



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

FEBRUARY 11, 2021  
7:30 P.M.

AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Fred Mullard at [fmullard@lith.org](mailto:fmullard@lith.org) by 4pm on February 11, 2021.

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. Ordinance Amending Chapter 3, Section 3.07, Village Administrator, Subsection B "Duties" of the Municipal Code
  - B. Public Works
    1. Contract with Thor Guard, Inc. to purchase Lightning Prediction Equipment
    2. Contract with O'Leary's Contractors Equipment to purchase a Portable Air Compressor
    3. Resolution and Agreement with IDOT for the Industrial Drive Reconstruction and Drainage Project
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 Bojarski
  - F. Trustee Murphy
    1. Parks and Recreation Board Liaison Report
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

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**MEETING DATE:** February 11, 2021

**DEPARTMENT:** Administration

**SUBJECT:** Ordinance Amending Chapter 3, Section 3.07, Village Administrator, Subsection B "Duties" of the Municipal Code

## EXECUTIVE SUMMARY

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Staff requests the Board to consider a change to the Municipal Code to allow the Village Administrator to manage the approval of contracts with indemnification language. Currently, the Board has been asked to approve a number of small software agreements because they contained indemnification clauses. This change is proposed to avoid burdening the Board with review of numerous contracts that are \$20,000 and under. Any contracts over \$20,000, regardless of indemnifications, will still require Village Board approval. This change also allows the Village Administrator authority to further delegate a portion of this authority to select staff members. An ordinance containing the specific language is attached for your consideration.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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1. Proposed Ordinance

## RECOMMENDED MOTION

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Motion to approve an Ordinance amending Chapter 3, Section 3.07, Village Administrator, of the Lake in the Hills Municipal Code regarding Contract Authority

# VILLAGE OF LAKE IN THE HILLS

## ORDINANCE NO. 2021-\_\_\_\_\_

### **An Ordinance Amending Section 3.07, Village Administrator, of the Lake in the Hills Municipal Code Regarding Contract Authority of Village Administrator**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the “Village”) 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; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the efficient operations of the Village may be enhanced by delegating to the Administrator the authority to negotiate and execute certain contracts below a fixed dollar threshold without previous review and approval by the Village Board; and

WHEREAS, many contracts require the Village to agree to indemnify or hold harmless the other party from certain claims, liabilities and costs associated with the transaction.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to its home rule authority, as follows:

SECTION 1: That Chapter 3, Section 3.07, Administrator, Subsection B, Duties, shall be amended to revise item 6 of the portion of the Subsection titled “Fiscal Management,” (added language underlined and deleted language ~~struckthrough~~):

6. ~~Pursuant to Chapter 9, Bidding and Contract Procedures, of this Code, let contracts necessary for the operation and maintenance of Village services~~ Enter contracts necessary for the operation and maintenance of Village services provided such contracts are not in excess of amounts authorized by this Code (which contracts may also include assumption of indemnification obligations by the Village, provided the Administrator concludes such assumption is appropriate under the circumstances); receive sealed bids for purchases or contracts unless otherwise waived by the Village Board; and present appropriate ~~the~~ contracts and bids to the Village Board for approval. Advise the Village Board on the advantages and disadvantages of contract and bid proposals. Issue rules governing purchasing procedures within the administrative organization, including granting administrative authority to enter certain contracts not in excess of amounts authorized by this Village Code, that may also permit the Village to assume indemnification obligations, provided such assumption is appropriate under the circumstances which circumstances shall be described in more detail in the purchasing procedures.

SECTION 2: In all other respects, the requirements of the Village Code, shall remain in full force and effect.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are provisionally repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect immediately upon its approval, notwithstanding its publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 11 day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 11TH DAY OF FEBRUARY, 2021

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** February 11, 2021

**DEPARTMENT:** Public Works

**SUBJECT:** Approval to Waive the Competitive Bidding Process and Approve a Contract to Thor Guard, Inc. for Lightning Prediction Equipment

## EXECUTIVE SUMMARY

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Staff seeks Board approval to waive the competitive bidding process and award a contract for lightning prediction equipment and software to Thor Guard, Inc. for \$55,100.00.

The Village hired Thor Guard to install their patented lightning prediction system at Sunset Park, Indian Trail Beach, Leroy Guy Park and Plote Field in 2006. In 2013, the Village expanded the system to include Ryder Park. The systems serve as public safety warning devices for park patrons and attendees at large events such as Ribfest, Pub in the Park and the Summer Sunset Festival. The Thor Guard system has served the Village well, but after 14 years each of the remaining original installations has reached the end of its useful life. Advancements in technology provide the opportunity to replace the unit at Plote Field with a less expensive remote model coordinated with the unit at Indian Trail Beach.

To determine the best replacement option, staff evaluated several weather systems besides Thor Guard including Boltek, Skyscan, and Vaisala. A review of each system revealed that only Thor Guard offered a lightning prediction system as opposed to one that merely detected lightning already present in the area. This fact is key in providing advanced warning of a threat to the public thereby allowing time to evacuate the area.

In procuring updated Thor Guard equipment, the Village will gain the benefit of technology unavailable when the original system went in. The company's new TG-360 system will provide enhanced operating software and a mobile application interface for Sunset Park, a feature often mentioned as desirable by public safety personnel during large events. On September 3, 2020 the Parks and Recreation Board recommended replacement of the 2006 equipment with a newer version of Thor Guard.

Originally quoted at \$68,500, staff successfully negotiated the final cost down to \$55,100 for a savings of \$13,400 (19.6%) by committing to perform the installation work in-house and trading-in the 2006 Thor Guard equipment for a \$3,000 credit. The Thor Guard equipment that the Village is trading-in will be included on a surplus declaration ordinance that is planned for the second set of February Village Board meetings.

## **FINANCIAL IMPACT**

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The Village Board appropriated funds for this project in the Capital Equipment Fund (490.00.00.80.32) during the FY 2021 budget process. Adequate funds remain in that account for this project.

## **ATTACHMENTS**

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1. Recommendation Memo
2. Contract with Thor Guard, Inc.
3. Capital Asset

## **RECOMMENDED MOTION**

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Motion to waive the competitive bidding process and award Thor Guard a contract to provide lightning prediction equipment in an amount not-to exceed \$55,100.00.

# LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

## MEMORANDUM

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To: Tom Migatz, Public Works Director  
From: Scott Parchutz, Superintendent of Public Properties  
Date: January 21, 2021  
Subject: Award Thor Guard, Inc. a Contract to Provide Lightning Prediction Equipment and Install Related Software

I recommend that we accept the proposal and award a contract to Thor Guard, Inc. in the amount of \$55,100.00. Since 2006, Thor Guard has provided the Village with responsive, professional service whenever needed and is the leading manufacturer of lightning prediction equipment in Illinois.

The Village will benefit from technology unavailable when the original system went in. The company's new TG-360 system will provide enhanced operating software and a mobile application interface for Sunset Park, a feature often mentioned as desirable by public safety personnel during large events.

Staff successfully negotiated the final cost down from \$68,500 to \$55,100 for a savings of \$13,400 (19.6%) by committing to perform the hardware installation in-house. Thor Guard will install the software once the hardware installation is complete.

On September 3, 2020, the Parks and Recreation Board recommended replacing the current equipment with a newer version of Thor Guard. The Village Board appropriated funds for the project in the Capital Equipment Fund (490.00.00.80.32) during the FY 2021 budget process. Adequate funds remain in that account for this project.





# Agreement between the Village of Lake in the Hills and Thor Guard, Inc. for the Thor Guard Lightning Prediction Equipment Replacement Project

## A. DEFINITIONS

The following words and phrases, when used in this Agreement document shall have the meanings as specified herein.

**Contractor:** Thor Guard Inc.

**Village:** The Village of Lake in the Hills, McHenry County, Illinois, an Illinois municipal corporation.

## B. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to:

Other laws, if applicable, that shall be observed, including, but not limited to: Prompt Payment Act (50 ILCS 505/3 et seq.), Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.), Public Works Preference Act (30 ILCS 560/0.01 et seq.), Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 et seq.), Sexual Harassment (775 ILCS 5/2-105), Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

## C. PROPER COMPLETION OF AGREEMENT DOCUMENTS

Agreement documents must be signed by an officer or employee of the Contractor having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting an Agreement, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink, or entered in typed form. Any erasures and error corrections must be initialed in ink. All Agreements shall be accompanied by a completed Agreement Certification Form, which is attached as Appendix 4.

## D. INDEPENDENT CONTRACTOR

The Contractor acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Contractor shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

## E. NON-ASSIGNMENT

The Contractor shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

## F. SUBCONTRACTORS – Reserved.

## G. PROGRESS PAYMENTS: Reserved.

## H. FINAL PAYMENT

Final payment will be processed when the entire unpaid balance of the contract sum that shall be made by the Village to the Contractor when the contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming work as provided. Final payment shall be made by the Village not more than 30 days after the issuance of the final certificate of payment as approved by the Village's Project Manager, if applicable or the project or work is deemed completed by the Village. The contractor

must submit a final waiver with final payment. The final waiver form can be found on the Village website at <http://www.lith.org/publicworks/page/waiver-liens>.

**I. STANDARD BOND REQUIREMENTS**

1. **Performance Bond: Reserved**
2. **Labor & Material Payment Bond: Reserved**
3. **Maintenance Bond: Reserved**
4. **Bid Bond: Reserved**

Regulatory Requirements

Successful Contractor must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by Contractor, if required by owner.

Legal Jurisdiction

The Contractor and the Village expressly consent to jurisdiction in the Circuit Court of the Twenty-second Judicial Circuit, McHenry County, Illinois.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS  
**AGREEMENT CERTIFICATION FORM**  
**Thor Guard Lighting Prediction Equipment Replacement Project**

CONTRACTOR'S NAME: THOR GUARD, INC.  
ADDRESS: 1193 SAWGRASS CORP PKWY.  
SUNRISE, FL. 33323

**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 CONTRACTORS, 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 Contractor is not barred from submitting an Agreement for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning Agreement rigging, Agreement 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 FIFTY-FIVE THOUSAND ONE HUNDRED Dollars (\$ 55,100.00)  
[Include breakdown of unit and total prices for items as required.]

**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 Agreements shall be held valid for a period of 60 days after the Agreement due date.

The undersigned hereby also certifies that this Agreement is genuine and not collusive or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person, to put in a sham Agreement or to refrain from submitting an Agreement; 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 Agreement, or that of any other Contractor, or to secure any advantage against any other Contractor 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 Contractor 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 Contractor will not participate in Agreement rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Contractor 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 Contractor 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 Agreement, but the Contractor must have one in order to receive a contract.

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

## SPECIFICATIONS

1) Overview

This Agreement between Thor Guard, Inc. and the Village of Lake in the Hills is for the purchase of Thor Guard lightning detection equipment and the commissioning of software installation in the amount of \$55,100.00.

2) Pricing

All pricing shall be not-to-exceed and include all materials, shipping, and handling charges, and any and or all costs required to meet the specifications identified herein by Thor Guard Inc.

<b>THOR GUARD EQUIPMENT – Lake in the Hills Leroy Guy Park</b>	
1 Thor Guard L 75B Computer Console with ASA sensor and cable.	\$ 6,900.00
1 Voice of Thor Base Horn	\$ 3,100.00
1 Outdoor LED Strobe Light	\$ 300.00
1 UPS/ Battery back-up/Surge Suppressor	\$ 390.00
2 Tripods	\$ 100.00
Trade in Credit for L-75B.	\$ -500.00
Freight	\$ 400.00
<b>Subtotal:</b>	<b>\$10,690.00</b>

<b>THOR GUARD EQUIPMENT – Lake in the Hills Sunset Park</b>	
1 Thor Guard TG-360 Includes Lightning Prediction Sensor, Prediction Module, Up to 250' POE cable, DEHNpatch Outdoor Surge Protector, Davis GroWeather Station and Computer.	
1 ThorServer Software	\$15,900.00
Annual Software Upgrade & Data Management Fee Required. Includes ThorServer Software Console and ThorMobile/Thor TV	\$1,500.00
1 VOTBD 360 5 Watt: Unit with 32 bit processor, Base Driver with 5 Watt Transmitter/Computer, External Horn Cluster, Communications/Power Cable & RF Antenna	Starts Day 1 \$4,500.00
1 VOTRCFMS – 360: Unit with 32 bit compressor. Remote Receiver/Computer, External Horn Cluster	
12 Volt Solar Charged System& RF Antenna	\$4,200.00
1 - 40 Watt Solar Panel	\$450.00
2 – Outdoor LED Strobe Lights	\$600.00
3 Mounting Tripods	\$150.00
1 UPS/ Battery back-up/Surge Suppressor	\$390.00
Supervision for installation [1day]	\$450.00
Trade in for L-75R	-\$1,250.00
Freight	\$980.00
<b>Subtotal</b>	<b>\$27,870.00</b>

<b>THOR GUARD EQUIPMENT – Lake in the Hills Village Indian Trail Beach (and Plote Field)</b>	
1 Thor Guard L 75R Computer Console with ASA sensor and cable	\$8,000.00
1 Voice of Thor Base Horn	\$4,000.00
1 Voice of Thor Remote Receiver with External horn cluster	\$3,800.00
1 30 Watt Solar Panel	\$350.00
2 Outdoor LED Strobe Lights	\$600.00
1 UPS/ Battery back-up/Surge Suppressor	\$390.00
2 Tripods	\$100.00
Trade in Credit for L-75R	\$-1,250.00
Freight	\$550.00
<b>Subtotal</b>	<b>\$16,540.00</b>

**Grand Total for all three locations: \$55,100.00**

- 3) Project Manager  
The Project Manager for the Village shall be Scott Parchutz, Public Properties Superintendent. The Village is responsible for the installation of said equipment with Thor Guard Inc. responsible for the initial software and set up procedures for all of the new equipment.
- 4) Completion Date  
The successful Contractor must complete the agreed-to supervision of the installation within fourteen days of Village staff completing their portion of the work. The Village will assess a penalty of \$50.00 calendar day beyond this date should the Contractor not meet this obligation.
- 5) Safety  
The contractor is solely responsible for the safety of the job site and its employees. The sites mentioned are public buildings and will continue to operate throughout the contract period.
- 6) Warranty  
Thor Guard, Inc. shall provide its standard two-year parts and factory labor warranty as a condition of this agreement. Thor Guard, Inc. shall further include a two-year warranty on its Voice of THOR External Horn Equipment and on all non-manufactured items such as batteries, solar panels, strobe lights, and UPS units.

**APPENDIX 1**  
**SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Agreement document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
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3. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this Agreement does not include any amounts of money for these taxes.
- B. To be valid, Agreements 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 Agreement and/or alternate Agreement any item at the prices indicated in the itemization of Agreement.

Dated at Surprise, FL this 3<sup>rd</sup> day of February, 2021.

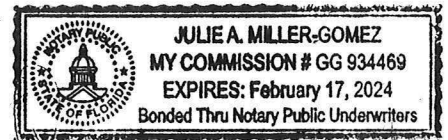
By: Robert M Dugan  
(signature)

Its: President  
Title

Robert M. Dugan, being duly sworn, deposes and states that he/she is the \_\_\_\_\_  
President of THORGUARD, INC and that the statement above is  
true and correct. Subscribed and sworn before me this 3<sup>rd</sup> day of February, 2021

(NOTARY STAMP)

Julie A. Miller-Gomez  
Notary Public



VILLAGE OF LAKE IN THE HILLS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_



# CAPITAL ASSET REQUEST FORM

FUND:	General
DEPARTMENT:	Public Works
DIVISION:	Public Properties

## NAME OF ASSET OR PROJECT TITLE:

Thorguard Upgrade and Replacement

## TOTAL EXPECTED COST:

\$55,100

## DESCRIPTION:

Thorguard Upgrade and Replacement

## CATEGORY:

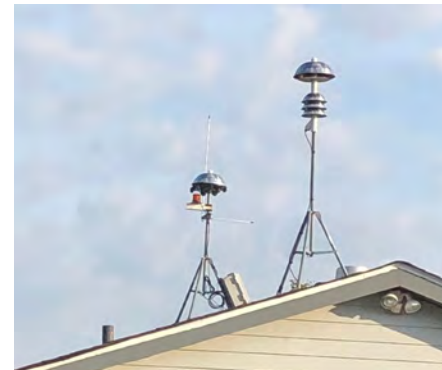
- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

## CRITERIA:

1: In 2006, the Village hired the Thor Guard Company to install their proprietary and patented lightning prediction systems at Sunset Park, Indian Trail Beach, Plote Field, Leroy Guy Park, and Ryder Park. In seeking to replace the Village's existing Thor Guard system, Village staff investigated numerous weather systems and determined that Thor Guard offers lightning prediction solutions as opposed to lightning detection solutions. Staff presented a recommendation at the Parks Board meeting on September 3, 2020, seeking board approval to waive competitive bidding and approve the purchase of lightning prediction equipment from Thor Guard in the amount of \$55,100.00. The Parks Board voted unanimously in favor of hiring Thorguard to replace our current system.

2: At 14 years old, the lightning prediction equipment has reached the end of its useful life. The systems are used to provide safety warnings to the general public, athletic field users, park patrons, and, most importantly, for large special events such as Ribfest, Pub in the Park, and the Summer Sunset Festival. Village staff originally planned to refurbish and upgrade all existing Thor Guard equipment in 2020. However, the introduction of a new and improved Thor Guard TG-360 system will provide users the ability to receive mobile telephone alerts in real-time for the potential for an impending lightning strike. This is a valuable improvement over the current system. The police department, tasked with special event safety, can receive a critical pre-warning on their mobile devices coordinate a quick and orderly evacuation of the public when bad weather threatens festivals.

3: The impact of not upgrading the current system would expose users to potential injury or death if any of the components were to fail due to age.







# REQUEST FOR BOARD ACTION

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**MEETING DATE:** February 11, 2021  
**DEPARTMENT:** Public Works  
**SUBJECT:** Award a Contract for Portable Air Compressor

## EXECUTIVE SUMMARY

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Staff seeks Board approval to award a contract to O'Leary's Contractors Equipment of Chicago, IL, for the purchase and delivery of a portable air compressor, for an amount not to exceed \$20,692.00.

Village staff released a Request for Proposal (RFP) for the purchase and delivery of a portable air compressor on January 12, 2021. The RFP invitation was sent to four vendors, posted on the Village's website, and published in the *Northwest Herald*. Public Works received and opened three sealed proposals on January 28, 2021. It should be noted that the Village received one additional proposal but staff declared this additional proposal to be non-responsive as the proposal was not properly submitted by the vendor. O'Leary's Contractors Equipment of Chicago, IL was the lowest responsible bidder at \$20,692.00. Staff called references for O'Leary's and received positive feedback from O'Leary's references concerning their service and product reliability. The RFP results, a recommendation letter, and the bid certification form are attached for your review.

## FINANCIAL IMPACT

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The 2021 Village Budget includes \$30,000.00 for the purchase and delivery of a portable air compressor in the Capital Improvement Fund. The contract award amount of \$20,692.00 is under budget by \$9,308.00.

## ATTACHMENTS

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1. RFP Results
2. Recommendation Letter
3. Bid Certification Form
4. Capital Asset Form

## RECOMMENDED MOTION

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Motion to award a contract to O'Leary's Contractors Equipment of Chicago, IL, for the purchase and delivery of a portable air compressor, for an amount not to exceed \$20,692.00.

# Lake in the Hills Public Works Department

## MEMORANDUM

**To:** Tom Migatz, Public Works Director  
**From:** Guy Fehrman, Streets Superintendent  
**Date:** January 28, 2021  
**Subject:** RFP Results – Portable Air Compressor Purchase

The RFP opening for the Portable Air Compressor Purchase was held at the Public Works Facility today at 10:00 a.m. Due to the Illinois COVID-19 Resurgence Mitigations that were in place earlier this month, the RFP opening was conducted via GoToMeeting.com and all interested parties were invited to view and participate in the GoToMeeting.com RFP opening. I attended the RFP Opening via GoToMeeting.com and because the State of Illinois adjusted the COVID-19 Resurgence Mitigations for our region this week, Mr. Tim Davies from McCann Industries was able to attend the RFP opening in person. Mr. Peter D'Agostino from the Village of Lake in the Hills Public Works Department opened and read aloud the following sealed RFP submittals:

<b>Company</b>	<b>RFP Amount</b>	<b>Bidder Acknowledges Addendum #1</b>	<b>Proposed Manufacturer and Model of Air Compressor</b>
O'Leary's Contractors Equipment (Chicago, IL)	\$20,692.00	Yes	Doosan Model P185WDO-T4F
Westside Tractor (Rockford, IL)	\$24,700.00	No	Sullair 185
McCann Industries (Addison, IL)	\$21,395.00	No	Sullair Model 185DPQ-KUB-T4F-CW

The RFP opening concluded at 10:11 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board meeting in February.

Lake in the Hills Public Works Department

MEMORANDUM

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**To: Tom Migatz, Director of Public Works**  
**From: Guy Fehrman, Streets Superintendent**  
**Date: January 29, 2021**  
**Subject: Recommendation to Purchase of Portable Air Compressor from O'Leary's Contractors Equipment**

I recommend awarding the purchase contract to O'Leary's Contractors for the purchase of a portable air compressor and a P.O in the amount of \$20,692.00 for 2021.

A request for proposal was emailed to four prospective bidders. The RFP was posted on the Village's website, and published in the local paper. On January 28, 2021 three sealed bids were opened to purchase the portable air compressor. O'Leary's Contractors Equipment was low bid at 20,692.00. O'Leary's Contractors Equipment supplied references that were called and verified. The responses from the references regarding O'Leary's Contractors Equipment service and product reliability were positive.

The 2021 Village Budget includes \$30,000.00 for the purchase and delivery of a portable air compressor in the Capital Improvement Fund.

**APPENDIX 3**  
**VILLAGE OF LAKE IN THE HILLS**  
**BID CERTIFICATION FORM**  
**Portable Air Compressor Purchase**

CONTRACTOR'S NAME: O'Leary's Contractors Equipment + Supply Co. INC.  
ADDRESS: 1031 N. Cicero Ave.  
Chicago, IL 60651  
PHONE NUMBER: 773-252-6600

**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;

FOR THE LUMP SUM OF Twenty thousand six hundred ninety two Dollars (\$ 20,692.00 )

Proposed Manufacturer and Model of Air Compressor Doosan Model P185W10-T4F  
(A copy of the manufacturer's warranty must be included with your RFP submittal)

**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.

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 be 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" are the 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 said Portable Air Compressor Purchase, in accordance with the following specifications 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, bids shall be cost per tree at specified diameter 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.

Dated at Chicago, Illinois this 20<sup>th</sup> day of January, 2021.

By: [Signature]  
(signature)

Its: President  
Title

John J. O'Leary Jr., being duly sworn, deposes and states that he/she is the  
President of O'Leary's Contractors Equip & Supply and that the statement above is  
true and correct. Subscribed and sworn before me this 20<sup>th</sup> day of January, 2021

[Signature]  
Notary Public

(NOTARY STAMP)



**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

# CAPITAL ASSET REQUEST FORM

FUND:	General
DEPARTMENT:	Public Works
DIVISION:	Streets

## NAME OF ASSET OR PROJECT TITLE:

#38 Air Compressor (1996)

## TOTAL EXPECTED COST:

\$30,000.00

## DESCRIPTION:

Replacement of tow behind Compressor #38.

## CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

## CRITERIA:

- 1: The 1996 Ingersol-Rand compressor needs replacement. The 24-year-old piece of equipment has reached the end of its useful life. The compressor is used year-round by all departments for various tasks and projects.
- 2: The piece of equipment is showing signs of wear. The bottom panels of the side boxes are rusted, the engine, wiring, and control panel are original. The Public Works Department has spent \$3,100 in the last three years on repairs.
- 3: The compressor will be replaced with a similar style compressor.





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** February 11, 2021

**DEPARTMENT:** Public Works

**SUBJECT:** Approval of an IDOT Resolution and Agreement for the Industrial Drive Reconstruction and Drainage Project

## EXECUTIVE SUMMARY

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Staff seeks Board approval of an Illinois Department of Transportation Resolution and Preliminary Engineering Services Agreement to allow use of Rebuild Illinois Bond proceeds to fund the design engineering portion of the Industrial Drive Reconstruction and Drainage Project.

In 2019, Illinois enacted a Rebuild Illinois capital program to fund public infrastructure projects and revitalize local economies across the state. The initiative provides municipalities with public infrastructure grant opportunities as well as revenue in the form of bond proceeds.

### Rebuild Illinois Bond Proceeds

The Rebuild Illinois capital program is expected to provide municipalities with bond proceed revenue based on population size from 2020 through 2022. The Village received \$642,080.06 in 2020 and expects to receive a total of \$1,926,240.18 in Rebuild Illinois bond proceed revenue by the end of 2022. While municipalities cannot use bond proceed revenues to pay for resurfacing projects, bond proceed revenues can be used to pay for road reconstruction and engineering design projects.

### Rebuild Illinois Public Infrastructure Grant

In 2020, the Village applied for a Rebuild Illinois public infrastructure grant to fund the Industrial Drive reconstruction and drainage improvement project. The grant would pay 100 percent of the construction and construction observation costs expected to total \$1,267,755. However, the grant does not fund the \$78,581.70 design engineering costs associated with this project as those costs are not eligible. The most recent update from local state agency representatives indicates that the state expects to announce the grant recipients during the first quarter of 2021. If the Village is not one of the grant recipients, the Village can elect to use Rebuild Illinois bond proceed revenues to fund this project.

To apply for the Rebuild Illinois public infrastructure grant, the Village needed to include engineering design plans in the grant application. In May 2020, the Village hired Christopher B. Burke Engineering (CBBEL) to perform the stormwater design and Chastain & Associates to perform the road reconstruction design at a total cost of \$78,581.70. To eliminate the need pay this engineering expense using General Fund or Motor Fuel Tax Fund monies, staff recommends approval of the attached Illinois Department of



Transportation Resolution and Preliminary Engineering Services Agreement, which will allow paying for this expense using Rebuild Illinois bond revenues.

Staff plans to update the Village Board later this year with a recommendation on how to use the remaining Rebuild Illinois bond revenues after the State announces the Rebuild Illinois public infrastructure grant recipients.

### **FINANCIAL IMPACT**

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The Village Board approved design engineering task orders for CBBEL and Chastain totaling \$78,581.70 in 2020. The design engineering work is near completion and \$19,547.09 of the original amount approved for design engineering remains.

### **ATTACHMENTS**

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1. IDOT Resolution
2. IDOT Preliminary Engineering Services Agreement

### **RECOMMENDED MOTION**

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Motion to approve an Illinois Department of Transportation Resolution and Preliminary Engineering Services Agreement to allow the Village to use Rebuild Illinois Bond Proceeds to fund the design engineering portion of the Industrial Drive Reconstruction and Drainage Project.





## Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes    No

Resolution Type	Resolution Number	Section Number
Original		21-00039-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village  
Governing Body Type Local Public Agency Type

of Lake in the Hills Illinois that the following described street(s)/road(s)/structure be improved under  
Name of Local Public Agency  
 the Illinois Highway Code. Work shall be done by Contract  
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Industrial Drive	0.388	1220	Pyott Road	Prosper Court
Prosper Court	0.125	3100	Industrial Drive	East End
Walter Court	0.125	3140	Industrial Drive	East End

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement reconstruction including drainage improvements to address pavement deterioration and poor drainage conditions.

2. That there is hereby appropriated the sum of Seventy eight Thousand, five Hundred eighty one dollars and seventy cents Dollars ( \$78,581.70 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cecilia Carman Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type

of Lake in the Hills in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Lake in the Hills at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year



Illinois Department  
of Transportation

(SEAL)



## Resolution for Improvement Under the Illinois Highway Code

Clerk Signature

Date

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**Approved**

Regional Engineer

Department of Transportation

Date

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Municipality Village of Lake in the Hills	<b>LOCAL AGENCY</b>  <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>CONSULTANT</b>	Name Chastain & Associates LLC
Township			Address 120 West Center Court
County McHenry			City Schaumburg
Section 21-00039-00-PV			State IL 60195

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Industrial Drive Improvements

Route 1220 Length 0.64 Mi. 3,370 FT (Structure No. N/A )

Termini Pyott Road to Prosper Court, Prosper Court and Walter Court

#### Description:

Phase II professional engineering services for pavement reconstruction and drainage improvements to address pavement and deficient drainage conditions along Industrial Drive, Prosper Court and Walter Court.

#### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1c, 1d, 1g, 1h, 1j, 2, 3, 4, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **SEE ADDENDUM**
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule: **SEE ADDENDUM**

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		% (See note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1a, 1c, 1d, 1g, 1h, 1j of the ENGINEER AGREES at actual cost of performing such work plus 170 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1a, 1c, 1d, 1g, 1h, 1j. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. **SEE ADDENDUM**

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 170 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 170 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Lake in the Hills \_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

\_\_\_\_\_

Clerk

By \_\_\_\_\_

(Seal)

Title Mayor

Executed by the ENGINEER:

Chastain & Associates LLC

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

## ADDENDUM

### Preliminary Engineering Services Agreement For Motor Fuel Tax Funds

#### Industrial Drive Improvements, Section

Revise item 1 and the 1<sup>st</sup> paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1c, 1g, 1i, 2, 3, 5 & 6 a sum of money not to exceed \$78,581.70 in accordance with this addendum.