) (Location)
been selected to provide the engineering services required for the project on:

March 27, 2014
(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

Date

Sign Name

Print Name

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the _____ Senior Vice President & COO _____(title) and duly authorized representative of the firm _____ Crawford, Murphy & Tilly, Inc. _____.

whose address is _____ 2750 West Washington Street, Springfield, IL 62702 _____, and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

February 21, 2019
Date

Sign Name

Brian R. Welker, P.E.,
Print Name

Senior Vice President & COO
Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844662
. (I am) (This firm is) doing business as a (please check one):

Individual Partnership Corporation

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBE> Directory. The percent of work is computed based on the individual subconsultant's work effort in each category

Firm Name: N/A

Subcontract Amount (\$): _____ **N/A** _____

| Prequalification Category | % of Work | DBE Certification |
|---------------------------|-----------|-------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR # _____ 93788-00 _____.

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug violations.
 - c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
 - d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
 - f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
 - g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT

(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Corporation)

The undersigned, being a duly authorized representatives of Crawford, Murphy and Tilly, Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

21st day of February, AD, 2019

Crawford, Murphy & Tilly, Inc.
Corporation

BY _____

BY _____

Kevin D. Nelson, PE, Vice President
Printed Name & Title

Brian R. Welker, PE, Sr Vice President & COO
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

N/A

_____ , hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____ , AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of *any* debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower

tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

LIST OF ATTACHMENTS

| | |
|---------------------------------|--|
| <u>ATTACHMENT A / A1</u> | PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u> |
| <u>ATTACHMENT B / B1</u> | DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u> |
| <u>ATTACHMENT C / C1</u> | CONSTRUCTION PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u> |
| <u>ATTACHMENT D / D1</u> | PLANNING AND SPECIAL SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u> |
| <u>ATTACHMENT E</u> | ENGINEERING REPORT (General Guidance) |
| <u>ATTACHMENT F</u> | RESIDENT ENGINEER'S DIARY (Standard Format) |
| <u>ATTACHMENT G</u> | COST PLUS FIXED PAYMENT INVOICE (Standard Format) |
| <u>ATTACHMENT H</u> | LUMP SUM INVOICE (Standard Format) |
| <u>ATTACHMENT I</u> | EFFORT DETAIL BREAKDOWN (Standard Format) |
| <u>ATTACHMENT J</u> | TESTING SCHEDULE |
| <u>ATTACHMENT K</u> | TESTING RATES & COST SUMMARY |
| <u>ATTACHMENT L</u> | SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS |
| <u>ATTACHMENT M</u> | SUMMARY OF OVERHEAD AND INDIRECT COSTS |
| <u>ATTACHMENT N</u> | PROJECT CERTIFICATION |
| <u>ATTACHMENT O</u> | DBE FINAL DOCUMENTATION |
| <u>ATTACHMENT P</u> | PROJECT SKETCH |
| <u>ATTACHMENT Q</u> | PROJECT LETTING SCHEDULE |
| <u>ATTACHMENT R</u> | OP&P PROGRAM LETTER |
| <u>ATTACHMENT S</u> | CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER |
| <u>ATTACHMENT T</u> | CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS |
| <u>ATTACHMENT U</u> | RETAINER AGREEMENT |

ATTACHMENT A

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF COSTS

| <u>Category</u> | <u>Amount (\$)</u> |
|--|------------------------|
| 1. <u>Direct Salary Costs</u> | _____ (ATTACHMENT A-1) |
| 2. <u>Labor and General and Administrative Overhead</u> ¹ | _____ |
| 3. <u>Direct Nonsalary Expenses</u> | |
| Lodging ^{2,3} | _____ |
| Meals/Per Diem ^{2,3} | _____ |
| Transportation ² | _____ |
| Materials & Supplies | _____ |
| Printing | _____ |
| CADD time ⁴ | _____ |
| Other Costs (excluding outside services) | _____ |
| 4. <u>Fixed Payment</u> ⁵ | _____ |
| 5. <u>Outside Services</u> | _____ |
| Lump Sum | |
| Total Amount Not to Exceed | \$ _____ |

Estimated cost of total professional design phase services from TIP: \$ _____

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT A-1

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

| Classification* | Hours | \$Rate/Hour | Cost (\$) |
|-------------------------------|---------|-------------|---|
| Principal | _____ | _____ | _____ |
| Vice Principal | _____ | _____ | _____ |
| Project Manager | _____ | _____ | _____ |
| Senior Project Engineer | _____ | _____ | _____ |
| Senior Project Architect | _____ | _____ | _____ |
| Project Engineer | _____ | _____ | _____ |
| Project Architect | _____ | _____ | _____ |
| Senior Engineer | _____ | _____ | _____ |
| Senior Architect | _____ | _____ | _____ |
| Engineer | _____ | _____ | _____ |
| Planner | _____ | _____ | _____ |
| Registered Land Surveyor | _____ | _____ | _____ |
| Land Surveyor | _____ | _____ | _____ |
| Senior Engineering Technician | _____ | _____ | _____ |
| Engineering Technician | _____ | _____ | _____ |
| Engineering Assistant | _____ | _____ | _____ |
| CADD/Draftsman/Technician | _____ | _____ | _____ |
| Clerical | _____ | _____ | _____ |
| Total | _____ | _____ | _____ |
| | (hours) | (average) | \$ (total direct salary costs) (ATTACHMENT A) |

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT B

DESIGN PHASE SERVICES
Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking

Attachment B
Preliminary Design and Design Phase
ESTIMATE OF COSTS

| <u>CATEGORY</u> | | <u>AMOUNT</u> |
|---|-----------------------------------|---------------|
| 1 <u>Direct Salary Costs</u> | | \$15,198.10 |
| 2 <u>Labor and General and Administrative Overhead</u> ¹ | 60.81% | \$9,241.96 |
| 3 <u>Direct Nonsalary Expenses</u> | 110.54% | \$16,799.98 |
| Lodging ^{2,3} | | \$ - |
| Meals/Per Diem ^{2,3} | | \$ - |
| Transportation ² | | \$ 232.00 |
| Materials & Supplies | | \$ - |
| Printing | | \$ 80.00 |
| CADD time ⁴ | | \$ - |
| Other Costs (Excluding outside Services) | | \$ 88.00 |
| 4 <u>Fixed Payment</u> ⁵ | | \$6,040.00 |
| 5 <u>Outside Services/Subconsultants</u> | | \$0.00 |
| Geotechnical Investigation | | \$0.00 |
| | Cost Plus Fixed Payment | \$47,680.04 |
| | Total Amount Not to Exceed | |
| Or | Use = | \$47,700.00 |

Estimated Construction Cost: \$ 250,000.00 (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B-1

DESIGN PHASE SERVICES

| <u>CLASSIFICATION</u> | <u>TIME REQUIRED</u> <u>(HOURS)</u> | <u>HOURLY</u> <u>WAGE</u> | <u>SALARY</u> <u>EXPENSE</u> |
|-------------------------------------|--|------------------------------|---------------------------------|
| PRINCIPAL | 0 | \$72.00 | \$0.00 |
| PROJECT ENGINEER II | 69 | \$62.55 | \$4,315.95 |
| PROJECT ARCHITECT II | 0 | \$51.06 | \$0.00 |
| PROJECT MANAGER II | 0 | \$50.88 | \$0.00 |
| PROJECT ENGINEER I | 0 | \$49.19 | \$0.00 |
| PROJECT ENVIRONMENTAL SPECIALIST I | 0 | \$48.58 | \$0.00 |
| PROJECT MANAGER I | 0 | \$39.25 | \$0.00 |
| PROJECT STRUCTURAL ENGINEER I | 0 | \$48.27 | \$0.00 |
| SENIOR ENGINEER I | 100 | \$37.26 | \$3,726.00 |
| SENIOR ARCHITECT I | 0 | \$42.52 | \$0.00 |
| TECHNICAL MANAGER II | 0 | \$43.45 | \$0.00 |
| SENIOR PLANNER I | 0 | \$39.29 | \$0.00 |
| GIS SPECIALIST | 0 | \$34.49 | \$0.00 |
| ENVIRONMENTAL SPECIALIST II | 0 | \$36.17 | \$0.00 |
| SENIOR STRUCTURAL ENGINEER II | 0 | \$47.86 | \$0.00 |
| SENIOR STRUCTURAL ENGINEER I | 0 | \$36.09 | \$0.00 |
| ENGINEER I | 81 | \$30.05 | \$2,434.05 |
| STRUCTURAL ENGINEER I | 0 | \$32.48 | \$0.00 |
| PLANNER I | 0 | \$27.60 | \$0.00 |
| ENVIRONMENTAL SPECIALIST I | 0 | \$26.11 | \$0.00 |
| TECHNICAL MANAGER I | 0 | \$30.07 | \$0.00 |
| LAND SURVEYOR | 28 | \$41.58 | \$1,164.24 |
| SENIOR TECHNICIAN II | 52 | \$47.31 | \$2,460.12 |
| SENIOR TECHNICIAN I | 28 | \$35.33 | \$989.24 |
| TECHNICIAN II | 0 | \$29.86 | \$0.00 |
| TECHNICIAN I | 0 | \$23.96 | \$0.00 |
| PROJECT ADMINISTRATIVE ASSISTANT | 0 | \$22.64 | \$0.00 |
| ADMINISTRATIVE/ACCOUNTING ASSISTANT | 5 | \$21.70 | \$108.50 |
| <i>AVERAGE</i> | | | |
| TOTAL | 363 | \$41.87 | \$15,198.10 |

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT B-2

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking

Attachment B-2

Preliminary Design and Design Phase
Estimated Cost Breakdown Items 4, 5, 6 & 7

Item

4 MATERIALS AND SUPPLIES

| | | | | | | |
|--|--|--|--|----|---|-------------|
| Surveying Supplies (paint, lathe, stakes, etc) | | | | \$ | - | |
| Drafting Media | | | | \$ | - | |
| Misc. Equipment and Direct Project Supplies | | | | \$ | - | |
| Sub-Total | | | | | | \$ - |

5 TRAVEL

| | | | | | | |
|---------------------------|-----|--------|----------|----|--------|------------------|
| Travel Reimbursement | 400 | miles@ | \$ 0.580 | \$ | 232.00 | |
| Other Subsistence & Tolls | | | | \$ | - | |
| Sub-Total | | | | | | \$ 232.00 |

| | | | | | | |
|----------------------------------|---|--------|-----------|----|---|------|
| Lodging (Not in Fixed Fee comp.) | 0 | days @ | \$ 100.00 | \$ | - | \$ - |
|----------------------------------|---|--------|-----------|----|---|------|

6 PRINTING

| | | | | | | |
|------------------|----|---------|---------|----|-------|-----------------|
| Full Size Prints | 30 | sheets@ | \$ 2.40 | \$ | 72.00 | |
| Photo-copies | 40 | sheets@ | \$ 0.20 | \$ | 8.00 | |
| Sub-Total | | | | | | \$ 80.00 |

7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

| | | | | | | |
|--|--|-------|--|----|-------|-----------------|
| Photos/Developing | | | | \$ | - | |
| Direct Project Shipping Expense | | | | \$ | 88.00 | |
| Unassigned Misc Project Direct Expense | | Misc. | | \$ | - | |
| Sub-Total | | | | | | \$ 88.00 |

\$ 400.00

ATTACHMENT B-3
(Sheet 1 of 3)

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Marking

Attachment B-3
Cost Estimate of Consultant Services (By Task)

| Phase # | Element of Work | Hours | Ave Hourly Rate | Total Direct Labor | % of Total Labor | Principal | Project Engineer II | Project Manager II | Project Engineer I | Project Manager I | Senior Engineer I | Technical Manager II | Engineer I | Technical Manager I | Land Surveyor | Senior Technician II | Senior Technician I | Technician II | Technician I | Administrative/Accounting Assistant |
|---|---|-------|-----------------|--------------------|------------------|-----------|---------------------|--------------------|--------------------|-------------------|-------------------|----------------------|------------|---------------------|---------------|----------------------|---------------------|---------------|--------------|-------------------------------------|
| Design Phase (Per Section I.B. of Agreement) | | | | | | | | | | | | | | | | | | | | |
| 1000 | Preliminary Assessment and Schematic Design | 129 | \$41.26 | \$5,323.05 | 35.02% | 0 | 17 | 0 | 0 | 0 | 30 | 0 | 14 | 0 | 28 | 12 | 28 | 0 | 0 | 0 |
| 1100 | Preliminary Work Items | 16 | \$49.00 | \$784.06 | 5.16% | 0 | 8 | 0 | 0 | 0 | 6 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1110 | 1110 Scope Refinement and Project Definition | 4 | \$62.55 | \$250.20 | 1.65% | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1120 Site Visit/Review by Design Team | 6 | \$37.26 | \$223.56 | 1.47% | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1130 Pre-Design Meeting and Preparation | 4 | \$62.55 | \$250.20 | 1.65% | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1140 Review Record Drawings and Available Data | 2 | \$30.05 | \$60.10 | 0.40% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1200 | Surveys/Field Investigations/Verify Existing Cond. | 64 | \$39.56 | \$2,531.96 | 16.66% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | 8 | 28 | 0 | 0 | 0 |
| | 1210 Topo/Cross-Section Survey Field Work | 56 | \$38.46 | \$2,153.48 | 14.17% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | 0 | 28 | 0 | 0 | 0 |
| | 1220 Office Download of Field Data/Reduce Surveys & Prepare Models | 8 | \$47.31 | \$378.48 | 2.49% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 |
| 1300 | Prel. Plan Concept Develop (35% Design Report) | 40 | \$41.88 | \$1,675.24 | 11.02% | 0 | 8 | 0 | 0 | 0 | 20 | 0 | 8 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| | 1310 General Scope Refinement Development/Overall Limits | 9 | \$40.48 | \$364.29 | 2.40% | 0 | 2 | 0 | 0 | 0 | 4 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1311 Pavement History Research and Review | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1312 Sequence of Construction Concepts/Layouts | 3 | \$45.69 | \$137.07 | 0.90% | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1313 Existing Conditions Validation/Review | 4 | \$43.58 | \$174.33 | 1.15% | 0 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1314 Preliminary Typical Sections | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1315 Prelim. Geometric Plan | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1316 Prelim. Pavement Design and Matl. Selection Detail/Justifications | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1317 Prelim. Grading Plans and Concept | 3 | \$37.26 | \$111.78 | 0.74% | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1318 Prelim. Drainage Concept, Impacts and Features and Prelim. Pipe Sizing and Route Plans | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1319 Prelim. Lighting/Electrical Design Concept/Scope, Define Required Light Levels | 5 | \$47.38 | \$236.88 | 1.56% | 0 | 2 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1320 Miscellaneous Design Features: Fencing, Turfing and Marking Design & Layout | 4 | \$33.66 | \$134.62 | 0.89% | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1321 Utility Impacts, Delineations and Relocations Design Considerations. | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1322 Review and Evaluations of FAA Mods to Standards and Special Considerations | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1323 Review/Discuss Local Code Conditions/Requirements and Impacts to the Project | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1324 Exhibits Preparation & Development in Support of Preliminary Design Report | 12 | \$43.02 | \$516.27 | 3.40% | 0 | 2 | 0 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| | 1325 Agency Coordination/Soils Investigation & Coord. & Discussion of Soils Impact on Design and Construction | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1400 | Preliminary Identification & List of Expected Specifications | 2 | \$37.26 | \$74.52 | 0.49% | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1500 | Prel. Opinion of Probable Cost, Quantity Evaluations, Computations and Funding Review; Preliminary Estimate of Time | 7 | \$36.75 | \$257.27 | 1.69% | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1600 | Special Conditions or Unique Design Considerations as Appropriate for the Design | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

ATTACHMENT B-3
(Sheet 2 of 3)

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Marking

Attachment B-3
Cost Estimate of Consultant Services (By Task)

| Phase # | Element of Work | Hours | Ave Hourly Rate | Total Direct Labor | % of Total Labor | Principal | Project Engineer II | Project Manager II | Project Engineer I | Project Manager I | Senior Engineer I | Technical Manager II | Engineer I | Technical Manager I | Land Surveyor | Senior Technician II | Senior Technician I | Technician II | Technician I | Administrative/Accounting Assistant |
|---|--|------------|-----------------|--------------------|------------------|-----------|---------------------|--------------------|--------------------|-------------------|-------------------|----------------------|------------|---------------------|---------------|----------------------|---------------------|---------------|--------------|-------------------------------------|
| Design Phase (Per Section I.B. of Agreement) | | | | | | | | | | | | | | | | | | | | |
| 2000 | Plan and Document Development - Detailed Design (35% to 80% Level) | 167 | \$40.59 | \$6,779.31 | 44.61% | 0 | 25 | - | - | - | 50 | - | 52 | - | - | 36 | - | - | - | 4 |
| 2100 | Review and Resolve Prelim Design Issues From Design Report Stage | 6 | \$51.72 | \$310.30 | 2.04% | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2110 Review 35% Design Report with Owner/IDA/FAA - conference call if needed | 2 | \$62.55 | \$125.10 | 0.82% | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2120 Resolve Outstanding Issues from 35% Report Review | 4 | \$46.30 | \$185.20 | 1.22% | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2200 | Plan Set/Drawing Development | 117 | \$40.27 | \$4,711.01 | 31.00% | 0 | 11 | 0 | 0 | 0 | 30 | 0 | 40 | 0 | 0 | 36 | 0 | 0 | 0 | 0 |
| | 2210 Cover/Summary of Quantities/General Items | 6 | \$35.80 | \$214.82 | 1.41% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 2 | 0 | 0 | 0 | 0 |
| | 2211 Sequence of Construction/Phasing Plan | 16 | \$41.13 | \$658.10 | 4.33% | 0 | 2 | 0 | 0 | 0 | 6 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| | 2212 Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP | 18 | \$42.93 | \$772.82 | 5.08% | 0 | 2 | 0 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 8 | 0 | 0 | 0 | 0 |
| | 2213 Utility Plan and Relocation Plan (As necessary) | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2214 Proposed Improvement Plan and Geometry Plan | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2215 Typical Sections | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2216 Pavement Design/Geometry/Paved Shldr. Mods | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2217 Plan and Profile Plan Sheets | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2218 Drainage and Edge Drain Design | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2219 Underdrain Plan and Details | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2220 Grading and Staking Plan | 20 | \$41.36 | \$827.24 | 5.44% | 0 | 2 | 0 | 0 | 0 | 8 | 0 | 4 | 0 | 0 | 6 | 0 | 0 | 0 | 0 |
| | 2221 PCC Jointing Plan and Details/Transition Details | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2222 Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements | 18 | \$41.91 | \$754.36 | 4.96% | 0 | 4 | 0 | 0 | 0 | 2 | 0 | 8 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| | 2223 Earthwork Distribution and Cross Sections | 15 | \$38.74 | \$581.13 | 3.82% | 0 | 1 | 0 | 0 | 0 | 4 | 0 | 6 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| | 2224 Restoration and Landscaping Plan | 8 | \$36.17 | \$289.34 | 1.90% | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 2 | 0 | 0 | 0 | 0 |
| | 2225 Misc Design Elements (e.g. Marking, Fencing, etc.) | 16 | \$38.33 | \$613.20 | 4.03% | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 6 | 0 | 0 | 6 | 0 | 0 | 0 | 0 |
| | 2226 Other Items as Necessary for Unique project elements | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2300 | Development of Technical Specifications (New Comprehensive Full FAA Spec for 2017) | 20 | \$44.26 | \$885.28 | 5.82% | 0 | 8 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| 2400 | Quantity Computations, Development of Opinion of Prob. Cost and Estimate of Contract Time | 24 | \$36.36 | \$872.72 | 5.74% | 0 | 2 | 0 | 0 | 0 | 12 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2410 Quantity Computations | 12 | \$33.66 | \$403.86 | 2.66% | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2420 Cost Estimate Preparation and Development | 5 | \$39.43 | \$197.17 | 1.30% | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2430 Estimate of Time Preparation and Development | 5 | \$39.43 | \$197.17 | 1.30% | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2440 Prepare DBE Goals and Estimate | 2 | \$37.26 | \$74.52 | 0.49% | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

ATTACHMENT B-3

(Sheet 3 of 3)

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Marking

Attachment B-3

Cost Estimate of Consultant Services (By Task)

| Phase # | Element of Work | Hours | Ave Hourly Rate | Total Direct Labor | % of Total Labor | Principal | Project Engineer II | Project Manager II | Project Engineer I | Project Manager I | Senior Engineer I | Technical Manager II | Engineer I | Technical Manager I | Land Surveyor | Senior Technician II | Senior Technician I | Technician II | Technician I | Administrative/ Accounting Assistant |
|---|---|------------|-----------------|---------------------|------------------|-----------|---------------------|--------------------|--------------------|-------------------|-------------------|----------------------|------------|---------------------|---------------|----------------------|---------------------|---------------|--------------|---|
| | | | | | | | | | | | | | | | | | | | | |
| Design Phase (Per Section I.B. of Agreement) | | | | | | | | | | | | | | | | | | | | |
| 3000 | Plan and Document Development - Final Design (80% - 100%) | 38 | \$42.51 | \$1,615.25 | 10.63% | 0 | 10 | 0 | 0 | 0 | 11 | 0 | 13 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| 3100 | Review and Resolve Prelim Design Issues From | 5 | \$50.99 | \$254.96 | 1.68% | 0 | 3 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3110 Review of 80% Design Documents with IDA/FAA | 2 | \$62.55 | \$125.10 | 0.82% | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3120 Comment Resolution From Agency 80% Review | 3 | \$43.29 | \$129.86 | 0.85% | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3200 | Development of Final Issued for Bid Set of Plans | 23 | \$38.86 | \$893.74 | 5.88% | 0 | 3 | 0 | 0 | 0 | 5 | 0 | 11 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| | 3210 Cover/Summary of Quantities/General Items | 5 | \$41.44 | \$207.22 | 1.36% | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 3211 Sequence of Construction/Phasing Plan | 6 | \$42.42 | \$254.53 | 1.67% | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 |
| | 3212 Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP | 3 | \$38.21 | \$114.62 | 0.75% | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 3213 Utility Plan and Relocation Plan (As necessary) | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3214 Proposed Improvement Plan and Geometry Plan | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3215 Typical Sections/Cross Section Develop. | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3216 Pavement Design/Geometry/Paved Shldr. Mods | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3217 Plan and Profile Plan Sheets | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3218 Drainage and Edge Drain Design | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3219 Underdrain Plan and Details | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3220 Grading and Staking Plan | 2 | \$33.66 | \$67.31 | 0.44% | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3221 PCC Jointing Plan and Details/Transition Details | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3222 Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements | 3 | \$40.88 | \$122.65 | 0.81% | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3223 Earthwork Distribution and Cross Sections | 2 | \$33.66 | \$67.31 | 0.44% | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3224 Restoration and Landscaping Plan | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3225 Misc Design Elements (e.g. Marking, Fencing, etc.) | 2 | \$30.05 | \$60.10 | 0.40% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3226 Other Items as Necessary for Unique project elements | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3300 | Revisions to Technical Specifications based on Comment Resolution - Prepare IFB Specs | 4 | \$49.91 | \$199.62 | 1.31% | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3400 | Revisions to Quantity Computations, Final Rev. of Opinion of Prob. Cost and Estimate of Contract | 6 | \$44.49 | \$266.93 | 1.76% | 0 | 2 | 0 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3410 Quantity Computations | 2 | \$33.66 | \$67.31 | 0.44% | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3420 Cost Estimate Preparation and Development | 2 | \$49.91 | \$99.81 | 0.68% | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3430 Estimate of Time Preparation and Development | 2 | \$49.91 | \$99.81 | 0.68% | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 3440 Prepare DBE Goals and Estimate | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4000 | General Overall Project Related Tasks | 29 | \$51.05 | \$1,480.49 | 9.74% | 0 | 17 | 0 | 0 | 0 | 9 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 4100 | Quality Control and Constructability Reviews | 8 | \$51.12 | \$408.97 | 2.69% | 0 | 5 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 4110 Prepare QC Plan | 4 | \$39.69 | \$158.77 | 1.04% | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 4120 Complete QAP Reviews and Follow-up | 2 | \$62.55 | \$125.10 | 0.82% | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 4130 Complete Constructability Reviews (at 80% and 100%) | 2 | \$62.55 | \$125.10 | 0.82% | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4200 | Project Management and Meetings | 14 | \$50.68 | \$709.54 | 4.67% | 0 | 8 | 0 | 0 | 0 | 4 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 4210 Project Review and Coordination Meetings with the Owner, IDA and FAA (Est. (2) of Mtgs @ X 1 Hours/Ea.) (Identify: Prelim. Design, Design Mtgs at 80% & 100%) - via conf. call if needed | 4 | \$49.91 | \$199.62 | 1.31% | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 4220 Project Coordination Meetings with Agencies including Permitting Authorities and Subconsultants (Est. # of Mtgs @ X Hours/Ea.) | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 4230 Internal Project Design Meetings and Coordination (Est. 2 of Mtgs @ 1 Hours/Ea.) | 6 | \$43.29 | \$259.72 | 1.71% | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 4040 Project Management and Coord. of Design Team and Subconsultants | 4 | \$62.55 | \$250.20 | 1.65% | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4300 | Post Design Phase - Pre-Bid and Bidding | 4 | \$49.91 | \$199.62 | 1.31% | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 4310 Pre-bid meeting, Preparation & Attendance | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 4320 Miscellaneous bidding Phase; addenda; respond to questions during bidding; analysis of bids; etc. | 4 | \$49.91 | \$199.62 | 1.31% | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4400 | Project Design Closeout and Archive | 3 | \$54.12 | \$162.36 | 1.07% | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Totals | | 363 | \$41.87 | \$ 15,198.10 | 100.00% | 0 | 69 | - | - | - | 100 | - | 81 | - | 28 | 52 | 28 | - | - | 5 |

ATTACHMENT C

**CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS**

| <u>Category</u> | <u>Amount (\$)</u> |
|--|--|
| 1. <u>Direct Salary Costs</u> | _____ (ATTACHMENT C-1) |
| 2. <u>Labor and General and Administrative Overhead</u> ¹ | _____ |
| 3. <u>Direct Nonsalary Expenses</u> | |
| Lodging ^{2,3} | _____ |
| Meals/Per Diem ^{2,3} | _____ |
| Transportation ² | _____ |
| Materials & Supplies | _____ |
| Printing | _____ |
| CADD time ⁴ | _____ |
| Other Costs (excluding outside services) | _____ |
| 4. <u>Fixed Payment</u> ⁵ | _____ |
| 5. <u>Outside Services</u> | _____ |
| | Cost Plus Fixed Payment |
| | Total Amount Not to Exceed \$ _____ |
| OR | |
| | Lump Sum |
| | Total Amount Not to Exceed \$ _____ |

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

| <u>Classification*</u> | <u>Hours</u> | <u>\$Rate/Hour</u> | <u>Cost (\$)</u> |
|-------------------------------|--------------|--------------------|---|
| Principal | _____ | _____ | _____ |
| Vice Principal | _____ | _____ | _____ |
| Project Manager | _____ | _____ | _____ |
| Senior Project Engineer | _____ | _____ | _____ |
| Senior Project Architect | _____ | _____ | _____ |
| Project Engineer | _____ | _____ | _____ |
| Project Architect | _____ | _____ | _____ |
| Senior Engineer | _____ | _____ | _____ |
| Senior Architect | _____ | _____ | _____ |
| Engineer | _____ | _____ | _____ |
| Planner | _____ | _____ | _____ |
| Registered Land Surveyor | _____ | _____ | _____ |
| Land Surveyor | _____ | _____ | _____ |
| Senior Engineering Technician | _____ | _____ | _____ |
| Engineering Technician | _____ | _____ | _____ |
| Engineering Assistant | _____ | _____ | _____ |
| CADD/Draftsman/Technician | _____ | _____ | _____ |
| Clerical | _____ | _____ | _____ |
| Total | _____ | _____ | _____ |
| | (hours) | (average) | \$ (total direct salary costs) (ATTACHMENT D) |

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT D

PLANNING AND SPECIAL SERVICES

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking

Attachment D

Planning and Special Services - Bidding Service for Local Let Projects

ESTIMATE OF COSTS

| <u>CATEGORY</u> | | <u>AMOUNT</u> |
|---|-----------------------------------|---------------|
| 1 <u>Direct Salary Costs</u> | | \$26,306.96 |
| 2 <u>Labor and General and Administrative Overhead</u> ¹ | 60.81% | \$15,997.26 |
| 3 <u>Direct Nonsalary Expenses</u> | 110.54% | \$29,079.71 |
| Lodging ^{2,3} | | \$ - |
| Meals/Per Diem ^{2,3} | | \$ - |
| Transportation ² | | \$ 900.00 |
| Materials & Supplies | | \$ - |
| Printing | | \$ - |
| CADD time ⁴ | | \$ - |
| Other Costs (Excluding outside Services) | | \$ 100.00 |
| 4 <u>Fixed Payment</u> ⁵ | | \$10,500.00 |
| 5 <u>Outside Services/Subconsultants</u> | | \$33,737.00 |
| Quantum Spatial (Aerial Mapping) | \$33,737.00 | |
| | Cost Plus Fixed Payment | |
| | Total Amount Not to Exceed | \$116,620.93 |
| Or | Use = | \$116,600.00 |

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

| <u>CLASSIFICATION</u> | <u>TIME REQUIRED</u> <u>(HOURS)</u> | <u>HOURLY</u> <u>WAGE</u> | <u>SALARY</u> <u>EXPENSE</u> |
|-------------------------------------|--|------------------------------|---------------------------------|
| PRINCIPAL | 0 | \$72.00 | \$0.00 |
| PROJECT ENGINEER II | 23 | \$62.55 | \$1,438.65 |
| PROJECT ARCHITECT II | 0 | \$51.06 | \$0.00 |
| PROJECT MANAGER II | 0 | \$50.88 | \$0.00 |
| PROJECT ENGINEER I | 82 | \$49.19 | \$4,033.58 |
| PROJECT ENVIRONMENTAL SPECIALIST I | 1 | \$48.58 | \$48.58 |
| PROJECT MANAGER I | 0 | \$39.25 | \$0.00 |
| PROJECT STRUCTURAL ENGINEER I | 0 | \$48.27 | \$0.00 |
| SENIOR ENGINEER I | 0 | \$37.26 | \$0.00 |
| SENIOR ARCHITECT I | 0 | \$42.52 | \$0.00 |
| TECHNICAL MANAGER II | 0 | \$43.45 | \$0.00 |
| SENIOR PLANNER I | 0 | \$39.29 | \$0.00 |
| GIS SPECIALIST | 330 | \$34.49 | \$11,381.70 |
| ENVIRONMENTAL SPECIALIST II | 8 | \$36.17 | \$289.36 |
| SENIOR STRUCTURAL ENGINEER II | 0 | \$47.86 | \$0.00 |
| SENIOR STRUCTURAL ENGINEER I | 0 | \$36.09 | \$0.00 |
| ENGINEER I | 2 | \$30.05 | \$60.10 |
| STRUCTURAL ENGINEER I | 0 | \$32.48 | \$0.00 |
| PLANNER I | 159 | \$27.60 | \$4,388.40 |
| ENVIRONMENTAL SPECIALIST I | 0 | \$26.11 | \$0.00 |
| TECHNICAL MANAGER I | 0 | \$30.07 | \$0.00 |
| LAND SURVEYOR | 27 | \$41.58 | \$1,122.66 |
| SENIOR TECHNICIAN II | 5 | \$47.31 | \$236.55 |
| SENIOR TECHNICIAN I | 26 | \$35.33 | \$918.58 |
| TECHNICIAN II | 80 | \$29.86 | \$2,388.80 |
| TECHNICIAN I | 0 | \$23.96 | \$0.00 |
| PROJECT ADMINISTRATIVE ASSISTANT | 0 | \$22.64 | \$0.00 |
| ADMINISTRATIVE/ACCOUNTING ASSISTANT | 0 | \$21.70 | \$0.00 |
| <i>AVERAGE</i> | | | |
| TOTAL | 743 | \$35.41 | \$26,306.96 |

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT D-2

PLANNING AND SPECIAL SERVICES

Lake in the Hills Airport

**Obstruction Evaluation, Obstruction Removal and Runway Threshold
Remarking**

Attachment D-2

Planning and Special Services Phase
Estimated Cost Breakdown Items 4, 5, 6 & 7

Item

4 MATERIALS AND SUPPLIES

| | | | | |
|--|--|--|----|-------------|
| Surveying Supplies (paint, lathe, stakes, etc) | | | \$ | - |
| Drafting Media | | | \$ | - |
| Misc. Equipment and Direct Project Supplies | | | \$ | - |
| Sub-Total | | | | \$ - |

5 TRAVEL

| | | | | |
|---------------------------|-------------|----------|----|------------------|
| Travel Reimbursement | 1500 miles@ | \$ 0.580 | \$ | 870.00 |
| Other Subsistence & Tolls | | | \$ | 30.00 |
| Sub-Total | | | | \$ 900.00 |

6 PRINTING

| | | | | |
|------------------|---------|---------|----|-------------|
| Full Size Prints | sheets@ | \$ 2.40 | \$ | - |
| Photo-copies | sheets@ | \$ 0.20 | \$ | - |
| Sub-Total | | | | \$ - |

7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

| | | | | |
|--|--|--|----|------------------|
| Photos/Developing | | | \$ | - |
| Direct Project Shipping Expense | | | \$ | 100.00 |
| Unassigned Misc Project Direct Expense | | | \$ | - |
| Sub-Total | | | | \$ 100.00 |

\$ 1,000.00

ATTACHMENT D-3

PLANNING AND SPECIAL SERVICES

Lake in the Hills Airport

Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking

Attachment D-3 - Planning and Special Services Phase Engineering Cost Estimate of Consultant Services (By Task)

| Element of Work | Hours | Ave Hourly Rate | Total Direct Labor | % of Total Labor | Principal | Project Engineer II | Project Engineer I | Project Environmental Specialist I | Senior Planner I | GIS Specialist | Environmental Specialist II | Engineer I | Planner I | Environmental Specialist I | Land Surveyor | Senior Technician II | Senior Technician I | Technician II | Administrative/Accounting Assistant |
|--|------------|-----------------|--------------------|------------------|-----------|---------------------|--------------------|------------------------------------|------------------|----------------|-----------------------------|------------|------------|----------------------------|---------------|----------------------|---------------------|---------------|-------------------------------------|
| | | | | | \$72.00 | \$62.65 | \$49.19 | \$48.68 | \$39.29 | \$34.49 | \$36.17 | \$30.05 | \$27.60 | \$26.11 | \$41.69 | \$47.31 | \$35.33 | \$29.86 | \$21.70 |
| Planning and Special Services Phase | | | | | | | | | | | | | | | | | | | |
| 8030 Project Formulation | 23 | \$40.03 | \$920.60 | 3.50% | 0 | 2 | 10 | 0 | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8031 Project Scope Preparation | 12 | \$41.99 | \$503.92 | 1.92% | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8032 Quality Assurance Plan | 8 | \$34.67 | \$277.34 | 1.05% | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8033 Project Kickoff Conference Call | 3 | \$46.45 | \$139.34 | 0.53% | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8034 Preliminary Airport GIS Efforts | 38 | \$34.96 | \$1,328.53 | 5.05% | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 1 | 0 | 26 | 0 | 0 |
| 8035 Project Creation on AGIS Website | 5 | \$38.10 | \$190.51 | 0.72% | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 |
| 8036 Project Statement of Work (SOW) | 8 | \$37.84 | \$302.75 | 1.15% | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 6 | 0 | 0 |
| 8037 Project Plans | 25 | \$33.41 | \$835.27 | 3.18% | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 16 | 0 | 0 |
| 8038 Field Surveys | 214 | \$33.65 | \$7,200.56 | 27.37% | 0 | 0 | 8 | 0 | 0 | 100 | 0 | 0 | 8 | 0 | 18 | 0 | 0 | 80 | 0 |
| 8039 Survey Plan | 13 | \$35.68 | \$463.87 | 1.76% | 0 | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 |
| 8040 Recovery and Documentation of PACS/SACS | 35 | \$33.20 | \$1,161.95 | 4.42% | 0 | 0 | 1 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 16 | 0 |
| 8041 Imagery Surveys | 90 | \$33.08 | \$2,977.06 | 11.32% | 0 | 0 | 2 | 0 | 0 | 40 | 0 | 0 | 2 | 0 | 6 | 0 | 0 | 40 | 0 |
| 8042 Mapping Field Surveys | 76 | \$34.18 | \$2,597.68 | 9.87% | 0 | 0 | 4 | 0 | 0 | 40 | 0 | 0 | 2 | 0 | 6 | 0 | 0 | 24 | 0 |
| 8043 Aerial Imagery Collection | 14 | \$37.71 | \$527.88 | 2.01% | 0 | 0 | 4 | 0 | 0 | 8 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8044 Development of GIS Data | 203 | \$33.67 | \$6,835.47 | 25.98% | 0 | 1 | 12 | 0 | 0 | 120 | 0 | 0 | 62 | 0 | 8 | 0 | 0 | 0 | 0 |
| 8045 New GIS Data Development (By Data Set) | 140 | \$32.46 | \$4,544.74 | 17.28% | 0 | 0 | 6 | 0 | 0 | 80 | 0 | 0 | 54 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8046 Planned Development GIS Data | 18 | \$34.59 | \$622.66 | 2.37% | 0 | 0 | 2 | 0 | 0 | 12 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8047 QA/QC Reviews | 19 | \$36.06 | \$685.21 | 2.60% | 0 | 1 | 2 | 0 | 0 | 12 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8048 Final Project Report and Data Submittal | 26 | \$37.80 | \$982.86 | 3.74% | 0 | 0 | 2 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 |
| 8050 NEPA Clearance | 32 | \$36.14 | \$1,156.43 | 4.40% | 0 | 3 | 0 | 1 | 0 | 0 | 8 | 0 | 16 | 0 | 0 | 4 | 0 | 0 | 0 |
| 8051 Review Historical Parcel Information (NHPA, Section 4(f), Endangered Species, Other Resources, Community Disruption, Environmental Justice, Surface Transportation, Noise, Air Quality, Water Quality, Hazardous Material, Light Emissions) | 14 | \$34.04 | \$476.61 | 1.81% | 0 | 1 | 0 | 1 | 0 | 0 | 4 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8052 Exhibits for Environmental Clearance (Wetlands, Flood Maps, etc.) | 11 | \$39.50 | \$434.53 | 1.65% | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 |
| 8053 Complete Environmental Documentation for Submittal | 7 | \$35.04 | \$245.29 | 0.93% | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8054 Project Description | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8055 ESR Request | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8056 Impact Category Checklist | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8057 Public Hearing (if requested) | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8058 Review and FAA/IDA Coordination | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8060 Airspace Documents/Exhibits | 4 | \$39.15 | \$156.60 | 0.60% | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| 8070 FAA Application for Funds and Supporting | 0 | \$0.00 | \$0.00 | 0.00% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8080 ALP Update | 177 | \$34.60 | \$6,124.63 | 23.28% | 0 | 3 | 20 | 0 | 0 | 102 | 0 | 0 | 52 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8081 Coversheet | 3 | \$32.19 | \$96.58 | 0.37% | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8082 Airport Aerial Photo and Wind Rose Data | 5 | \$33.11 | \$165.56 | 0.63% | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8083 Existing Airport Layout Plan | 14 | \$34.62 | \$484.70 | 1.84% | 0 | 0 | 2 | 0 | 0 | 8 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8084 Future Airport Layout Plan | 14 | \$34.62 | \$484.70 | 1.84% | 0 | 0 | 2 | 0 | 0 | 8 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8085 West Terminal Area Plan | 6 | \$35.79 | \$214.75 | 0.82% | 0 | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8086 East Terminal Area Plan | 6 | \$35.79 | \$214.75 | 0.82% | 0 | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8087 Existing and Future Runway 8/26 Inner Approach Plan and Profile | 52 | \$33.50 | \$1,742.04 | 6.62% | 0 | 0 | 4 | 0 | 0 | 32 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8088 Airspace Determination and Coordination/Edits | 42 | \$37.31 | \$1,567.18 | 5.96% | 0 | 2 | 8 | 0 | 0 | 24 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8089 ALP Deliverables | 35 | \$32.98 | \$1,154.37 | 4.39% | 0 | 1 | 2 | 0 | 0 | 16 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8090 Project Management | 38 | \$54.11 | \$2,056.26 | 7.82% | 0 | 14 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8091 Project Management | 20 | \$57.21 | \$1,144.12 | 4.35% | 0 | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8092 FAA Deliverable Review Coordination | 18 | \$50.67 | \$912.14 | 3.47% | 0 | 2 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Totals | 743 | \$35.41 | \$26,306.96 | 100.00% | 0 | 23 | 82 | 1 | 0 | 330 | 8 | 2 | 159 | 0 | 27 | 5 | 26 | 80 | 0 |

ATTACHMENT E

ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

ATTACHMENT F



**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____ Date: _____

Contractor: _____ IL Project No.: _____ AIP Project _____

Temperature _____ Wind: _____ Weather Conditions: _____

Status: Active Suspended Jobsite Conditions: Workable Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):

Other:

Calendar Days: _____ Awarded
_____ Charged
_____ Remaining

DBE Onsite? (yes or no)
Own forces used? (yes or no)
Own equipment used? (yes or no)

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

To: _____, Chief Engineer
Illinois Department of Transportation
Division of Aeronautics
Abraham Lincoln Capital Airport
1 Langhorne Bond Drive
Springfield, IL 62707-8415

From (Firm): _____
Address: _____
Telephone No.: _____
Invoice # _____ Date: _____
[] Partial [] Final

Attn: _____, Section Chief

Airport: _____ Municipality: _____, IL
Illinois Project No. _____ Federal Project No. _____
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): _____
Per A/E Agreement/Amendment dated: _____

Services (Check only those services pertaining to invoice):

- | | |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase | <input type="checkbox"/> Other (_____) |
| <input type="checkbox"/> Construction Phase | <input type="checkbox"/> Amendment(s) |

Service Dates: For Services Rendered From (date): _____ To (date): _____

| <u>Period</u> | <u>To Date</u> | <u>Billing</u> |
|--|----------------|----------------|
| (1) Direct Salaries | \$ _____ | \$ _____ |
| Include all information per ATTACHMENT I (EFFORT DETAIL BREAKDOWN) | | |
| (2) Labor and General and Administrative Overhead (_____ %) | \$ _____ | \$ _____ |
| (3) Direct Non-Salary Expenses (OT Premium)..... | \$ _____ | \$ _____ |
| Support documentation must accompany all payment requests of direct non-salary expenses. | | |
| (4) Profit – (Fixed Payment \$ _____ x _____ % Complete)..... | \$ _____ | \$ _____ |
| (5) SUBTOTAL (1) – (4)..... | \$ _____ | \$ _____ |
| (6) Outside Services..... | \$ _____ | \$ _____ |

TOTAL AMOUNT EARNED TO DATE: (5) + (6) \$ _____
Maximum Payable (per Engineering Agreement) \$ _____
Estimated total cost to complete project (for billings after 50%)..... \$ _____
Less Total Amount(s) Previously Invoiced..... \$ _____
PAYMENT DUE THIS INVOICE..... \$ _____

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: _____
Printed Name and Title

Department Approval
By: _____
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

To: _____, Chief Engineer
Illinois Department of Transportation
Division of Aeronautics
Abraham Lincoln Capital Airport
1 Langhorne Bond Drive
Springfield, IL 62707-8415

From (Firm): _____
Address: _____
Telephone No.: _____
Invoice # _____ Date: _____
[] Partial [] Final

Attn: _____, Section Chief

Airport: _____ Municipality: _____, IL
Illinois Project No. _____ Federal Project No. _____
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): _____
Per A/E Agreement/Amendment dated: _____

Services (Check only those services pertaining to invoice):

- | | |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase | <input type="checkbox"/> Other (_____) |
| <input type="checkbox"/> Construction Phase | <input type="checkbox"/> Amendment(s) |

Service Dates:

For Services Rendered From (date): _____ To (date): _____

- (1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement) \$ _____
- (2) Percent of Work Complete: _____%
- (3) Fee Earned to Date: (LS \$ _____ x _____% Complete) \$ _____
- (4) Less Total Amount(s) Previously Invoiced \$ _____
- (5) PAYMENT DUE THIS INVOICE \$ _____

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: _____
Printed Name and Title

Department Approval

By: _____
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page ____ of ____ Pages

Airport: _____
Illinois Project No. _____
Federal Project No. _____

Invoice No. _____
Date: _____

ENGINEERING COSTS BREAKDOWN

| Agreement Paragraph Governing Services | Service Performed | Date Performed | Employee's Name and Classification | Hours | Rate | Amount |
|--|-------------------|----------------|------------------------------------|-------|------|--------|
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Total _____

ENGINEERING FIRM

Name _____
Address _____

Prepared By _____
Date _____

NOTE:
This format is for general information; however the consultant's format containing the essential data may be acceptable.

ATTACHMENT J

TESTING SCHEDULE – No Testing Proposed Within this Contract

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project. See subconsultant work scope

| Description | Approximate Number |
|---|--------------------|
| ASTM D 421, Particle Size Analysis | |
| ASTM D 2217 | |
| ASTM C 422 | |
| ASTM D 698, Moisture-Density Relations of Soil | |
| ASTM D 1557 | |
| ASTM D 427, Shrinkage Factors of Soil | |
| ASTM D 2434, Permeability of Granular Soils | |
| AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion | |
| ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil | |
| AASHTO T 222, Modulus of Soil Reaction | |
| ASTM D 2487, Soil Classification "Unified System" | |
| ASTM D 2113, Soil Borings | |
| ASTM C 207, Hydrated Lime | |
| ASTM C 131, Abrasion | |
| ASTM C 88, Soundness | |
| ASTM D 946, Penetration | |
| ASTM D 3381, Viscosity | |
| ASTM D 1559, Marshall Method | |
| ASTM C 136, Gradation | |
| ASTM D 2172, Extraction and Gradation | |
| ASTM D 2726, Bulk Specific Gravity | |
| ASTM D 2041, Maximum Theoretical Specific Gravity | |
| ASTM D 2950, Nuclear Density | |
| ASTM C 117 Washed Aggregate Sample | |
| ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index | |
| ASTM C 127, Absorption and Specific Gravity | |
| ASTM C 128 | |
| ASTM C 566, Moisture Content | |
| ASTM C 31, PCC Test Cylinders | |
| ASTM C 141, Slump | |
| ASTM C 231, Air Content | |
| ASTM C 78, Flexural Strength | |
| ASTM C 138, Yield, Cement Content | |
| ASTM D 412, Rubber in Tension | |
| ASTM D 1664, Striping Test | |

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.

ATTACHMENT K

TESTING RATES & COST SUMMARY – *No Testing Proposed Within this Contract*

| DESCRIPTION OF TEST | ESTIMATED COST PER TEST | NUMBER REQUIRED | TOTAL \$ |
|---------------------|-------------------------|-----------------|----------|
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ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

| | <u>% of Direct Productive Payroll</u> |
|-------------------------------------|---|
| Federal Insurance Contributions Act | _____ |
| State Unemployment Compensation | _____ |
| Federal Unemployment Compensation | _____ |
| Workmen's Compensation Insurance | _____ |
| Paid Holidays, Vacation, Sick Leave | _____ |
| Bonus | _____ |
| Pension | _____ |
| Group Insurance | _____ |
| | |
| TOTAL PAYROLL BURDEN & FRINGE COSTS | _____ % |

NOTE:

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT M (Required)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

**CRAWFORD, MURPHY & TILLY, INC.
SUMMARY OF INDIRECT OVERHEAD COST
AUDITED CALENDAR YEAR 2017
AND PROVISIONAL 2017/2018**

| CMT ACCOUNT NUMBER | ACCOUNT NAME | % OF DIRECT LABOR COSTS |
|---|--|--------------------------------|
| <u>PAYROLL BURDEN AND FRINGE BENEFITS</u> | | |
| 6151 | FICA Tax | 12.84% |
| 6102, 6103, 6170 | Paid Time Off (Vacation, Holidays and Sick Leave) | 21.03% |
| 6154, 6156, 6158 | Group Medical, Life, Workers Comp, Disability and Unemployment Insurance | 14.07% |
| 6159, 6160 | Employee Retirement Plan Contributions | <u>12.87%</u> 60.81% |
| <u>GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE</u> | | |
| 6104-6119 | Indirect Salaries - Not Allocable to Projects | 62.49% |
| 6222, 6264 | Miscellaneous Taxes | 1.26% |
| 6231 | Professional Fees | 2.80% |
| 6251 | Rent | 10.07% |
| 6252 | Utilities | 1.11% |
| 6271 | Telephone & Data | 3.81% |
| 6253-6254 | Maintenance, Repairs & Supplies | 2.08% |
| 6261-6265 | Office Supplies, Shipping & Reproduction | 1.58% |
| 6281, 6284 | Seminars, Registration & Education | 3.42% |
| 6291,92,95,6321-23 | Travel & Vehicle Expense | 3.79% |
| 6331, 6332 | Business Insurance | 3.21% |
| 6351,52,61,62,69 | Equipment Expense, Repairs & Maintenance | 1.59% |
| 6366, 6367, 6368 | Computer Expense & Supplies | 6.36% |
| 6371,6372,6381,6382 | Maps, Reference Books, Engineering & Survey Supplies | 0.81% |
| 6401+COFC | Depreciation & Cost of Facilities Capital (.45%) | <u>6.16%</u> 110.54% |
| TOTAL OVERHEAD | | <u>171.35%</u> |

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT N

PROJECT CERTIFICATION

Airport: _____ Letting Date: _____
IL Project No.: _____
Federal Project No.: _____
Contract No: _____

Project Description: _____

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois - Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information, and belief that:

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ).
Selection Date (Required):_____ Copy of Retainer attached (ATTACHMENT U).
2. Project is clearly delineated on the currently approved Airport Layout Plan.
Approval Date (Required):_____.
3. Project is environmentally cleared. CatEx EA EIS FONSI
Approval Date (Required):_____.
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.
 Yes No.
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification of Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the FAA and Engineer of Design. Yes No.
Approval Date of MOS (If applicable):_____.
6. The design conforms to the approved project scope. Yes No.
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction). Yes No.
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.
 Yes No.

Date _____ By: _____
Design Engineer (Consultant)

Date _____ By: _____
Sponsor

Date _____ By: _____ P.E.
Department Design Engineer

Date _____ By: _____ P.E.
Engineer of Design

ATTACHMENT O

DBE FINAL DOCUMENTATION



Prime Consultant

Name _____
 Address _____
 Telephone _____

Subject

Airport _____
 Illinois Project No. _____
 Federal Project No _____

DBE Subconsultant

Name _____
 Address _____
 Telephone _____

Contract Amounts

Consultant Contract Amount _____
 DBE Contract Amount _____
 DBE Participation (%) _____

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

| Description of Service Provided | Contract Amount | Amount Paid | Difference (+/-) |
|---------------------------------|-----------------|-------------|------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| Totals | | | |

DBE Contract amount has been met or exceeded [] Yes [] No (*check one*).

DBE Contract amount not met – Shortfall \$ _____ (*documentation explaining shortfall attached*).

Prime Consultant

DBE Subconsultant

 Print Name

 Title

 Signature

 Date

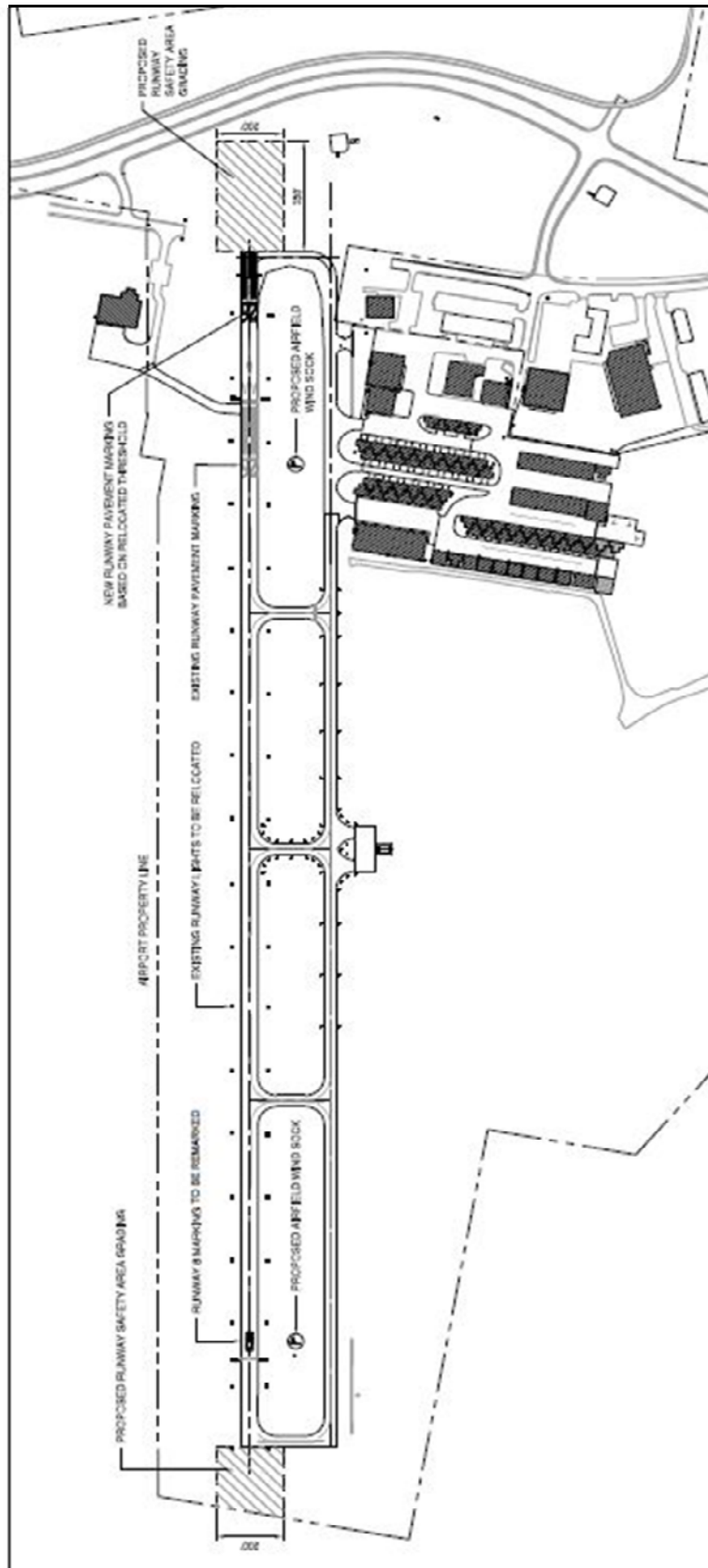
 Print Name

 Title

 Signature

 Date

ATTACHMENT P
PROJECT SKETCH



ATTACHMENT Q

PROJECT LETTING SCHEDULE

PRELIMINARY PROJECT SCHEDULE

The proposed anticipated project schedule is as follows. The schedule is contingent upon reasonable response and reviews being provided to the consultant prior to each subsequent delivery date.

| <u>Schedule Item</u> | <u>Anticipated Duration</u> | <u>Due Date</u> |
|--|-----------------------------|--------------------|
| Pre-Design Meeting | - | January 10, 2019 |
| Engineering Report (35%) | 7 Weeks | March 1, 2019 |
| Agency/Owner Review of Des. Rpt 35% Comments | 2 Weeks | March 15, 2019 |
| Develop Preliminary Plans & Specifications (80%) | 8 Weeks | May 10, 2019 |
| Agency/Owner Review of 80% Plans Comments | 2 Weeks | May 24, 2019 |
| Develop Final Plans & Specifications (100%) | 2 Weeks | June 7, 2019 |
| Service Bulletin | 3 Weeks | June 28, 2019 |
| IDOT Letting | - | August 2, 2019 |
| Award Date | - | September 27, 2019 |

It is agreed that delays in the consultant receiving agency comments and approvals beyond the review period presented will result in a revised, mutually agreeable schedule for subsequent submittals.

**ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2020 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES**

| 22 Week Project Development Timeline (154 Calendar Days) | | | | IDOT Letting Date | Anticipated Award Date | Anticipated Start to Work Date |
|---|---|---|--|--------------------------|-------------------------------|---------------------------------------|
| START (0%) | 35% | 80% | 100% | | | |
| Pre-design Meeting Target Date | Engineering Report to IDA for Comments | *Sealable Plans and Specifications to IDA for Comments | Approved and Sealed Final Plans and Specifications to IDA | | | |
| 16-Nov-2018 | 11-Jan-2019 | 22-Mar-2019 | 19-Apr-2019 | 14-Jun-2019 | 09-Aug-2019 | 23-Aug-2019 |
| 04-Jan-2019 | 01-Mar-2019 | 10-May-2019 | 07-Jun-2019 | 02-Aug-2019 | 27-Sep-2019 | 11-Oct-2019 |
| 22-Feb-2019 | 19-Apr-2019 | 28-Jun-2019 | 26-Jul-2019 | 20-Sep-2019 | 15-Nov-2019 | 01-May-2020 |
| 12-Apr-2019 | 07-Jun-2019 | 16-Aug-2019 | 13-Sep-2019 | 08-Nov-2019 | 03-Jan-2020 | 01-May-2020 |
| 14-Jun-2019 | 09-Aug-2019 | 18-Oct-2019 | 15-Nov-2019 | 17-Jan-2020 | 13-Mar-2020 | 01-May-2020 |
| 09-Aug-2019 | 04-Oct-2019 | 13-Dec-2019 | 10-Jan-2020 | 06-Mar-2020 | 01-May-2020 | 15-May-2020 |
| 27-Sep-2019 | 22-Nov-2019 | 31-Jan-2020 | 28-Feb-2020 | 24-Apr-2020 | 19-Jun-2020 | 03-Jul-2020 |
| 15-Nov-2019 | 10-Jan-2020 | 20-Mar-2020 | 17-Apr-2020 | 12-Jun-2020 | 07-Aug-2020 | 21-Aug-2020 |
| 03-Jan-2020 | 28-Feb-2020 | 08-May-2020 | 05-Jun-2020 | 31-Jul-2020 | 25-Sep-2020 | 09-Oct-2020 |
| 21-Feb-2020 | 17-Apr-2020 | 26-Jun-2020 | 24-Jul-2020 | 18-Sep-2020 | 13-Nov-2020 | 01-May-2021 |

**Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.*

Revised 01/09/19

2020 Letting Schedule.xlsx

ATTACHMENT R

OP&P PROGRAM LETTER



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 31, 2017

Mr. Michael Peranich
Manager
Lake In The Hills Airport
9010 Haligus Road
Lake In The Hills, IL 60156

Mr. Michael Peranich:

The Illinois Department of Transportation's Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The projects detailed herein were selected for your airport based on project requests submitted to the Department during the Fall 2016 Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal match. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is depended upon receipt of Federal Fiscal Year (FFY) 2018 federal funds, legislative authorization of state appropriations, and the release of funds by the Governor's Office.

The Department and the Airport Sponsor hereby agree to participate in the project indicated below at the designated funding levels. The Airport Sponsor shall pay any additional project costs which exceed the total sum of Department funds and federal funds, planned and programmed. In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the State and local costs as itemized below. This will include any amount which exceeds the totals listed.

The projects included in the program were selected from the many projects that were submitted as the result of the fall 2016 Transportation Improvement Program (TIP) meetings. Projects were selected based on the FAA's National Priority System as well as other state and local priorities.

Mr. Michael Peranich
July 31, 2017
Page 2

The Illinois Department of Transportation, Office of Planning and Programming has programmed the following project(s) to be included in the FFY 2018 Proposed Airport Improvement Program for your airport:

The project "**Obstruction Evaluation, Obstruction Removal, and Runway Threshold Marking**" will be funded as follows:

| | |
|-------------------------|-----------------|
| Non-Primary Entitlement | \$419,490 |
| State Match | \$23,305 |
| Local Match | \$23,305 |
| <hr/> Total Cost | <hr/> \$466,100 |

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner within the fiscal year in which they are programmed. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility for state and federal funding participation, you are required to enter into a professional services agreement with the consultant of record selected for the programmed project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development and this letter constitutes the official "**Notice to Proceed**". It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

Your Aeronautics Design Engineer is Alan Mlacnik, P.E. and he may be reached at 217-785-4884 to initiate the project(s). **Please initiate the programmed project within one year of the date on this letter.**

Please contact myself in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning

ATTACHMENT S

**CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL /
ADMINISTRATIVE EXPENSE RATE LETTER**



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 24, 2019

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Roger Driskell
CRAWFORD, MURPHY, & TILLY, INC.
2750 West Washington Street
Springfield, IL 62702

Dear Roger Driskell,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2017. Your firm's total annual transportation fee capacity will be \$84,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 171.35% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2018. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

ATTACHMENT T

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Preliminary Estimate of Project Cost

Lake in the Hills Airport

Relocate Runway 26 End Threshold

October 6, 2016

| Description of Work Item | Rough Magnitude (Prel. Est.) of Cost |
|--|---|
| Construction Items: | |
| Re Mark Runway | \$ 50,000.00 |
| Relocate Threshold and Rwy Edge | \$ 60,000.00 |
| Lights to New Spacing | |
| RSA Grading/Earthwork (Grading Area approx. 500' x 1,000' including transitions) | \$ 25,000.00 |
| Landscaping | \$ 23,000.00 |
| Erosion Control | \$ 10,000.00 |
| Lighted Windsocks (2 Each) Install | \$ 20,000.00 |
| Mobilization | \$ 10,000.00 |
| Miscellaneous | \$ 16,000.00 |
| Contingency 15% | \$ 32,100.00 |
| Sub-Total = | \$ 246,100.00 |
| Engineering Items: | |
| Control Field Surveys (CMT) | \$ 10,000.00 |
| | \$ 80,000.00 |
| Aerial Surveys/Obstruction Surveys to Meet FAA "-16, -17 and -18 Criteria"(Subconsultant) (** May Not be Necessary if FAA provides Waiver) | |
| Grading/Marking/Lighting Plan Development (CMT Design) | \$ 40,000.00 |
| Construction Phase Engr. (CMT) | \$ 50,000.00 |
| Special Services Engr. (CMT Evaluation and Coord. Of Airspace Review and Evaluation with FAA) | \$ 20,000.00 |
| Contingency 10% | \$ 20,000.00 |
| Sub-Total = | \$ 220,000.00 |
| Grand Total = | \$ 466,100.00 |

ATTACHMENT U

RETAINER AGREEMENT

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at Lake in the Hills, Illinois, this 27th day of March in the year 2014, by and between the Village of Lake in the Hills (hereinafter referred to as the "Owner"), as Party of the First Part, and Crawford, Murphy & Tilly, Inc. (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the Lake in the Hills Airport (3CK) located in Latitude 42°12.41'N, Longitude 88°19.38' W, in McHenry County, State of Illinois; and

WHEREAS, the development program shall include, subject to receipt of grant funding design, construction, and special services related to the following projects:

- Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding.
- Remove buildings and obstructions for replacement taxiway.
- Construct parallel taxiway A and exit/connecting taxiways, stage 3 - east portion to meet design standards. Includes design and construction of: edge lighting and airfield signage, and new electrical vault.
- Design and construction of perimeter fencing, including manual and electronic gates and access control, to control wildlife and preserve security.
- Design and construction of Widen and Reconstruct Runway 8-26 to 100 feet; shift runway ends to east to meet design standards (runway safety area, runway object free area and non-standard pavement width). Includes edge lighting, threshold lighting, REIL and PAPI systems.
- Design and construction of existing access road to serve new terminal area. Includes marking, signage, overhead lighting, and landscaping.
- Design and construction to remove or remediate existing obstructions to navigation.
- Design and construction to rehabilitate t-hangar pavements.
- Design and construction for the new terminal area general aviation apron.
- Professional services associated with land or easement acquisition associated with the anticipated five year development program.
- Design and construction of utility relocations/extensions (electric, telephone, natural gas, water, sanitary sewer, and storm sewer) as appropriate during the implementation of the development program.
- Preparation of updates to the Airport Layout Plan and Exhibit "A" - Property Line Map and preparation of environmental assessment documents as periodically required.

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois, is authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development project.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

The Engineer agrees to furnish and perform the various professional engineering services required for the preparation of the above reference construction project as follows:

ATTACHMENT V

ADDITIONAL SCOPE OF WORK DESCRIPTION

**SCOPE OF SERVICES
TO PREPARE AN
OBSTRUCTION EVALUATION FOR RUNWAY 8/26**

Village of Lake in The Hills
Lake in The Hills Airport

April 4, 2018

The current approved ALP at Lake in the Hills Airport (3CK) depicts the existing Runway 8 end as having a displaced threshold of 360' and the existing Runway 26 end as having a displaced threshold of 382'. The intent of this project is to relocate the existing displaced Runway 8 and Runway 26 thresholds to the existing runway ends. A pen and ink update to applicable current approved Airport Layout Plan (ALP) sheets that depict the AGIS data is also included.

1.0 – PROJECT FORMULATION

1.1 – Project Scope Preparation

A scope of services will be prepared describing each item of work required for completion of the Obstruction Evaluation based on guidance provided by the Sponsor, FAA, Illinois Department of Transportation – Division of Aeronautics (IDA) and in accordance with appropriate FAA Advisory Circulars. Each task within the scope of services will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will also be prepared for direct expenses such as travel, subsistence, materials, printing and any other necessary cost related to the project. This task includes efforts necessary to mobilize the project including the development and execution of necessary consultant and subconsultant agreements.

1.2 – Quality Assurance Plan

Following a Notice to Proceed from the sponsor, a Quality Assurance Plan will be developed that will act as the program guidance for the Consultant's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's planning process, provide quality services, and facilitate client satisfaction. The QAP includes a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

1.3 – Project Kickoff Conference Call

A project kickoff conference call will occur with Airport Staff, agencies, and project stakeholders to present the elements of the project including general project scope, key schedule milestones, and individual project team responsibilities.

AIRPORT LAYOUT PLAN (ALP) AND AIRPORTS GIS/eALP

The objective of this project is to prepare data for 3CK that complies with FAA Advisory Circulars (AC) 150/5300-16A, 17C and 18B. This data will encompass only safety critical feature classes defined in AC 150/5300-18B that are present at 3CK, as well as aerial imagery that complies with AC 150/5300-17C. The data will be tied to survey control that complies with AC-16A. An obstruction survey and airspace analysis will be conducted for Runway 8/26 to all applicable vertically guided obstruction identification surfaces. Once validated to conform to all FAA specifications, the data collected will be uploaded to the FAA Airports GIS (AGIS) web site.

After data is submitted and approved by the FAA, the FAA AGIS will be used to analyze obstructions to Runway 8/26 with the intent of relocating the existing displaced Runway 8 and Runway 26 thresholds to the existing runway ends. A pen and ink update to applicable existing Airport Layout Plan (ALP) sheets that depict the AGIS data is also included.

2.0 – PRELIMINARY AIRPORTS GIS EFFORTS

This task sets up a project on the AGIS website and develops the Statement of Work (SOW), Geodetic Control Plan, Imagery Plan and Survey and Quality Control Plan for FAA approval.

2.1 – Project Creation on AGIS Web Site

Once approved and a Notice to Proceed has been issued, a new project will be created on the FAA's AGIS web site. Once a new project has been created appropriate members of the consultant team will be given access rights. The Consultant Team will guide 3CK through this process.

2.2 – Project Statement of Work (SOW)

A project Statement of Work (SOW) will be adapted from this scope document. Table 2-1 (Survey Requirements Matrix) of AC-18B will be reviewed in detail. The final SOW will reflect any comments received from the FAA or the Airport. Once the Consultant Team, Airport Sponsor, and FAA representatives are satisfied with this document it will be uploaded to the FAA AGIS site for approval.

2.3 – Project Plans

- **Project Survey Plan / Geodetic Control Plan (GCP)**

The Project Survey Plan and Geodetic Control Plan (GCP) will describe in detail a plan for connecting to and verifying all airport control points that will be used during this survey. Neither control verification nor surveying will begin until the Survey Plan and GCP are reviewed and approved by NGS, after submitted to the AGIS system.

- **Imagery Plan**

An Imagery Plan will be developed under this task, and written in accordance with the Imagery Plan section of AC-17C. The plan will be submitted to the AGIS website for review and approval prior to collection of any imagery.

- **Survey and Quality Control Plan**

The Survey and Quality Control Plan (SQCP) will be developed under this task. The SQCP will describe how the Consultant will meet the technical specifications required for the project. The SQCP will be submitted to the AGIS website for review and approval prior to the commencement of any survey work.

3.0 – FIELD SURVEYS

A field survey will be performed in accordance with AC-16A, AC-17C and AC-18B by an Illinois registered land surveyor.

3.1 – Survey Plan

Before field work begins, the approximate location of all survey points will be mapped, and a survey plan will be developed. This data will be used to coordinate the field effort with airport operations, security and FAA air traffic control tower personnel as necessary.

3.2 – Recovery and Documentation of PACS/SACS

The Airport's primary and secondary control stations (PACS and SACS) will be recovered and confirmed to be of the proper stability, condition, and visibility. The locations will be verified by taking GPS observations for the period of time required in AC-16A. Monument photos and sketches will also be prepared using the required FAA forms. This information will be submitted to the FAA and NGS.

3.3 – Imagery Surveys

The photo ID points, check point and mapping control points will be surveyed in accordance with the requirements in AC-17C and AC-18B. These surveys are utilized in the imagery processing and validation process.

3.4 – Mapping Field Surveys

Some of the features defined in AC-18B must be mapped at a greater accuracy than is possible using aerial photography. For these features, field survey teams will determine the location, record any attributes that can be collected in the field, take photographs as necessary and provide the documentation as required. All field survey data will be tied to the NSRS by tying the survey points to the airports PACS and/or SACS. Any required features that cannot be collected with the aerial photography will also be field surveyed. The following features will be surveyed:

- Runway ends/thresholds
- Runway length
- Runway width
- Runway profile (50') – along runway centerline and at a 10' offset each side of the centerline
- Navigational aids
- Navigational aid runway abeam points
- Roadway/centerline intersection points
- Features requiring digital photographs
- Features requiring sketches
- Obstructions requiring field verification
- A select number of airfield features and obstructions as part of the projects QA process
- Airport planimetric data*
- Topographic survey*
- Features of landmark value*

**Indicates limited survey of only those items not obtained by photogrammetry and sought by the Airport (as agreed upon).*

4.0 – AERIAL PHOTOGRAPHY & MAPPING

Aerial photography will be collected in accordance with the requirements of AC-17C. This imagery will be collected in leaf-on conditions, with a sun-angle greater than 30 degrees above the horizon, and at an altitude that will yield 2' or better horizontal accuracy at a 95% confidence level. Both digital stereo imagery and Orthorectified imagery will be developed and submitted to the FAA. The extent of the imagery will cover all vertically guided obstruction identification surfaces.

The majority of the features required by AC-18B will be derived through planimetric means from the stereo imagery.

Two aerial image resolution deliverables will be provided to the airport 1) high resolution coverage providing a 0.5' ground sample distance image and 2) low resolution coverage providing a 1' ground sample distance image.

5.0 – DEVELOPMENT OF GIS DATA

5.1 – New GIS Data Development

After collecting field survey data and preparing planimetric data from aerial photography, **safety critical GIS data sets** that meet the requirements of FAA AC 150/5300-18B will be developed. Specifically, data will be organized into separate ESRI shapefiles for each of the following feature groups defined in FAA AC 150/5300-18B, including but not limited to:

- Airfield
 - Runway End Points
 - Marking Areas (threshold markings, ground painted signs, aiming points, runway numerals)
 - Runway Element (3-dimensional polygon of the runway showing elevations)
 - Taxiway Elements (3-dimensional polygons of the taxiways)
 - Taxiway Intersections (3-dimensional polygons)
 - Apron Areas (3-dimensional polygons)
 - Airfield Lights (3-dimensional point holding location of any and all airfield lighting)
 - Airport Signage (3-dimensional point of the location of airfield signage)
 - Runway Design Surface (3-dimensional polygons of the airfield surfaces)

- Airspace
 - Obstacles (3-dimensional point feature including trees, buildings, signs, poles, etc.)
 - Obstruction Surface (3-dimensional polygons of horizontal, conical, approach, transition, and primary surfaces)
 - Runway Protected Areas

- Geospatial
 - Airport Control Points
 - Elevation Contours

- Navigational Aids
 - Navaid Equipment (any and all navigational Equipment on the airfield located by appropriate survey techniques)
 - Navaid Site (the area that is leased or owned, or right-of-way boundary)

Required attributes will be recorded in object data fields and attached to features as called for in AC-18B. Attribute data will be developed based on information recorded in the field, measurements or calculations, information extracted from other data sets, and interviews with airport staff.

5.2 – Planned Development GIS Data

Data reflecting planned runway threshold relocation at 3CK will also be developed based on existing design documents and information gained from review/discussion with the Sponsor. The data will be included on the appropriate layers corresponding to feature classes defined in AC-18B. The status and alternative attributes defined for all feature classes in the advisory circular will be used to indicate the future plan(s) represented by this data.

5.3 – QA/QC Reviews

This task will also include effort to complete QA/QC reviews of data prior to it being submitted to FAA/NGS, as well as effort to complete any necessary revisions and re-submittals of data as required by FAA/NGS.

5.4 – Final Project Report and Data Submittal

The GIS data and final project report, as required by AC-18B, will be developed and submitted to the AGIS system for review and approval by FAA and NGS.

6.0 – AIRPORT LAYOUT PLAN

The current approved ALP drawings for 3CK will be revised via a “pen and ink update.” It is anticipated that the ALP will be updated with data obtained from AGIS development, including, but not limited to: aerial imagery, existing conditions of the airfield and surrounding environment and obstruction data. It should be noted that the current approved ALP drawings pre-date *FAA Advisory Circular 150/5300-13A Airport Design*; *FAA ARP SOPs 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans* and the previously mentioned *Advisory Circulars 150/5300-16A, 17C and 18B*. It is assumed that this project will not bring the current approved ALP drawings for 3CK into compliance with these documents.

The following current approved ALP drawings will be updated to depict the removal of the displaced thresholds on the Runway 8 and Runway 26 ends and updated obstruction information around the Airport.

6.1 – Coversheet

The update to this sheet will consist of revisions to the revision block and Index to Sheets.

6.2 – Airport Aerial Photo and Wind Rose Data

The update to this sheet will consist of updating the aerial imagery and existing condition linework depicted.

6.3 – Existing Airport Layout Plan

The update to this sheet will consist of updating the existing condition linework and topographic contours depicted.

6.4 – Future Airport Layout Plan

The update to this sheet will consist of updating the existing condition linework and topographic contours depicted. No revisions to the future airport development shown are anticipated.

6.5 – West Terminal Area Plan

The update to this sheet will consist of updating the existing condition linework and topographic contours depicted. No revisions to the future airport development shown are anticipated.

6.6 – East Terminal Area Plan

The update to this sheet will consist of updating the existing condition linework and topographic contours depicted. No revisions to the future airport development shown are anticipated.

6.7 – Existing and Future Runway 8/26 Inner Approach Plan and Profile

It is anticipated that the information shown on this sheet will be split into multiple sheets.

This update will consist of relocating the Runway 8 and Runway 26 thresholds and evaluating the new obstruction data for both runway ends for the surfaces currently shown on the approved Airport Layout Plan. Additionally, the update to this sheet will consist of updating the existing condition linework and topographic contours depicted.

6.8 – Airspace Determination and Coordination/Edits

The full Airport Layout Plan set will be submitted to IDA/FAA, along with a request for an airspace determination. Coordination may be required to resolve any comments from FAA at

determination level. **Up to one (1) re-submittal** to FAA shall be performed while attempting to reach final approval of the ALP. The Consultant will prepare necessary request forms/letters for all airspace coordination. A favorable airspace determination will ensure that the Sponsor may move forward with the proposed improvements and ensure that the improvements comply with FAA standards and aviation laws.

6.9 – ALP Deliverables

Deliverables for the various project milestones for the Sponsor, IDA and FAA shall include the following:

| Document | 3CK | FAA | IDA | Consultant |
|-------------------------|-----|-----|-----|------------|
| Draft ALP Set | 1 | 2 | 1 | 2 |
| Final Approved ALP Set | 1 | 2 | 1 | 2 |
| Final Digital ALP Files | 1 | - | 1 | - |

Electronic versions (in .pdf format) of all deliverables will be provided to the FAA, IDA and sponsor.

ADMINISTRATIVE/PROJECT MANAGEMENT

7.0 – ALP/AGIS PROJECT MANAGEMENT

7.1 – Project Management

The Consultant will manage the Master Plan and provide oversight. Project management tasks will include routine coordination and management, monitoring, meeting minute preparation, FAA and airport coordination, work plan updates, and project close-out procedures.

7.2 – FAA Deliverable Review Coordination

Experience in completing past planning projects in Illinois has indicated that significant effort is required to coordinate project deliverable reviews with IDA and FAA Chicago ADO staff. These tasks include verbal and written communication with IDA and ADO staff, as well as in-person meetings to facilitate review and comment distribution. **Two (2) meetings** with IDA and FAA Chicago ADO are assumed as part of this task.

POTENTIAL OUT OF SCOPE WORK

The success of this project, and the ability to deliver the work products on time and within the budget, is dependent upon many variables which are often beyond the Consultant's control. Examples include but are not limited to: accuracy and availability of data from previous studies;

additional meetings required to coordinate issues; additional analyses requested by FAA, IDA, or the Sponsor, that are not provided for in this scope; updates or changes to the FAA's Advisory Circulars or other related guidance documents; and extraordinary number of required reviews of the Consultant's draft work products. These types of issues may constitute extra services and/or expenses above those contemplated by this work scope and the associated cost proposal. As the project progresses, it will be incumbent upon the Consultant to bring to the attention of the Sponsor, IDA and FAA any unforeseen changes to this scope of work and negotiate appropriate additional compensation necessary to fund those extra costs.

Work items that are specifically excluded from this scope are the following:

1. Updating the current approved ALP drawings for 3CK beyond the "pen and ink" revisions described above.
2. Analysis related to non-compliant land uses in existing or relocated Runway Protection Zones (RPZ).
3. The development of an easement acquisition project, should the obstruction analysis indicate the presence of obstructions off Airport property.



March 16, 2018

Mr. Derek Snyder
Aviation Planner
Crawford, Murphy, Tilly, Inc.
550 North Commons Drive, Suite 116
Aurora, IL 60504

Project: Aeronautical Obstruction Survey – Lake in the Hills Airport (3CK)

Dear Mr. Snyder,

This summary of work describes our understanding of the scope of work and services required for a Airport Layout Plan and aeronautical obstruction survey at the Lake in the Hills Airport (3CK) located in Chicago/Lake in the Hills, IL. The project will be done in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations for EXISTING Runway 8/26. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16A “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS

Summary of Work

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. In addition, we will provide FAR Part 77 Surface obstruction data. CMT will be required to provide a spreadsheet identifying the applicable dimensions and slopes for FAR Part 77 Surfaces.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1”= 4,328’ of the obstruction surface areas and 1”= 1,122’ of the airport property. The aerial imagery will cover all of the VG Airspace Analysis surfaces using a Ultracam Eagle Digital Aerial Mapping System, or comparable, during leaf-on conditions.

From the 1”= 4,328’ imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0’ pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1”= 1,122’ imagery, we will produce the following:

- 100 scale mapping with 2’ contours of the existing airport property (175 acres)
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS & VGPS surfaces

Quantum Spatial will be responsible for preparation and submittal of the Statement of Work (SOW), Survey and Quality Control Plan, Imagery Acquisition Plan, and Imagery Acquisition Report and all associated data files as required for submission to the FAA AGIS online database. CMT will provide QSI with survey



documents required for the Image Delivery. QSI will provide data relating to our effort for CMT to prepare the Final Report.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition, we insure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Lake in the Hills (3CK) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the IL State Plane Coordinate System, East Zone in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

CMT will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16A
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. Quantum Spatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- *Full field-collected attribution of all airport features (Optional)*
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for *Airport Layout Plan*."
- **Data upload and Final Survey Report**

Photogrammetric Mapping

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the RFP (see exhibit).

We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format.



Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the airport property, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to the AGIS database will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runways 8/26 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in AGIS in ESRI Shapefile format.

Other Obstruction Surveys

Other obstructions to be provided directly to CMT include:

- Part 77 Analysis of Runway 8/26 – Non-Precision

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

Quantum Spatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan
- Image Delivery
- Color digital orthophotos
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 8/26
- Planimetric data and two foot contours to 18B specs (Shapefile format)



- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to CMT:

- Topologically structured Planimetric data and two foot contours in Civil 3D format
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (airport property)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)
- Part 77 obstruction survey data for Runway 8/26 in Microstation/Excel/CSV file format

All digital files will be delivered on external hard drive or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$33,737.00

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by CMT. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Quantum Spatial.

Quantum Spatial Representative

Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

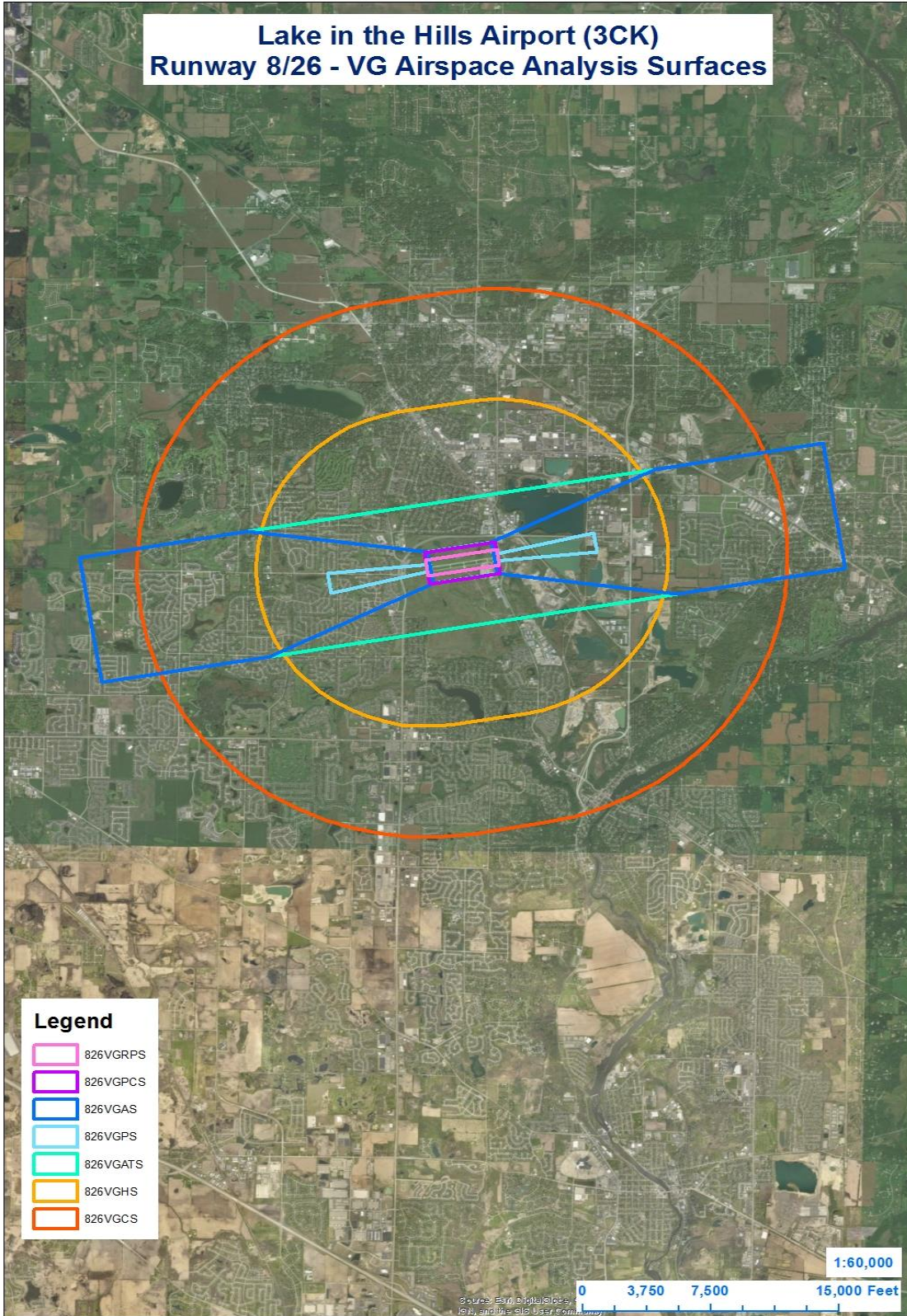
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at (920) 912-6263 or email me at the address shown below.

Sincerely,
Quantum Spatial, Inc.

Robert Vander Meer
Vice President
rvandermeer@quantumspatial.com

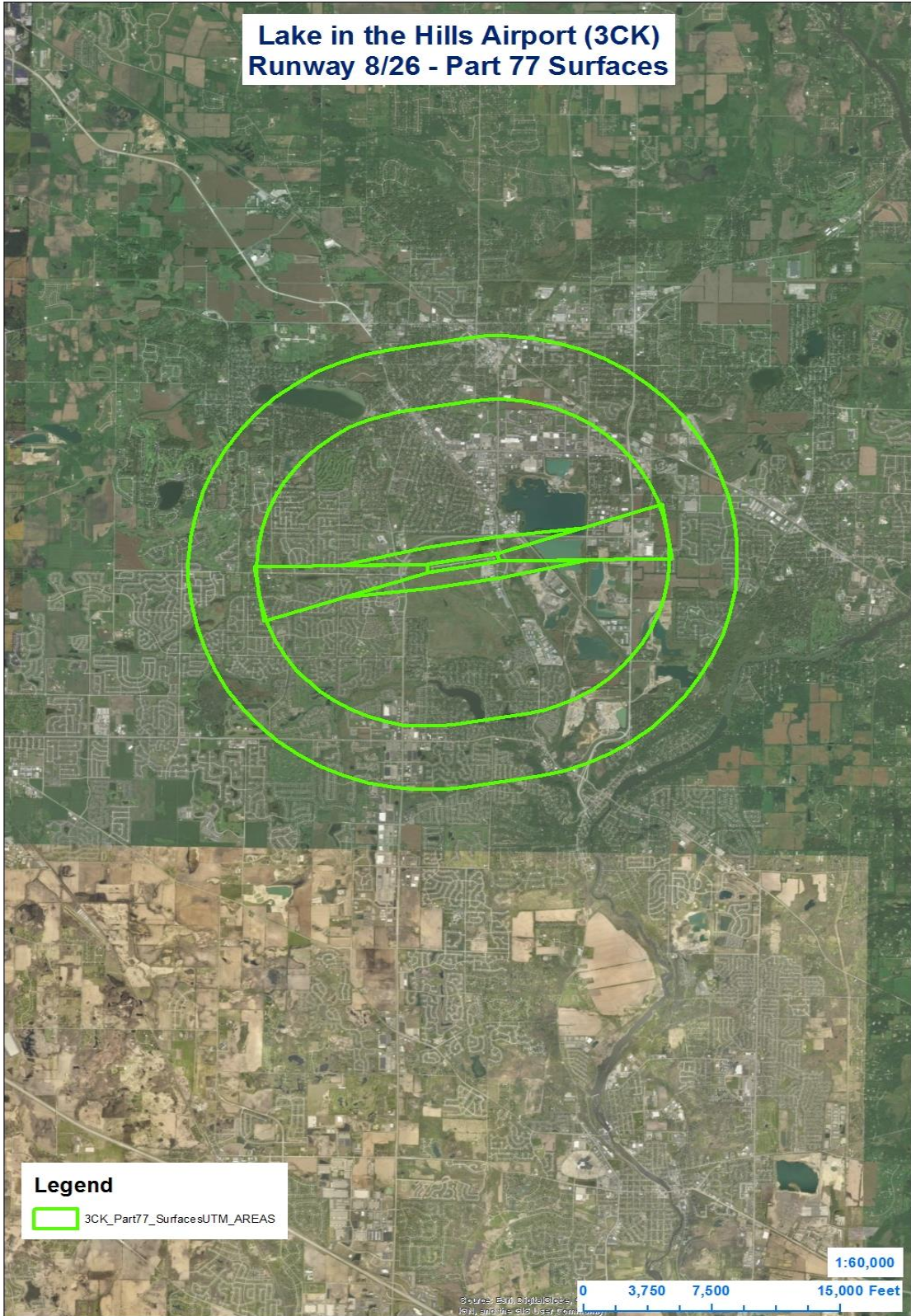


Lake in the Hills Airport (3CK) Runway 8/26 - VG Airspace Analysis Surfaces



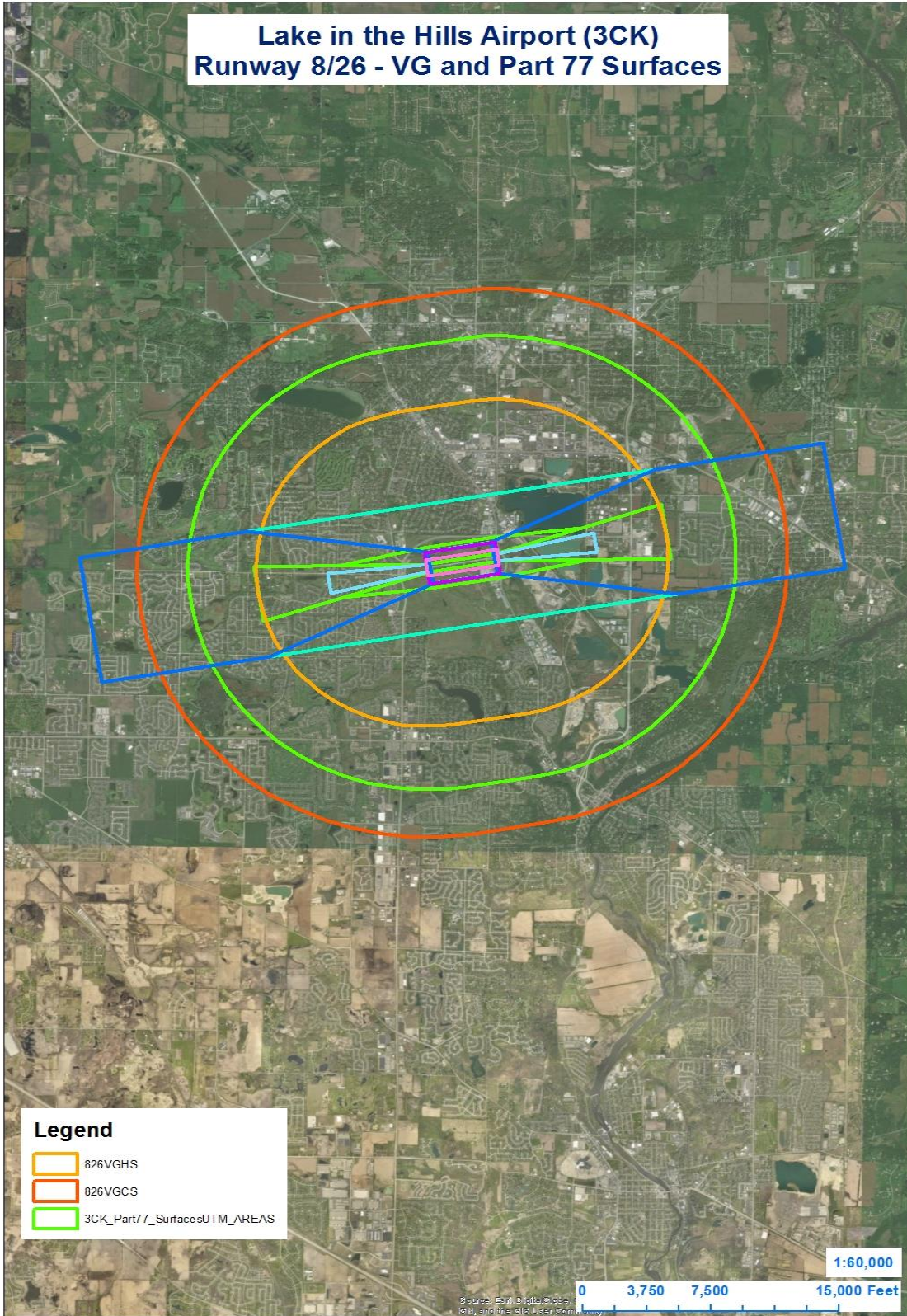


Lake in the Hills Airport (3CK)
Runway 8/26 - Part 77 Surfaces





Lake in the Hills Airport (3CK) Runway 8/26 - VG and Part 77 Surfaces





Lake in the Hills Airport (3CK)
Orthophoto Limits - 1 Foot GSD



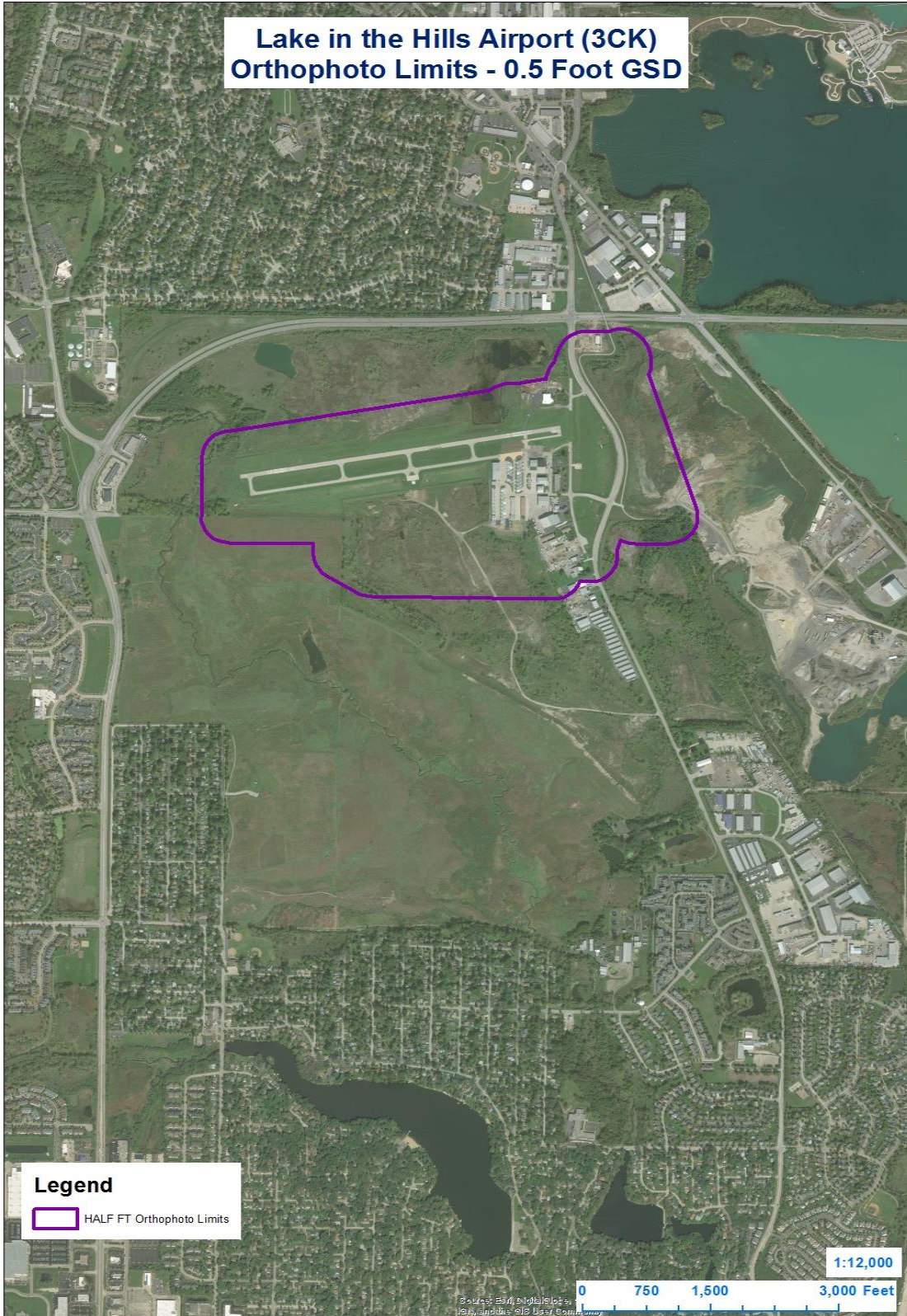


Lake in the Hills Airport (3CK)
Mapping Limits - 1"=100' Plan with 2 Foot Contours





Lake in the Hills Airport (3CK)
Orthophoto Limits - 0.5 Foot GSD





REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Public Works

SUBJECT: Award the Airport Fuel Supplier Contract to Arrow Energy

EXECUTIVE SUMMARY

The Village's current contract with Arrow Energy of Saline, Michigan, to provide aviation fuel to the airport expires in April of this year. As such, on January 30, 2019, Village staff released a Request for Proposal (RFP) for aviation fuels for the airport. The RFP requested pricing for the furnishing and delivering of two types of aviation fuel, as well as business support services to assist Village staff in the resale of aviation fuels. To account for fuel price fluctuations over the contract term, the RFP pricing for both aviation fuel types is based on a regional fuel price index that is updated daily - with vendors providing a markup price that is fixed during the contract term.

Village staff notified nine vendors of this RFP opportunity and published it in the Northwest Herald. On February 15, 2019, proposals were opened from two aviation fuel suppliers, Arrow Energy of Saline, Michigan and Epic Aviation of Irving, Texas. Arrow Energy's proposal included the lowest markup prices for both aviation fuel types and business support services that meet the needs of the airport. Epic Aviation's proposal included higher markup prices and also business support services that meet the needs of the airport - and while Epic's business support services are impressive, Village staff do not believe that Epic's business support services justify paying a higher markup for aviation fuel. As such, Village staff recommend entering into a three-year contract with Arrow Energy.

Arrow Energy is the current aviation fuel provider for the airport and Village staff have been pleased with their Phillips 66 aviation fuel products as well as their business support services.

FINANCIAL IMPACT

The Village's 2019 budget includes \$374,721.00 in the Airport O&M Fund for the purchase of aviation fuel for resale. Village staff anticipate spending all \$374,721.00 in 2019 and have spent approximately \$44,000.00 with Arrow Energy year-to-date. Because aviation fuel costs fluctuate, Village staff will request spending authority for contract years 2020, 2021 and 2022, on an annual basis.

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form

RECOMMENDED MOTION

Motion to approve a three-year contract, from April 8, 2019 to April 7, 2022, for aviation fuel for the Lake in the Hills Airport with Arrow Energy of Saline, Michigan.

Motion to approve spending authority with Arrow Energy of Saline, Michigan, for fiscal year 2019, in an amount not-to-exceed \$374,721.00.

LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Michael Peranich, Airport Manager
Date: February 15, 2019
Subject: Aviation Fuels for the Lake in the Hills Airport RFP Results

The Public Works Department received and opened two proposals today at 10:00 a.m. for the Aviation Fuels for the Lake in the Hills Airport RFP. Those present were Peter D'Agostino, Michael Peranich, Donna Searle, and Meredith Devine from the Village of Lake in the Hills, and Brian Kuenner from Epic Fuels. Peter D'Agostino read the bids as followed:

| Company | Product | Price, plus (+) or minus (-) the OPIS Jet Fuel Delivered Spot Price for the Chicago market for the day of delivery, from April 8, 2019 to April 7, 2022. |
|-----------------------------------|---------------------|---|
| Arrow Energy (Saline, MI) | Jet-A | \$ 0.0675 |
| | Product | Price, plus (+) or minus (-) the OPIS Avgas Low Rack Price for the Chicago market for the day of delivery, from April 8, 2019 to April 7, 2022. |
| | 100LL | \$0.0975 |
| Company | Product | Price, plus (+) or minus (-) the OPIS Jet Fuel Delivered Spot Price for the Chicago market for the day of delivery, from April 8, 2019 to April 7, 2022. |
| Epic Aviation (Irving, TX) | Jet-A 5,000 gallons | \$0.1797 |
| | Jet-A 7,500 gallons | \$0.1517 |
| | Product | Price, plus (+) or minus (-) the OPIS Avgas Low Rack Price for the Chicago market for the day of delivery, from April 8, 2019 to April 7, 2022. |
| | 100LL 5,000 gallons | \$0.2217 |
| | 100LL 8,500 gallons | \$0.1634 |

The proposal opening concluded at 10:05 a.m.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Michael Peranich, Airport Manager
Date: February 26, 2019
Subject: Aviation Fuel Supplier RFP Award Recommendation

Dan,

Proposals were opened earlier this month from perspective aviation fuel providers. Epic Fuels and Arrow Energy both submitted proposals.

As outlined in the RFP results memo, Arrow Energy provided the lowest quoted margin above the terminal prices. While Epic Fuels support system was more robust including discounted annual passes to the National Business Aviation Association conference in Florida, it is my opinion that such support would not offer much value to Lake in the Hills with only three based jet aircraft.

Arrow's quoted price would position the Village to be as competitive as possible with regard to fuel sales among neighboring airports – a trait that has proven to more effective than any other marketing effort at driving additional sales. It is my recommendation to award the aviation fuel supply contract to Arrow for the next three years. The contract will include provisions for 2 one-year extensions.

APPENDIX 4

**VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM**

CONTRACTOR'S NAME: Arrow Energy, Inc.

ADDRESS: 1404 Industrial Dr. Suite 3

Saline, MI 48176

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

Aviation Fuels for the Lake in the Hills Airport

| Product | Price, plus (+) or minus (-) the OPIS Jet Fuel Delivered Spot Price for the Chicago market for the day of delivery, from April 8, 2019 to April 7, 2022. |
|---------|--|
| Jet-A | \$+.0675 |

| Product | Price, plus (+) or minus (-) the OPIS Avgas Low Rack Price for the Chicago market for the day of delivery, from April 8, 2019 to April 7, 2022. |
|---------|---|
| 100LL | \$+.0975 |

* Bid price includes Freight and Margin. Bid price does not include taxes

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for provision of Aviation Fuels for the Lake in the Hills Airport in accordance with the attached specifications.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at Saline, MI this 11th day of February, 2019.

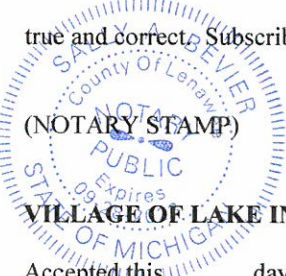
By: [Signature]
(signature)

Its: Aviation Fuel Sales
Title

Devin Messing, being duly sworn, deposes and states that he/she is the Fuel
Salesman of Arrow Energy, Inc. and that the statement above is

true and correct. Subscribed and sworn before me this 11th day of February, 2019

[Signature]
Notary Public



VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-42

EXECUTIVE SUMMARY

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. Guillermo Santaella is requesting a new ground lease on Hangar PAP-42. This lease is for the period of March 15, 2019 through March 14, 2039. The lease includes an option to renew for four additional five-year terms.

Mr. Santaella has signed the appropriate lease form and submitted acceptable proof of insurance. He is already a tenant of the airfield so no background check was conducted at this time.

FINANCIAL IMPACT

The Airport Fund will receive \$2,390.04 annually from the ground lease and another \$264 from electrical fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-42 Ground Lease

RECOMMENDED MOTION

Motion to approve the ordinance and authorize the Village President and Village Clerk to sign the ground lease for Hangar PAP-42 with Guillermo Santaella.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills and Guillermo
Santaella for PAP-42**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That the President is hereby authorized to enter into a Ground Lease between the Village and Guillermo Santaella for PAP-42 at the Lake in the Hills Airport:

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 14th day of March, 2019 by roll call vote
as follows:

| | Ayes | Nays | Absent | Abstain |
|-----------------------------|-------|-------|--------|---------|
| Trustee Stephen Harlfinger | _____ | _____ | _____ | _____ |
| Trustee Ray Bogdanowski | _____ | _____ | _____ | _____ |
| Trustee Bob Huckins | _____ | _____ | _____ | _____ |
| Trustee Bill Dustin | _____ | _____ | _____ | _____ |
| Trustee Suzanne Artinghelli | _____ | _____ | _____ | _____ |
| Trustee Suzette Bojarski | _____ | _____ | _____ | _____ |
| President Russ Ruzanski | _____ | _____ | _____ | _____ |

APPROVED THIS 14TH DAY OF MARCH, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS
LAKE IN THE HILLS AIRPORT GROUND LEASE

THIS GROUND LEASE (this “Lease”) made and entered into at Lake in the Hills, Illinois, this 14th day of March, 2019 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Guillermo Santaella (the “Lessee”).

WITNESSETH:

WHEREAS, the Lessor does hereby let and lease to the Lessee the parcel of property depicted on Exhibit A attached to and by this reference incorporated into this Lease at the Lake in the Hills Airport (the “Airport”), which parcel of property is commonly known as:

[PAP-42]

Lot dimensions 42’3” X 18’ by 16’5” X 20’7” (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on March 15, 2019, and shall continue for a period of 20 years and shall terminate March 14, 2039 (the “Initial Term”) unless sooner terminated as hereinafter provided.

1.02 The Lessee shall have the option to renew this Lease for four (4) additional terms of five years (the “Extension Terms”), which Extension Terms shall commence on the day immediately following the last day of the then existing Term, provided (i) that the Lessee notifies the Lessor in writing (the “Extension Notice”) at least 60 days prior to the expiration of the existing Term that the Lessee intends to renew this Lease for one of the Extension Terms; (ii) that the Lessee is not in default of any obligation or duty imposed upon it by this Lease; and (iii) that the Lessor may increase, modify, or otherwise alter, for the Extension Terms, the amount of rent paid by the Lessee. The Lessor shall notify the Lessee in writing of any rent increase (the “Rental Increase Notice”) within 30 days of receipt of the Extension Notice. In the event the Lessee determines that the rental increase is unreasonable, the Lessee shall have 10 days after Lessor’s delivery of the Rental Increase Notice to elect to terminate this Lease. In the event the Lessee elects to terminate this Lease pursuant to the terms of this Article 1.02, then the Lessee shall provide the Lessor with written notice (the “Termination Notice”) of its intention to do so no later than 10 days after the Lessor’s delivery of the Rental Increase Notice. In the event the Lessor does not receive the Termination Notice within the 10-day period of time, it shall be conclusively presumed that the Lessee has elected not to terminate this Lease

ARTICLE 2: USE

2.01 The Premises shall be used, occupied, and maintained by the Lessee for the sole purpose of supporting an Aircraft Hangar/Storage facility (the “Hangar”) for aircraft owned or leased by the Lessee and for lease for storage of other aircraft, and uses reasonably incidental thereto, and for no other purpose (the “Approved Uses”).

2.02 The Lessee shall not conduct any business activities or aviation-related activities other than the Approved Uses, unless the Lessee shall also have a separate and valid commercial activity agreement with the Lessor. The Lessee shall comply with (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government and the Airport rules and regulations.

2.03 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.04 The Lessee shall be entitled to the non-exclusive use, in common with other users, of the public facilities of the Airport solely for the purpose of ingress and egress to and from the Premises. The Lessee shall not use the public areas for the transient or permanent tie-down of aircraft or for any purposes other than as expressly permitted by this Lease.

2.05 The Lessee shall, at the Lessee's own expense, comply with all present and hereinafter enacted environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq., Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Safe Drinking Water Act, 42 U.S.C. Section 300 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., and the regulations promulgated thereunder and any other laws, regulations, and ordinances (whether enacted by the local, state or federal governments) now in effect or hereinafter enacted, that deal with the regulation or protection of the environment and hazardous materials. The Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, or stored on, under, or about the Premises. The Lessee shall not keep on the Premises any inflammables, such as gasoline, kerosene, naphtha, or benzine or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature, except such materials and equipment commonly related to airplane maintenance. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease.

Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate, cancel, quit, or surrender any portion of the Premises hereunder except in accordance with the expressed terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except in the event of termination without the fault of Lessee or termination upon change of ownership in accordance with Article 12 of this Lease, or dis-affirmed by the Lessee, all remaining rent payments which would have become due and payable in accordance with the terms hereof had this Lease not been terminated or dis-affirmed in whole or part shall become immediately due and payable. Each rent or any other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. Payment of a late charge to the Lessor shall in no way interfere with the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

4.01 The Lessee acknowledges that at any time during the term(s) of this Lease, the Lessor may need to relocate the Hangar to another comparable location at the Airport (the "Relocation"). In the event the Lessor determines in its sole and absolute discretion that Relocation is necessary, the Lessor shall provide the Lessee with 30 days written notice of its intention to relocate. The Hangar will be relocated to another location that, in the sole discretion of the Lessor, is comparable to the Premises, and the definition of the "Premises" shall be revised to reflect the new location. The Lessor will pay for the following costs of Relocation: preparation of the new site, relocation of the Hangar and hangar facilities onto the new site, and all costs directly associated with the Relocation. The Lessee shall have no right to reimbursement from the Lessor for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

4.02 The Lessor shall not be responsible for theft, loss, injury, damage, or destruction of the Hangar or of any aircraft or other property on the Premises during the Relocation. The Lessee hereby releases and discharges the Lessor for the loss of or damage to the Lessee's property, except for that loss or damage arising out of the Lessor's negligence during the Relocation.

ARTICLE 5: CONDITION OF PREMISES; REPAIR

5.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition. The Lessee acknowledges that its decision to enter into this Lease was based on its own knowledge and analysis and not on any representations by the Lessor, and the Lessee waives any and all claims against the Lessor in connections therewith. At the termination of this Lease, the Lessee shall, at Lessee's sole expense, remove the Hangar, including any foundation, and restore the Premises to a natural state, including grading and grass seeding.

5.02 The Lessee agrees, at its sole cost and expense, to repair, replace, or reconstruct the Hangar and other improvements located on the Premises that are damaged or destroyed by fire or other casualty, or required to be repaired, removed, or reconstructed by any governmental or military authority. Such repair, replacement, or reconstruction shall be accomplished within such time as may be reasonable under the circumstances after allowing for delays caused by strikes, lockouts, acts of God, fire, extraordinary weather conditions, or any other cause or casualty beyond the reasonable control of Lessee (the "Reasonable Time Period"). The design and specifications of such repair, replacement, or reconstruction shall be as determined by Lessee; but such work shall restore the Premises to not less than its condition prior to said need for repair.

ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

(a) The Lessee shall not commit, suffer, or allow to be committed or suffered any acts of waste on the Premises, or commit or permit to be committed any acts which will in any way constitute a public or private nuisance or an unlawful or immoral act. Only the Approved Uses shall be permitted.

(b) All maintenance to the Hangar (b) other improvements or any repair of damages to same from any cause shall be the sole responsibility of the Lessee and shall be made in the Reasonable Time Period and at the Lessee's expense (unless such damage was caused by the negligence of the Lessor) and same shall comply fully with all applicable laws, ordinances, and other government regulations, codes, and directions.

(c) The Lessee shall not erect or install any sign of any kind anywhere in or on the Premises without the specific prior written consent of the Lessor. In addition, the Lessee shall not use any broadcast or audio advertising media, including but not limited to loudspeakers, phonographs, or radio or television broadcasts, in a manner visible or audible outside of the Hangar.

(d) The Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings or exterior decoration or paintings or build any enclosures or audio or television antenna, loudspeakers, sound amplifiers, or similar devices on the roof or exterior walls of the Hangar without the specific prior written consent of the Lessor.

(e) The Lessee shall store all trash and garbage within proper receptacles in the Hangar and around the Premises. The Lessee shall not burn any trash or garbage of any kind in or about the Premises.

ARTICLE 7: REMEDIES

7.01 In the event of any default by the Lessee with respect to any of the events below and the Lessee's failure to cure said default within 10 days after written notice thereof by the Lessor, the Lessor may immediately terminate this Lease and/or the Lessee's right to possession hereunder, and pursue any other remedy available to the Lessor at law or in equity and including, without limitation, those remedies set forth at the end of this Article, upon the happening of one or more of the following events:

- (a) The making by the Lessee of an assignment for the benefit of the creditors without the written consent of the Village Administrator;
- (b) The operation or supervision of any business other than the Approved Uses conducted in the Premises by the Lessee, or by anyone else, except only with the prior specific written consent of the Lessor;
- (c) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (d) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefor against the Premises or any part of the Premises;
- (e) The failure of the Lessee to pay any Rent when due, which shall not be in lieu of any statutorily prescribed remedies for the Lessee's failure to pay Rent but shall be in addition thereto;
- (f) If the estate created hereby shall be taken in execution or by other process of law or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee or composition for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;
- (g) Any failure of the Lessee to keep and perform fully any of its covenants under this Lease;

- (h) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;
- (i) If the Lessee is a corporation, the sale of any of the Lessee's stock pledged for any purpose, whether by virtue of execution or otherwise.

7.02 Upon the event of a default hereunder by the Lessee, the Lessor shall have the right to cure the default, at its option, by any means reasonably necessary. In such event, the Lessee shall reimburse the Lessor for all reasonable costs incurred by the Lessor in curing the default.

7.03 Upon the termination of this Lease or the Lessee's right to possession hereunder, the Lessor may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. Upon termination of either the Lessee's right to possession or the Lease, the Lessor shall be entitled to recover immediately an amount equal to the minimum rent for the balance of the term less the amount of any minimum rental obtained from any other lessee for the balance of the term in the event the said premises are re-let. Upon and after entry into possession without termination of this Lease, the Lessor may, but need not, re-let the Premises or any part thereof for the account of the Lessee for such rent, for such time and upon such terms as the Lessor in its sole discretion shall determine.

ARTICLE 8: TAXES

The Premises is owned by the Lessor and is currently tax-exempt. Therefore, in the event the Lessee's operations on the Premises cause a tax to be assessed against, levied upon, or otherwise become payable in respect of the Premises or the use thereof, the Lessee shall pay all taxes relating to the Premises or to this Lease, including all real estate taxes, personal property taxes and leasehold taxes, unforeseen as well as foreseen, that are assessed against, levied upon and become payable in respect of the Premises or the use thereof during the term(s) of this Lease; provided, however, that in the event such taxes are imposed as a result of Lessor's actions under the Lease, then the Lessee shall not be responsible for said taxes. Such payment of taxes by Lessee shall be in addition to the payment of Rent.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of airport liability and property damage insurance with respect to the Hangar and the Premises or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered

to the Lessor prior to the commencement hereof. In the event the Lessee shall fail to procure said insurance, the Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

9.02 The Lessee, shall at the Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy for fire and property damage insurance with respect to the Hangar and all other Lessee property contained on the Premises, as well as all other improvements on the Premises, in such amount and form, and with such companies, as the Lessor may reasonably determine. The Lessee shall, from time to time, as requested by the Lessor, deliver certificates of such insurance verifying coverage to the Lessor.

9.03 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney's fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent of the Lessee.

ARTICLE 10: SUBORDINATION

The parties to this Lease desire that this Lease be prior in lien to all other documents, including mortgages, trust deeds, or other encumbrances that may hereafter be recorded against the Premises. Lessee agrees to subordinate any mortgage, trust deed, or other encumbrance that may hereafter be placed on the Premises, or to any advances to be made thereunder and to interest thereon and all renewals, replacements, and extensions thereof, to this Lease; and the Lessee agrees to execute any instrument or instruments which the Lessor may reasonably, at the Lessor's sole and complete discretion, require to effect such subordination, provided that the Lessee and its successors and assigns shall have the right to freely, peaceably, and quietly occupy and enjoy the full possession and use of said premises as long as the Lessee shall not be in default under this Lease, and subject to the Lessor's right to relocate the Lessee as set forth in Article 4 of this Lease. In the event of any mortgagee, trustee, or encumbrancer notifying the Lessee to that effect, this Lease shall be deemed prior in lien to said mortgage, trust deed, or encumbrance whether or not this Lease is dated prior to or subsequent to the date of said mortgage, trust deed, or encumbrance.

ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

11.01 This Section 11.01 is applicable if the Premises are unimproved as of the effective date of this Lease. During the term of this Lease, unless this Lease shall be sooner terminated in accordance with the terms hereof; the Lessee, at its sole cost and expense, shall construct or place on the Premises the Hangar and related improvements in accordance with the Lessee's plans and specifications as set forth in Exhibit C attached to and by this reference incorporated into this Lease (the "Plans"). The Hangar and related improvements shall be constructed in accordance with all applicable federal, state and local laws, codes, ordinances, and regulations and shall have the specific prior written approval of the Lessor.

11.02 All repairs, construction, modifications, alterations, or changes made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written consent, which the Lessor may withhold for any reason that the Lessor deems sufficient. Notwithstanding anything to the contrary herein, no alterations to the Premises are allowed during the term(s) of this Lease except for the construction of the Hangar and related improvements. Any of the foregoing that the Lessee undertakes shall be done at the Lessee's sole cost and expense and none of the foregoing nor any other act shall be allowed or suffered which may create any mechanic's lien or claim for lien against the Premises. In the event any lien or claim for lien upon the Lessor's title or the Premises results from any act or neglect of the Lessee, and the Lessee fails to remove said lien or dismiss such claim for lien within 10 days after the Lessors notice to do so, the Lessor may, but need not, remove the lien or satisfy such claim for lien by paying the full amount thereof without any investigation or contest of the validity or amount thereof and the Lessee shall pay the Lessor promptly upon demand, and as additional rent, the amount paid out by the Lessor, including the Lessor's costs, expenses, and counsel fees.

ARTICLE 12: ASSIGNMENT OR SUBLETTING

The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor (which consent shall not be unreasonably denied); provided, however, that the Lessee may sublet the Premises for the remainder of the then existing Term with the prior written consent of the Lessor (which consent shall not be unreasonably denied) and subject to the terms of this Lease. Any assignment or subletting permitted hereunder shall not be deemed to relieve the Lessee of its obligation to pay rental and perform its other obligations hereunder. Consent by the Lessor of one assignment or one subletting or one use or occupancy of the Premises shall not constitute a waiver of the Lessor's rights under this Article as to any subsequent assignments, subletting, or use or occupancy. If the Lessee is a corporation or partnership, and if, during the term of this Lease, the ownership of the shares of stock or partnership interests which constitute control of the Lessee changes by reason of sale, gift, death, or otherwise, the Lessee shall provide the Lessor with written notice and confirmation of the new owner's intent to be bound by the terms of the Lease, along with evidence of the new owner's financial information to insure that the new owner is capable of performing the obligations set forth in this Lease. In the event the Lessor concludes, in the exercise of its discretion, that the new owner is not capable of performing the obligations under this Lease, the Lessor may at any time thereafter terminate this Lease by giving the Lessee written notice of such termination at least 30 days prior to the date of termination stated in the notice. Receipt of rent after such change of control shall not affect the Lessor's rights under the preceding sentence.

ARTICLE 13: UNTENANTABILITY

In the event that the Hangar shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be untenable, the Lessee shall within the Reasonable Time Period secure the Hangar and restore it in accordance with the terms of this Lease and rents due hereunder shall not be abated.

ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

14.01 At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, or upon termination of the Lessee's right of possession, the Lessee shall immediately surrender possession of the Premises to the Lessor in good condition, and shall remove the Hangar and all other improvements therefrom. If such possession is not immediately surrendered, then the Lessor may immediately enter the Premises and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary and in compliance with applicable law. If the Lessee shall fail or refuse to remove all of the Lessee's property from the Premises, then the Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Lessor without any cost either by set-off; credit, allowance, or otherwise, and the Lessor may at its option accept title to such property, or at the Lessee's expense may remove the same or any part thereof in any manner that the Lessor shall choose and store the same without incurring liability to the Lessee or any other person.

14.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rental of three times the current monthly rental, and in addition the Lessee shall be liable to the Lessor for all loss or damage on account of any holding over against the Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the Lessor from the Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after any judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, or suit or imply consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises and remove the structures.

ARTICLE 15: COSTS AND FEES

The Lessee shall pay upon demand all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation, or transaction in which the Lessor shall, without the Lessor's fault, become involved through or on account of this Lease. In the event it becomes necessary for either party hereto to file suit to enforce this Lease or any provision contained herein, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages provided for in this Lease, reasonable attorneys' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceeding.

ARTICLE 16: SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of; the parties hereto. No rights, however, shall inure to the benefit of any assignee or sub-lessee of the Lessee except only if such assignment or sublease has been specifically consented to by the Lessor in writing as provided herein.

ARTICLE 17: REMEDIES CUMULATIVE

All rights and remedies of the Lessor enumerated in this Lease shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently as often as occasion therefor arises.

ARTICLE 18: ESTOPPEL CERTIFICATE

Each party agrees at any time and from time to time, upon not less than 20 days prior written request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of this leasehold or the fee, or mortgagee or assignee of any mortgage upon this leasehold or the fee of the Premises.

ARTICLE 19: MISCELLANEOUS

19.01 The necessary grammatical changes required to make the provisions of this Lease apply to the past, present, and future and in the plural sense where appropriate and to corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

19.02 The laws of, but not the conflicts of law rules of, the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

19.03 The headings of several articles contained herein are for convenience only and do not limit or construe the contents of the articles.

19.04 All of the covenants of this Lease are independent covenants. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remainder of the Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19.05 Notwithstanding any other provision to the contrary herein, either Lessor or Lessee may, in its sole discretion, terminate this Lease upon 30 day's written notice to the other party.

ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To the Lessee at:

Guillermo Santaella
9513 Georgetown Lane
Crystal Lake, IL 60014

and to the Lessor at:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Village Administrator

with a copy to:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Airport Manager

Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 20.

ARTICLE 21: PRIOR AGREEMENTS

This Lease replaces and supersedes any other written or oral prior agreement, arrangement, or understanding between the Lessee and the Lessor or its agent, which prior agreement(s) shall be considered null and void and of no further effect whatsoever as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

[LESSOR] VILLAGE OF LAKE IN THE HILLS

By: _____
Village President

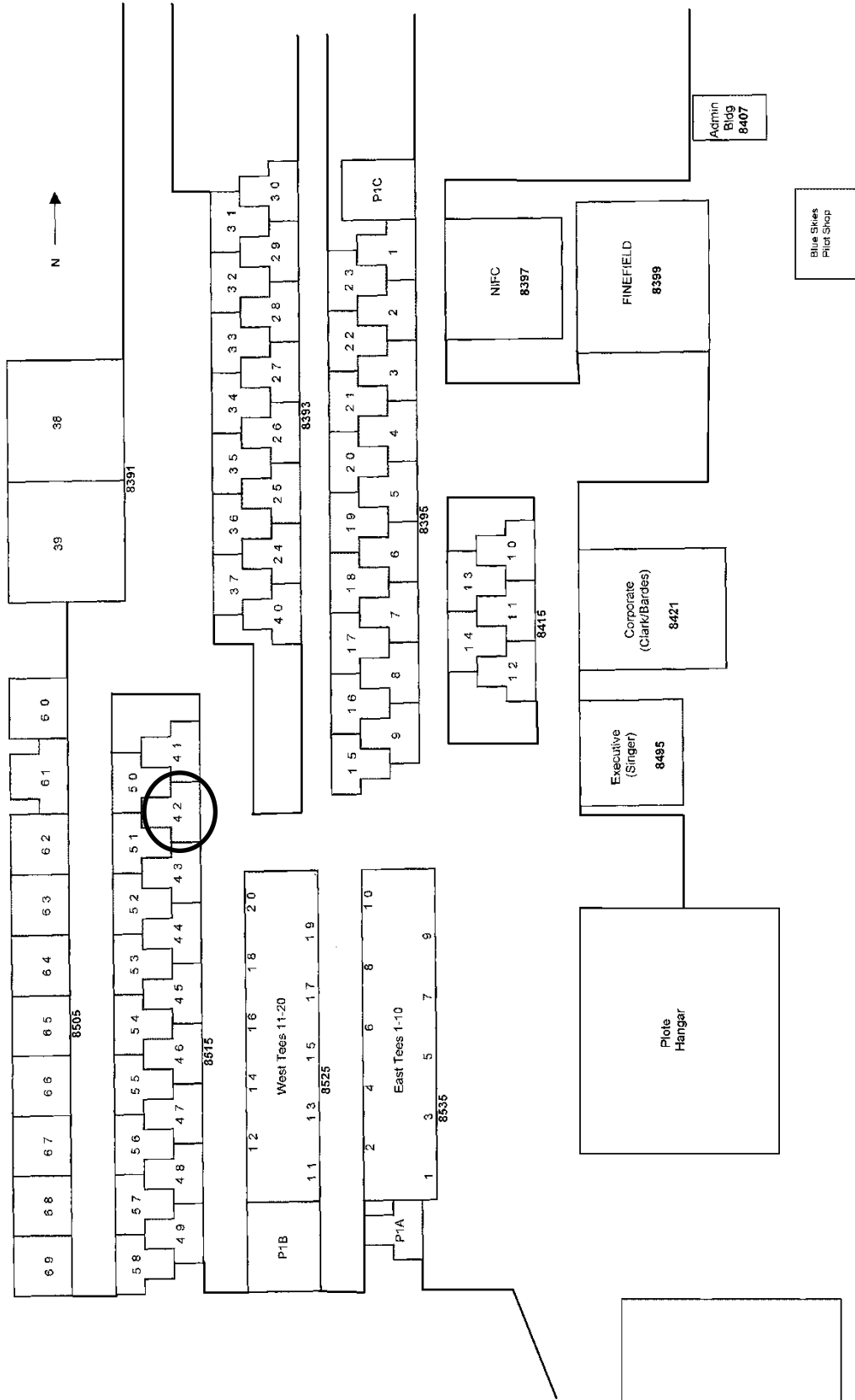
Attest: _____
Village Clerk

[LESSEE] Guillermo Santaella

By: _____

Title: _____

EXHIBIT A PREMISES



**EXHIBIT B
RENT SCHEDULE**

Village Owned Facility Leases and Tie Downs

| Description | Rate | Frequency |
|--|-------------|------------------|
| Hard surface tie downs | \$90.00 | Monthly |
| Grass tie downs | \$60.00 | Monthly |
| East and West T-Hangar Building Leases | \$299.00 | Monthly |
| Maintenance Hangar Building Lease | \$2,881.78 | Monthly |
| 8603 Pyott Road Building Lease | \$2,075.91 | Monthly |

Overnight Transient Storage

| Description | Rate | Frequency |
|------------------------------------|-------------|------------------|
| Grass Tie Down | \$5.00* | Daily |
| Hard Surface Tie Down or Ramp Area | \$10.00* | Daily |
| T-Hangar | \$30.00 | Daily |

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of aviation fuel in conjunction with that overnight stay.

Land Leases

| Description | Rate | Frequency |
|---|-------------|------------------|
| Square Hangars | \$12.42* | Cents per Month |
| T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx..) | \$191.45 | Monthly |
| T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx..) | \$199.17 | Monthly |
| T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx..) | \$214.58 | Monthly |

*Per square foot of land area occupied based on the outside perimeter of the structure (rounded to the nearest foot) unless otherwise specified in the lease.

**Private Hangar Electrical Service Fee
Monthly Fee by Breaker Size and Configuration**

| Breaker Size (Amps) | Monthly Fee (USD) | Comments |
|----------------------------|--------------------------|--|
| 20 | \$6 | Single breaker serves 3 individual hangars |
| 20 | \$11 | Single breaker serves 2 individual hangars |
| 20 | \$22 | Fee per individual breaker |
| 30 | \$33 | Fee per individual breaker |
| 40 | \$44 | Fee per individual breaker |
| 50 | \$56 | Fee per individual breaker |
| 60 | \$67 | Fee per individual breaker |

**EXHIBIT B
RENT SCHEDULE**

Disconnect/Reconnect – Electrical

If a tenant makes a request to the Village to disconnect Village provided electrical service to a private hangar, the disconnection may be completed subject to review to ensure it is feasible to complete the request. If the request is approved the tenant will not be allowed to reconnect to the Village provided electrical service for a period of 12 months. The 12-month period shall start on the date the electrical is disconnected to the private hangar. After the 12-month period, the tenant can submit a request to reconnect to the Village provided electrical service. The Village will charge a fee of \$65.00 to reconnect the Village provided electrical service.

Non-Aeronautical Storage

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

| Area in Square Feet | Monthly Rental Rate |
|---------------------|---------------------|
| 10x10 | \$33 |
| 10X30 | \$75 |

Waiver to Late Fees

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10th of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

**EXHIBIT C
PLANS**

Not applicable.



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-05

EXECUTIVE SUMMARY

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. Mike Carzoli, President of Blue Skies Flying Services of Lake in the Hills, IL, is requesting a new ground lease on Hangar PAP-05. This lease is for the period of April 1, 2019 through March 30, 2039. The lease includes an option to renew for four additional five-year terms.

Mr. Carzoli has signed the appropriate lease form and submitted acceptable proof of insurance. Mr. Carzoli is already a tenant of the airfield so no background check was conducted at this time.

FINANCIAL IMPACT

The Airport Fund will receive \$2,390.04 annually from the ground lease and another \$264 from electrical fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-05 Ground Lease

RECOMMENDED MOTION

Motion to approve the ordinance and authorize the Village President and Village Clerk to sign the ground lease for Hangar PAP-05 with Blue Skies Flying Service of Lake in the Hills, IL

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills and Blue Skies
Flying Services for PAP-5**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That the President is hereby authorized to enter into a Ground Lease between the Village and Blue Skies Flying Services for PAP-5 at the Lake in the Hills Airport:

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 14th day of March, 2019 by roll call vote as follows:

| | Ayes | Nays | Absent | Abstain |
|-----------------------------|-------|-------|--------|---------|
| Trustee Stephen Harlfinger | _____ | _____ | _____ | _____ |
| Trustee Ray Bogdanowski | _____ | _____ | _____ | _____ |
| Trustee Bob Huckins | _____ | _____ | _____ | _____ |
| Trustee Bill Dustin | _____ | _____ | _____ | _____ |
| Trustee Suzanne Artinghelli | _____ | _____ | _____ | _____ |
| Trustee Suzette Bojarski | _____ | _____ | _____ | _____ |
| President Russ Ruzanski | _____ | _____ | _____ | _____ |

APPROVED THIS 14TH DAY OF MARCH, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS
LAKE IN THE HILLS AIRPORT GROUND LEASE

THIS GROUND LEASE (this “Lease”) made and entered into at Lake in the Hills, Illinois, this 14th day of March, 2019 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Blue Skies Flying Services Inc. (the “Lessee”).

WITNESSETH:

WHEREAS, the Lessor does hereby let and lease to the Lessee the parcel of property depicted on Exhibit A attached to and by this reference incorporated into this Lease at the Lake in the Hills Airport (the “Airport”), which parcel of property is commonly known as:

[PAP-05]

Lot dimensions 42’3” X 18’ by 16’5” X 20’7” (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on April 1, 2019, and shall continue for a period of 20 years and shall terminate March 30, 2039 (the “Initial Term”) unless sooner terminated as hereinafter provided.

1.02 The Lessee shall have the option to renew this Lease for four (4) additional terms of five years (the “Extension Terms”), which Extension Terms shall commence on the day immediately following the last day of the then existing Term, provided (i) that the Lessee notifies the Lessor in writing (the “Extension Notice”) at least 60 days prior to the expiration of the existing Term that the Lessee intends to renew this Lease for one of the Extension Terms; (ii) that the Lessee is not in default of any obligation or duty imposed upon it by this Lease; and (iii) that the Lessor may increase, modify, or otherwise alter, for the Extension Terms, the amount of rent paid by the Lessee. The Lessor shall notify the Lessee in writing of any rent increase (the “Rental Increase Notice”) within 30 days of receipt of the Extension Notice. In the event the Lessee determines that the rental increase is unreasonable, the Lessee shall have 10 days after Lessor’s delivery of the Rental Increase Notice to elect to terminate this Lease. In the event the Lessee elects to terminate this Lease pursuant to the terms of this Article 1.02, then the Lessee shall provide the Lessor with written notice (the “Termination Notice”) of its intention to do so no later than 10 days after the Lessor’s delivery of the Rental Increase Notice. In the event the Lessor does not receive the Termination Notice within the 10-day period of time, it shall be conclusively presumed that the Lessee has elected not to terminate this Lease

ARTICLE 2: USE

2.01 The Premises shall be used, occupied, and maintained by the Lessee for the sole purpose of supporting an Aircraft Hangar/Storage facility (the “Hangar”) for aircraft owned or leased by the Lessee and for lease for storage of other aircraft, and uses reasonably incidental thereto, and for no other purpose (the “Approved Uses”).

2.02 The Lessee shall not conduct any business activities or aviation-related activities other than the Approved Uses, unless the Lessee shall also have a separate and valid commercial activity agreement with the Lessor. The Lessee shall comply with (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government and the Airport rules and regulations.

2.03 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.04 The Lessee shall be entitled to the non-exclusive use, in common with other users, of the public facilities of the Airport solely for the purpose of ingress and egress to and from the Premises. The Lessee shall not use the public areas for the transient or permanent tie-down of aircraft or for any purposes other than as expressly permitted by this Lease.

2.05 The Lessee shall, at the Lessee's own expense, comply with all present and hereinafter enacted environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq., Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Safe Drinking Water Act, 42 U.S.C. Section 300 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., and the regulations promulgated thereunder and any other laws, regulations, and ordinances (whether enacted by the local, state or federal governments) now in effect or hereinafter enacted, that deal with the regulation or protection of the environment and hazardous materials. The Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, or stored on, under, or about the Premises. The Lessee shall not keep on the Premises any inflammables, such as gasoline, kerosene, naphtha, or benzine or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature, except such materials and equipment commonly related to airplane maintenance. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease.

Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate, cancel, quit, or surrender any portion of the Premises hereunder except in accordance with the expressed terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except in the event of termination without the fault of Lessee or termination upon change of ownership in accordance with Article 12 of this Lease, or dis-affirmed by the Lessee, all remaining rent payments which would have become due and payable in accordance with the terms hereof had this Lease not been terminated or dis-affirmed in whole or part shall become immediately due and payable. Each rent or any other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. Payment of a late charge to the Lessor shall in no way interfere with the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

4.01 The Lessee acknowledges that at any time during the term(s) of this Lease, the Lessor may need to relocate the Hangar to another comparable location at the Airport (the "Relocation"). In the event the Lessor determines in its sole and absolute discretion that Relocation is necessary, the Lessor shall provide the Lessee with 30 days written notice of its intention to relocate. The Hangar will be relocated to another location that, in the sole discretion of the Lessor, is comparable to the Premises, and the definition of the "Premises" shall be revised to reflect the new location. The Lessor will pay for the following costs of Relocation: preparation of the new site, relocation of the Hangar and hangar facilities onto the new site, and all costs directly associated with the Relocation. The Lessee shall have no right to reimbursement from the Lessor for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

4.02 The Lessor shall not be responsible for theft, loss, injury, damage, or destruction of the Hangar or of any aircraft or other property on the Premises during the Relocation. The Lessee hereby releases and discharges the Lessor for the loss of or damage to the Lessee's property, except for that loss or damage arising out of the Lessor's negligence during the Relocation.

ARTICLE 5: CONDITION OF PREMISES; REPAIR

5.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition. The Lessee acknowledges that its decision to enter into this Lease was based on its own knowledge and analysis and not on any representations by the Lessor, and the Lessee waives any and all claims against the Lessor in connections therewith. At the termination of this Lease, the Lessee shall, at Lessee's sole expense, remove the Hangar, including any foundation, and restore the Premises to a natural state, including grading and grass seeding.

5.02 The Lessee agrees, at its sole cost and expense, to repair, replace, or reconstruct the Hangar and other improvements located on the Premises that are damaged or destroyed by fire or other casualty, or required to be repaired, removed, or reconstructed by any governmental or military authority. Such repair, replacement, or reconstruction shall be accomplished within such time as may be reasonable under the circumstances after allowing for delays caused by strikes, lockouts, acts of God, fire, extraordinary weather conditions, or any other cause or casualty beyond the reasonable control of Lessee (the "Reasonable Time Period"). The design and specifications of such repair, replacement, or reconstruction shall be as determined by Lessee; but such work shall restore the Premises to not less than its condition prior to said need for repair.

ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

(a) The Lessee shall not commit, suffer, or allow to be committed or suffered any acts of waste on the Premises, or commit or permit to be committed any acts which will in any way constitute a public or private nuisance or an unlawful or immoral act. Only the Approved Uses shall be permitted.

(b) All maintenance to the Hangar (b) other improvements or any repair of damages to same from any cause shall be the sole responsibility of the Lessee and shall be made in the Reasonable Time Period and at the Lessee's expense (unless such damage was caused by the negligence of the Lessor) and same shall comply fully with all applicable laws, ordinances, and other government regulations, codes, and directions.

(c) The Lessee shall not erect or install any sign of any kind anywhere in or on the Premises without the specific prior written consent of the Lessor. In addition, the Lessee shall not use any broadcast or audio advertising media, including but not limited to loudspeakers, phonographs, or radio or television broadcasts, in a manner visible or audible outside of the Hangar.

(d) The Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings or exterior decoration or paintings or build any enclosures or audio or television antenna, loudspeakers, sound amplifiers, or similar devices on the roof or exterior walls of the Hangar without the specific prior written consent of the Lessor.

(e) The Lessee shall store all trash and garbage within proper receptacles in the Hangar and around the Premises. The Lessee shall not burn any trash or garbage of any kind in or about the Premises.

ARTICLE 7: REMEDIES

7.01 In the event of any default by the Lessee with respect to any of the events below and the Lessee's failure to cure said default within 10 days after written notice thereof by the Lessor, the Lessor may immediately terminate this Lease and/or the Lessee's right to possession hereunder, and pursue any other remedy available to the Lessor at law or in equity and including, without limitation, those remedies set forth at the end of this Article, upon the happening of one or more of the following events:

- (a) The making by the Lessee of an assignment for the benefit of the creditors without the written consent of the Village Administrator;
- (b) The operation or supervision of any business other than the Approved Uses conducted in the Premises by the Lessee, or by anyone else, except only with the prior specific written consent of the Lessor;
- (c) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (d) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefor against the Premises or any part of the Premises;
- (e) The failure of the Lessee to pay any Rent when due, which shall not be in lieu of any statutorily prescribed remedies for the Lessee's failure to pay Rent but shall be in addition thereto;
- (f) If the estate created hereby shall be taken in execution or by other process of law or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee or composition for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;
- (g) Any failure of the Lessee to keep and perform fully any of its covenants under this Lease;

- (h) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;
- (i) If the Lessee is a corporation, the sale of any of the Lessee's stock pledged for any purpose, whether by virtue of execution or otherwise.

7.02 Upon the event of a default hereunder by the Lessee, the Lessor shall have the right to cure the default, at its option, by any means reasonably necessary. In such event, the Lessee shall reimburse the Lessor for all reasonable costs incurred by the Lessor in curing the default.

7.03 Upon the termination of this Lease or the Lessee's right to possession hereunder, the Lessor may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. Upon termination of either the Lessee's right to possession or the Lease, the Lessor shall be entitled to recover immediately an amount equal to the minimum rent for the balance of the term less the amount of any minimum rental obtained from any other lessee for the balance of the term in the event the said premises are re-let. Upon and after entry into possession without termination of this Lease, the Lessor may, but need not, re-let the Premises or any part thereof for the account of the Lessee for such rent, for such time and upon such terms as the Lessor in its sole discretion shall determine.

ARTICLE 8: TAXES

The Premises is owned by the Lessor and is currently tax-exempt. Therefore, in the event the Lessee's operations on the Premises cause a tax to be assessed against, levied upon, or otherwise become payable in respect of the Premises or the use thereof, the Lessee shall pay all taxes relating to the Premises or to this Lease, including all real estate taxes, personal property taxes and leasehold taxes, unforeseen as well as foreseen, that are assessed against, levied upon and become payable in respect of the Premises or the use thereof during the term(s) of this Lease; provided, however, that in the event such taxes are imposed as a result of Lessor's actions under the Lease, then the Lessee shall not be responsible for said taxes. Such payment of taxes by Lessee shall be in addition to the payment of Rent.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of airport liability and property damage insurance with respect to the Hangar and the Premises or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered

to the Lessor prior to the commencement hereof. In the event the Lessee shall fail to procure said insurance, the Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

9.02 The Lessee, shall at the Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy for fire and property damage insurance with respect to the Hangar and all other Lessee property contained on the Premises, as well as all other improvements on the Premises, in such amount and form, and with such companies, as the Lessor may reasonably determine. The Lessee shall, from time to time, as requested by the Lessor, deliver certificates of such insurance verifying coverage to the Lessor.

9.03 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney's fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent of the Lessee.

ARTICLE 10: SUBORDINATION

The parties to this Lease desire that this Lease be prior in lien to all other documents, including mortgages, trust deeds, or other encumbrances that may hereafter be recorded against the Premises. Lessee agrees to subordinate any mortgage, trust deed, or other encumbrance that may hereafter be placed on the Premises, or to any advances to be made thereunder and to interest thereon and all renewals, replacements, and extensions thereof, to this Lease; and the Lessee agrees to execute any instrument or instruments which the Lessor may reasonably, at the Lessor's sole and complete discretion, require to effect such subordination, provided that the Lessee and its successors and assigns shall have the right to freely, peaceably, and quietly occupy and enjoy the full possession and use of said premises as long as the Lessee shall not be in default under this Lease, and subject to the Lessor's right to relocate the Lessee as set forth in Article 4 of this Lease. In the event of any mortgagee, trustee, or encumbrancer notifying the Lessee to that effect, this Lease shall be deemed prior in lien to said mortgage, trust deed, or encumbrance whether or not this Lease is dated prior to or subsequent to the date of said mortgage, trust deed, or encumbrance.

ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

11.01 This Section 11.01 is applicable if the Premises are unimproved as of the effective date of this Lease. During the term of this Lease, unless this Lease shall be sooner terminated in accordance with the terms hereof; the Lessee, at its sole cost and expense, shall construct or place on the Premises the Hangar and related improvements in accordance with the Lessee's plans and specifications as set forth in Exhibit C attached to and by this reference incorporated into this Lease (the "Plans"). The Hangar and related improvements shall be constructed in accordance with all applicable federal, state and local laws, codes, ordinances, and regulations and shall have the specific prior written approval of the Lessor.

11.02 All repairs, construction, modifications, alterations, or changes made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written consent, which the Lessor may withhold for any reason that the Lessor deems sufficient. Notwithstanding anything to the contrary herein, no alterations to the Premises are allowed during the term(s) of this Lease except for the construction of the Hangar and related improvements. Any of the foregoing that the Lessee undertakes shall be done at the Lessee's sole cost and expense and none of the foregoing nor any other act shall be allowed or suffered which may create any mechanic's lien or claim for lien against the Premises. In the event any lien or claim for lien upon the Lessor's title or the Premises results from any act or neglect of the Lessee, and the Lessee fails to remove said lien or dismiss such claim for lien within 10 days after the Lessors notice to do so, the Lessor may, but need not, remove the lien or satisfy such claim for lien by paying the full amount thereof without any investigation or contest of the validity or amount thereof and the Lessee shall pay the Lessor promptly upon demand, and as additional rent, the amount paid out by the Lessor, including the Lessor's costs, expenses, and counsel fees.

ARTICLE 12: ASSIGNMENT OR SUBLETTING

The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor (which consent shall not be unreasonably denied); provided, however, that the Lessee may sublet the Premises for the remainder of the then existing Term with the prior written consent of the Lessor (which consent shall not be unreasonably denied) and subject to the terms of this Lease. Any assignment or subletting permitted hereunder shall not be deemed to relieve the Lessee of its obligation to pay rental and perform its other obligations hereunder. Consent by the Lessor of one assignment or one subletting or one use or occupancy of the Premises shall not constitute a waiver of the Lessor's rights under this Article as to any subsequent assignments, subletting, or use or occupancy. If the Lessee is a corporation or partnership, and if, during the term of this Lease, the ownership of the shares of stock or partnership interests which constitute control of the Lessee changes by reason of sale, gift, death, or otherwise, the Lessee shall provide the Lessor with written notice and confirmation of the new owner's intent to be bound by the terms of the Lease, along with evidence of the new owner's financial information to insure that the new owner is capable of performing the obligations set forth in this Lease. In the event the Lessor concludes, in the exercise of its discretion, that the new owner is not capable of performing the obligations under this Lease, the Lessor may at any time thereafter terminate this Lease by giving the Lessee written notice of such termination at least 30 days prior to the date of termination stated in the notice. Receipt of rent after such change of control shall not affect the Lessor's rights under the preceding sentence.

ARTICLE 13: UNTENANTABILITY

In the event that the Hangar shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be untenable, the Lessee shall within the Reasonable Time Period secure the Hangar and restore it in accordance with the terms of this Lease and rents due hereunder shall not be abated.

ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

14.01 At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, or upon termination of the Lessee's right of possession, the Lessee shall immediately surrender possession of the Premises to the Lessor in good condition, and shall remove the Hangar and all other improvements therefrom. If such possession is not immediately surrendered, then the Lessor may immediately enter the Premises and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary and in compliance with applicable law. If the Lessee shall fail or refuse to remove all of the Lessee's property from the Premises, then the Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Lessor without any cost either by set-off; credit, allowance, or otherwise, and the Lessor may at its option accept title to such property, or at the Lessee's expense may remove the same or any part thereof in any manner that the Lessor shall choose and store the same without incurring liability to the Lessee or any other person.

14.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rental of three times the current monthly rental, and in addition the Lessee shall be liable to the Lessor for all loss or damage on account of any holding over against the Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the Lessor from the Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after any judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, or suit or imply consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises and remove the structures.

ARTICLE 15: COSTS AND FEES

The Lessee shall pay upon demand all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation, or transaction in which the Lessor shall, without the Lessor's fault, become involved through or on account of this Lease. In the event it becomes necessary for either party hereto to file suit to enforce this Lease or any provision contained herein, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages provided for in this Lease, reasonable attorneys' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceeding.

ARTICLE 16: SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of; the parties hereto. No rights, however, shall inure to the benefit of any assignee or sub-lessee of the Lessee except only if such assignment or sublease has been specifically consented to by the Lessor in writing as provided herein.

ARTICLE 17: REMEDIES CUMULATIVE

All rights and remedies of the Lessor enumerated in this Lease shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently as often as occasion therefor arises.

ARTICLE 18: ESTOPPEL CERTIFICATE

Each party agrees at any time and from time to time, upon not less than 20 days prior written request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of this leasehold or the fee, or mortgagee or assignee of any mortgage upon this leasehold or the fee of the Premises.

ARTICLE 19: MISCELLANEOUS

19.01 The necessary grammatical changes required to make the provisions of this Lease apply to the past, present, and future and in the plural sense where appropriate and to corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

19.02 The laws of, but not the conflicts of law rules of, the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

19.03 The headings of several articles contained herein are for convenience only and do not limit or construe the contents of the articles.

19.04 All of the covenants of this Lease are independent covenants. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remainder of the Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19.05 Notwithstanding any other provision to the contrary herein, either Lessor or Lessee may, in its sole discretion, terminate this Lease upon 30 day's written notice to the other party.

ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To the Lessee at:

Blue Skies Flying Services Inc.
8411 Pyott Road, Ste 106
Lake in the Hills, IL 60156

and to the Lessor at:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Village Administrator

with a copy to:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Airport Manager

Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 20.

ARTICLE 21: PRIOR AGREEMENTS

This Lease replaces and supersedes any other written or oral prior agreement, arrangement, or understanding between the Lessee and the Lessor or its agent, which prior agreement(s) shall be considered null and void and of no further effect whatsoever as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

[LESSOR] VILLAGE OF LAKE IN THE HILLS

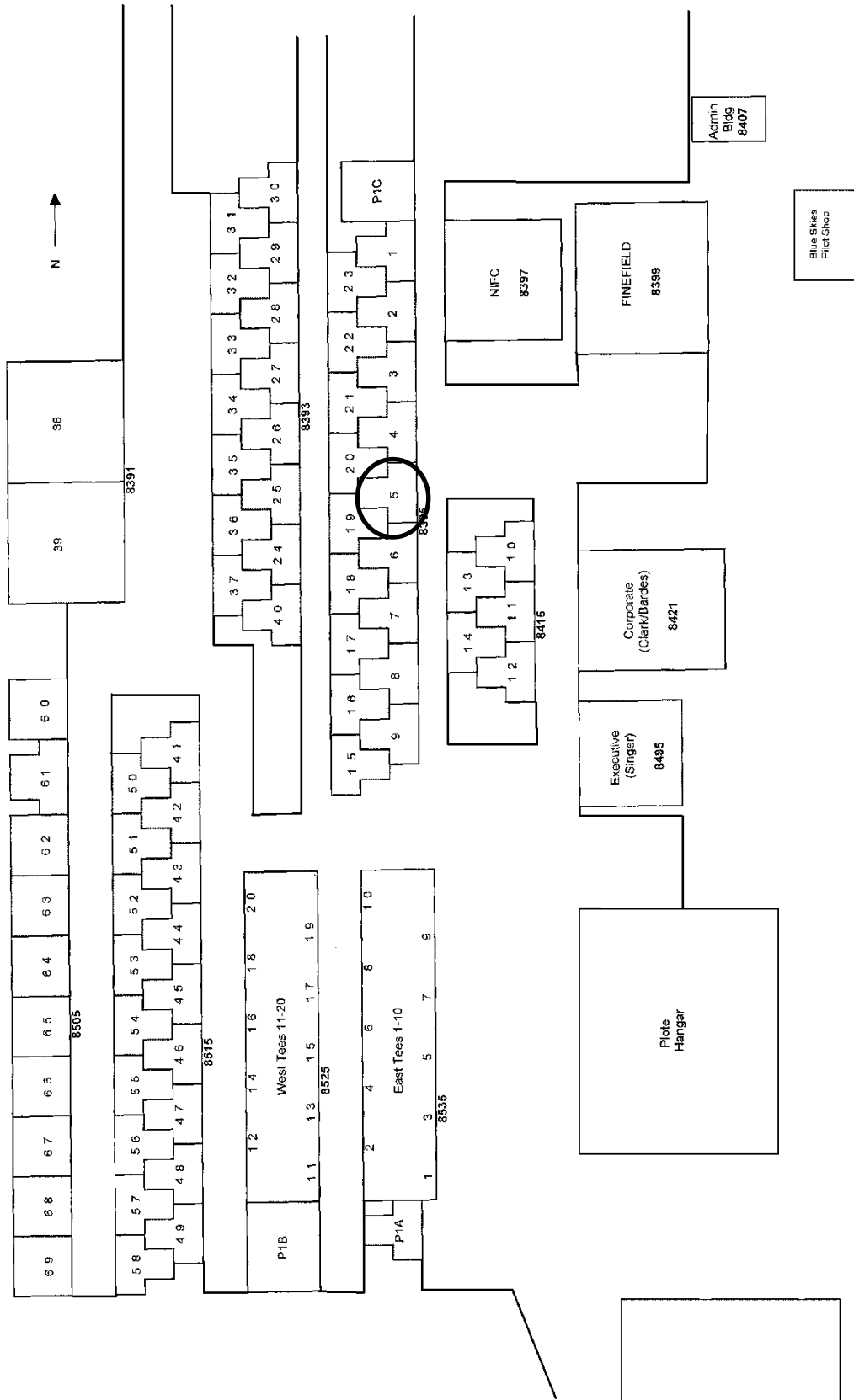
By: _____
Village President

Attest: _____
Village Clerk

[LESSEE] BLUE SKIES FLYING SERVICES INC.

By: _____
Title: President

EXHIBIT A PREMISES



**EXHIBIT B
RENT SCHEDULE**

Village Owned Facility Leases and Tie Downs

| Description | Rate | Frequency |
|--|------------|-----------|
| Hard surface tie downs | \$90.00 | Monthly |
| Grass tie downs | \$60.00 | Monthly |
| East and West T-Hangar Building Leases | \$299.00 | Monthly |
| Maintenance Hangar Building Lease | \$2,881.78 | Monthly |
| 8603 Pyott Road Building Lease | \$2,075.91 | Monthly |

Overnight Transient Storage

| Description | Rate | Frequency |
|------------------------------------|----------|-----------|
| Grass Tie Down | \$5.00* | Daily |
| Hard Surface Tie Down or Ramp Area | \$10.00* | Daily |
| T-Hangar | \$30.00 | Daily |

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of aviation fuel in conjunction with that overnight stay.

Land Leases

| Description | Rate | Frequency |
|---|----------|-----------------|
| Square Hangars | \$12.42* | Cents per Month |
| T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx..) | \$191.45 | Monthly |
| T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx..) | \$199.17 | Monthly |
| T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx..) | \$214.58 | Monthly |

*Per square foot of land area occupied based on the outside perimeter of the structure (rounded to the nearest foot) unless otherwise specified in the lease.

**Private Hangar Electrical Service Fee
Monthly Fee by Breaker Size and Configuration**

| Breaker Size (Amps) | Monthly Fee (USD) | Comments |
|---------------------|-------------------|--|
| 20 | \$6 | Single breaker serves 3 individual hangars |
| 20 | \$11 | Single breaker serves 2 individual hangars |
| 20 | \$22 | Fee per individual breaker |
| 30 | \$33 | Fee per individual breaker |
| 40 | \$44 | Fee per individual breaker |
| 50 | \$56 | Fee per individual breaker |
| 60 | \$67 | Fee per individual breaker |

**EXHIBIT B
RENT SCHEDULE**

Disconnect/Reconnect – Electrical

If a tenant makes a request to the Village to disconnect Village provided electrical service to a private hangar, the disconnection may be completed subject to review to ensure it is feasible to complete the request. If the request is approved the tenant will not be allowed to reconnect to the Village provided electrical service for a period of 12 months. The 12-month period shall start on the date the electrical is disconnected to the private hangar. After the 12-month period, the tenant can submit a request to reconnect to the Village provided electrical service. The Village will charge a fee of \$65.00 to reconnect the Village provided electrical service.

Non-Aeronautical Storage

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

| Area in Square Feet | Monthly Rental Rate |
|---------------------|---------------------|
| 10x10 | \$33 |
| 10X30 | \$75 |

Waiver to Late Fees

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10th of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

**EXHIBIT C
PLANS**

Not applicable.



REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Community Services

SUBJECT: LaBuy Park Playground Equipment Replacement and Installation

EXECUTIVE SUMMARY

Parks and Recreation staff solicited simplified proposals in January in the form of design renderings and received seven designs from five companies. Vendors were invited to present their designs at a resident focus group on February 7th.

The Parks and Recreation Board discussed resident and staff feedback and selected three playground designs. The three selected were sent a complete Request for Proposal. Final bids were reviewed at the Parks and Recreation Board meeting on March 7.

Burke design 1 (Proposal 129-114919-1) was selected for its natural color scheme, unique play elements, and value which meets the criteria received from residents from both the survey and focus group.

FINANCIAL IMPACT

\$75,000 Budgeted Amount

Recommended bid cost is \$74,167.00.

ATTACHMENTS

1. 2019 Playground Equipment and Installation Bid Opening Results
2. Playground Installation RFP

RECOMMENDED MOTION

Motion to award a contract to The Kenneth Company in a lump sum amount of \$74,167.00 for purchase and installation of BCI Burke playground equipment for LaBuy Park.

LAKE IN THE HILLS PARKS AND RECREATION LABUY PARK BID OPENING

MEMORANDUM

To: Megan Croy, Assistant Director of Parks and Recreation
From: Trevor Smith, Customer Service Specialist
Date: 2/28/2019
Subject: Labuy Park Playground Design

The Parks and Recreation Department received and opened three proposals today at 10:00 a.m. for the Labuy Park Playground Design RFP. Jose J. Guzman from Hacienda Landscaping was in attendance; those present from the Village of Lake in the Hills were: Trevor Smith and Megan Croy who read the bids listed below:

| COMPANY | BID |
|------------------------------------|----------|
| Burke/ Kenneth Comany | \$74,167 |
| Burke/ Kenneth Company | \$73,460 |
| Hacienda Landscaping/ Little Tikes | \$72,500 |

The proposal opening concluded at 10:08 a.m.

①

APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
PROPOSAL CERTIFICATION FORM

COMPANY NAME: THE KENNETH CO.
CONTACT PERSON: KEN MALONEY
ADDRESS: 16006A JENKS RD. LEMONT, IL 60439
TELEPHONE: 630.679.2750
EMAIL: KCOFFICE@AOL.COM

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF SEVENTY FOUR THOUSAND, ONE Dollars
HUNDRED SIXTY SEVEN ⁰⁰/₁₀₀ (\$74,167⁰⁰)

PROPOSED MANUFACTURER: BCI BURKE PROPOSAL # 129-114919-1

PROPOSED INSTALLER: THE KENNETH CO

1. COSTS:

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

2. DELIVERY REQUIREMENTS:

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

3. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said Playground Installation Services, [he/she] will completely perform the contract in strict accordance with its terms and conditions.

4. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Installation Services, in accordance with the following specifications and drawings (if required) as attached.

5. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at THE OFFICE this 28th day of FEBRUARY, 2019.

By: [Signature]
(Signature of President or designee)

Its: PRESIDENT
Title

Kenneth Maloney, being duly sworn, deposes and states that he/she is the _____
President of The Kennel Company and that the statement above is

true and correct. Subscribed and sworn before me this 28th day of February, 2019



[Signature]
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____

**APPENDIX 2
REFERENCE SCHEDULE**

1. Organization See Attached Sheet

Contact Person _____

Telephone number _____

Work Description _____

2. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

3. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

4. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

5. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

THE KENNETH COMPANY

16W064 JEANS RD

LEMONT IL 60439

Phone: 630-679-2750

Fax: 630-325-2780

REFERENCE LIST

| Contact | Job | Year |
|--|--|--|
| Burr Ridge Park District Jim Pacanowski (630) 920-1969 | Harvester Park Palisades Park Various Parks | 2017, 2016, 2015 2017, 2016, 2014 multiple yrs |
| Westmont Park District Bob Fleck (630) 969-8080 | Ty Warner Park Various Parks | 2017-2000 multiple yrs |
| West Chicago Park District Gary Major (630) 231-9474 | Kress Creek Park Pioneer Park Reed Keppler Park | 2016, 2017 2017 2017 |
| Fox Valley Park District Nathan Troia (630) 897-0516 | Verona Ridge Park Waubonsie Lake Park Cumberland Park | 2017 2017 2016 |
| Itasca Park District Maryfran Leno (630) 773-2257 | Washington Park Franzen Park Clayson Park Itasca Depot | 2016 2016 2015 2015 |
| Downers Grove SD 58 Ken Young (630) 719-5839 | Whittier School Hillcrest School | 2017 2016 |
| Glen Ellyn SD 41 Dave Scarmardo (630) 534-7212 | Forest Glen School Benjamin Franklin School Churchill School | 2017 2017, 2016 2016 |
| Park Dist of Oak Park Chris Lindgren (708) 725-2250 | Fox & Longfellow Parks Taylor Park Conservatory Garden Rehm Park Wenonah Tot Lot | 2014 2012 2010 2009 2009 |
| Village of Glendale Heights Holly B. Wood (630) 909-5341 | Camera Park | 2015 |

**APPENDIX 3
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

| Name | Address | Work to be performed |
|-------------|----------------|-----------------------------|
| Done | | |
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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Kenneth Company

**16W064 Jeans Road
Lemont, IL 60439**

OWNER:

(Name, legal status and address)

**Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156**

BOND AMOUNT: * TEN PERCENT OF AMOUNT BID *****

SURETY:

(Name, legal status and principal place of business)

**North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101**

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

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

PROJECT:

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

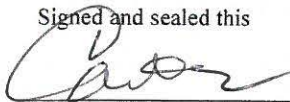
LaBuy Park Playground Equipment and Installation #129-114919-1


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

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

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

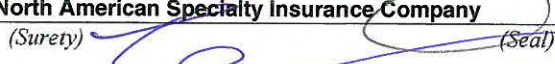
Signed and sealed this **28th** day of **February**, **2019**
The Kenneth Company


(Witness)

(Principal)  (Seal)

(Title) **Kenon McInnes, President**
North American Specialty Insurance Company


(Witness)

(Surety)  (Seal)

(Title) **Thomas O. Chambers, Attorney-in-Fact**

Init.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP
and KIMBERLY S. RASCH

JOINTLY OR SEVERALLY


Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

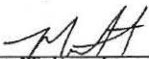
“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

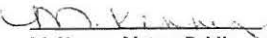
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of April, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 11th day of April, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February, 2019


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 28th day of February, 2019,
before me, a notary public, within and for said County and State, personally appeared ___
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
North American Specialty Insurance Company, a corporation
of New Hampshire, created, organized and existing under and
by virtue of the laws of the State of New Hampshire; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Jackie Sheldon

Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**





PROPOSAL: 129-114919-1

LA BUY PARK





REQUEST FOR BOARD ACTION

MEETING DATE: March 12, 2019

DEPARTMENT: Community Services

SUBJECT: Ordinance Authorizing the Disposal of Surplus Property

EXECUTIVE SUMMARY

The Illinois Municipal Code requires adoption of an Ordinance to dispose of surplus property. The Village property listed in Exhibit A is no longer necessary or useful to the Village. In order to allow for disposal or sale, the attached Ordinance declares the property as surplus. The Ordinance authorizes the Village Administrator authority to determine the appropriate means of disposal. Staff will sell items with value and dispose of other items appropriately.

FINANCIAL IMPACT

Any money received from the disposal of these items will be returned to the appropriate fund.

ATTACHMENTS

1. Proposed Ordinance
2. Exhibit A

RECOMMENDED MOTION

Motion to adopt the ordinance declaring Village property as surplus.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

**An Ordinance Authorizing the Disposal of Surplus Property
Owned by the Village of Lake in the Hills**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, the Village of Lake in the Hills is authorized to sell or otherwise dispose of personal property pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4; and

WHEREAS, in the opinion of the President and Board of Trustees, it is no longer necessary, useful, or for the best interests of the Village to retain the property now owned by it and described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Surplus Property");

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are hereby incorporated into this ordinance as finding of the President and Board of Trustees.

SECTION 2: Declaration of Surplus Property. The President and Board of Trustees hereby find and determine that the surplus property is no longer necessary or useful to the Village and the best interests of the Village will be served by its sale or disposal.

SECTION 3: Authorization to sell or otherwise dispose of surplus property. The Village Administrator is hereby authorized to sell or otherwise dispose of the surplus property in such a manner as the Village Administrator shall determine is in the best interest of the Village.

SECTION 4: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet for in the manner provided by law.

Passed this 14th day of March, 2019 by roll call vote as follows:

| | Ayes | Nays | Absent | Abstain |
|-----------------------------|-------|-------|--------|---------|
| Trustee Stephen Harlfinger | _____ | _____ | _____ | _____ |
| Trustee Ray Bogdanowski | _____ | _____ | _____ | _____ |
| Trustee Bob Huckins | _____ | _____ | _____ | _____ |
| Trustee Bill Dustin | _____ | _____ | _____ | _____ |
| Trustee Suzanne Artinghelli | _____ | _____ | _____ | _____ |
| Trustee Suzette Bojarski | _____ | _____ | _____ | _____ |
| President Russ Ruzanski | _____ | _____ | _____ | _____ |

APPROVED THIS 14th day of March, 2019

Village President, Russ Ruzanski

(SEAL)


ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



Village of Lake in the Hills Surplus List
Exhibit A

March 7, 2019

| | Quantity | Item Description | Identification Number |
|----|----------|--|-----------------------|
| 1. | 1 | <p>Playground Structure – Originally Installed 1998</p>  The image contains two photographs of a playground structure. The top photograph shows a large, multi-level structure with a central tower, slides, and climbing equipment, all covered in snow. The bottom photograph shows a different view of the same structure, highlighting a circular opening and a climbing wall section. The background in both photos shows bare trees and a clear blue sky. | N/A |