



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

APRIL 12, 2022
7:30 P.M.

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
5. Staff Presentations
 - A. Administration
 1. Amended Village Support Request from the People for Parks Foundation for the 2022 Pub in the Park event
 2. Request for waiver of Section 43.09, "Noise", Parking and Sign Regulations from Club 400
 3. Informational Item concerning Lake Operations
 - B. Public Works
 1. Task Order for the Pingree Road Design with Chastain Engineering
 2. Purchase of a Hydro-Excavator from Vermeer Midwest
 3. Award a contract for Thermoplastic Road Striping to Superior Road Striping
 4. Request to waive the competitive bidding requirements and award a contract for the Well 15 Design/Build Project with Concentric Integration, LLC
 5. Agreement for Construction Phase Engineering Services for Rehabilitate and Reprofile Runway 8/26 with Crawford, Murphy & Tilly, Inc.
6. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - D. Trustee Bojarski
 - E. Trustee Murphy
 - F. Trustee Anderson
 1. Parks and Recreation Board Liaison Report
7. Village President

8. Closed Session to discuss probable or pending Litigation and to review Closed Session Minutes pursuant to 5 ILCS 120/2(c)(11) & (21).
9. 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: April 12, 2022

DEPARTMENT: Administration

SUBJECT: Amended Village Support Request for the 2022 Pub in the Park Craft Brewfest

EXECUTIVE SUMMARY

The People for Parks Foundation of Lake in the Hills, Inc., has requested a change in the date for their 2022 Pub in the Park from June 25, 2022 to October 15, 2022.

On February 10, 2022, the Village Board approved the June 25, 2022 event date, along with the following Village support and waivers:

- All Police Department overtime associated with the event
- All Public Works staff regular hourly rates associated with the event (overtime is excluded)
- Equipment use charges
- Fees associated with the installation and dismantling of fencing, parking lot rope and water connection
- Deposit and rental fee for Sunset Park
- Liquor License fee
- Sign regulations to allow for temporary signs, within the Village boundaries, advertising the event

Attached is a copy of the Foundation's amended request to change the date to October 15, 2022 subject to the same terms as outlined above.

FINANCIAL IMPACT

The following is an estimate of the financial impact of the waived support costs for the event:

- Police Department - \$2,870 of overtime charges waived
- Public Works Department - approximately \$3,800 in labor and equipment charges waived
- Value of the fees and permits waived would be \$275

ATTACHMENTS

1. The People for Parks Foundation Request Letter

RECOMMENDED MOTION

Motion to approve the amended request as described in the April 6, 2022 letter from the People for Parks Foundation of Lake in the Hills.



April 6, 2022

People for Parks Foundation of Lake in the Hills, Inc.
c/o Elizabeth Felt Wakeman
6 Featherstone Court
Lake in the Hills, IL 60156

Re: Village Support Request for 2022 Craft Beer & Food Truck Fest/Pub in the Park

Dear President Bogdanowski and Village Trustees;

The People for Parks Foundation of Lake in the Hills, Inc., would like to request a change in the date for hosting the Pub in the Park event for 2022. This event was approved for June 25, 2022. However, due to a paucity of events this spring, promotion of the event has been challenging. Also, a critical contact from Charles Herdrich & Son, Inc., our beer distributor is unavailable on that date. Finally, we are finding that brewers are unavailable due to a shortage of employees. We are hoping to change the date of the event to October 15, 2022 subject to the same requests which were previously approved.

We ask that this request be added to the agendas for meetings next week.

On behalf of the People for Parks Foundation, I thank you in advance for your support of this exciting event.

Very Truly Yours,

A handwritten signature in black ink, appearing to be "Elizabeth Felt Wakeman", written in a cursive style.

Elizabeth Felt Wakeman

cc Shannon Andrews
Mary Frake
Kim Buscemi
Kristi Brewer
Robert Huckins
Trudy Wakeman
Denise Wasserman Haugk



REQUEST FOR BOARD ACTION

MEETING DATE: April 12, 2022

DEPARTMENT: Administration

SUBJECT: Club 400 requesting waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code and waiver of Sign Regulations & Enforcement

EXECUTIVE SUMMARY

Attached please find a letter from Stewart McVicar, with Club 400, requesting enforcement activities be suspended to allow the erection of temporary signage on Henry Lane and a waiver of the provisions of Section 43.09, Noise, of the Municipal Code to allow music to be played at an event being held by Club 400 at 3090 Henry Lane on Friday, May 27, 2022. Finally, Stewart McVicar, on behalf of Club 400, requests that parking be allowed on the following streets for between 150 and 200 guests:

- Northside of Gladstone
- Eastside of Henry Lane
- Southside of Gateway
- Eastside of Albrecht

Accordingly, the police department will place signage restricting parking to only one side of the street during the events. This will alleviate street congestion and allow for better traffic flow for residents and emergency vehicle access if necessary.

Club 400 will also be applying for a one day Event Permit Liquor License.

Stewart McVicar will be present at the April 12, 2022 Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Club 400 Letter

RECOMMENDED MOTION

Motion to waive the provisions of Section 43.09, "Noise" from 4:00pm until 10:00pm, suspend enforcement activities to allow the installation of temporary signage on Henry Lane, and allow parking for between 150 and 200 guests for the event being held by Club 400 on May 27, 2022 at 3090 Henry Lane.



Nancy Sujet
Village of Lake in the Hills
Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

Via Email to: Nancy Sujet, nsujet@lith.org

RE: Stewart McVicar/Club 400 2022 Event

Dear Nancy,

Club 400 and Stewart McVicar request a waiver of enforcement for noise, posting temporary signage, and parking ordinance requirements on Friday, May 27th from 4:00pm until 10:00pm.

Stewart McVicar, property owner of 3090 Henry Lane, Lake in the Hills, is seeking approval to host a charity event on Friday, May 27, 2022. The event is set to commence at 4:00pm with some guests and volunteers arriving early for set-up. The event is set to conclude at approximately 10:00pm with some guests and volunteers to remain on site later for clean-up. It is anticipated approximately 200 guests and volunteers will be present. Temporary signs will be placed on the property at 3090 Henry Lane, LITH and will not be posted elsewhere in the Village.

The May 27, 2022 event will feature Chicago Cubs players/celebrities, Marcus Stroman and Ray Burris with approximately 200 tickets sold to benefit the HDMH Foundation, The Lost Boyz as well as Club 400. A ticket to the event includes food, drink, a meet-and-greet with the celebrities, outdoor music and entertainment, and an auction of donated Cubs memorabilia. Live auction revenue will also benefit the cause.

The event will be catered by a local restaurant and food permits will be in place to serve food and drink by McHenry County Health Department. Beer, wine and soft drinks will be served. We will have off-duty police checking IDs and handing out wristbands that will signify a person is over 21 years of age. All servers will carry Bassett certification and are trained to look for wristbands, underage drinkers, and intoxicated individuals. The property is also fenced in on 3-sides with only one entrance into and out of the event.

Parking will be restricted to one side of the street to ensure emergency vehicle access to the property. Parking will be available as follows, with "no parking" signs on the opposite side of the streets: north side of Gladstone, east side of Henry Lane, south side of Gateway and east side of Albrecht. In addition, a shuttle service will be

operating to take attendees from the parking lots near Red Tail Golf Course to the event to reduce parking on the streets.

We are in the process of obtaining a special event certification of insurance for general liability, which includes host liquor for the event. Our applications for Event Permits from the Village will be sent off as soon as we receive our insurance certificate. We do not anticipate any issues with insurance or securing the appropriate permits.

Please let me know if you have any questions at this time or need clarification. We appreciate your consideration of these requests. If possible, we would like our requests placed on the agenda for an upcoming board meeting. Thank you for your time and consideration.

Sincerely,

Ashley Wilson

Ray Bogdanowski, rogdanowski@lith.org

Shannon Andrews, sandrews@lith.org

Ann Marie Hess, ahess@lith.org

Bradford Stewart, bstewart@zrfmlaw.com

Stewart McVicar, stewartmcvicar@yahoo.com

Nicole T. Geu, nicole@club400cubs.com



INFORMATIONAL MEMORANDUM

MEETING DATE: April 12, 2022
DEPARTMENT: Administration
SUBJECT: Lake Operations Recommendations

EXECUTIVE SUMMARY

Staff is seeking Board direction on lake use issues related to fees, non-resident access and catch and release policies.

Staff conducted a historical review of operations at Woods Creek Lake from 2006 to present day to better understand the impact of the changes implemented over the years. From 2006 to 2016, which was the final year of beach operations, the Village averaged approximately \$24,000 in Lake Use Permits per season. Operations peaked in 2012 when the Village brought in \$30,000 in revenue and bottomed out in 2017 when operations halted, 15 seasonal jobs were eliminated and revenues dropped to \$7,414. Since that time, the Village has continued to average approximately \$10,000 from boat use, boat storage and fishing permits each season.

< 2021 Lake Use; or > 2021 Fishing	Fees
Residents	40
Seniors (55+)	30
Non-Residents	60
Boat Use	
Residents	10
Seniors (55+)	7
Non-Residents (daily)	15
Boat Slips	
Resident	20
Senior (55+)	15

Fees have not been increased since 2002; however, a change was made in 2021, when the Village replaced the Lake Use Permit with a Fishing Permit. Since the Lake Use Permit encompassed both swimming and fishing and the Village was no longer staffing the beaches, the permit was reduced to a Fishing Permit only. At that time, the following language was added to the Municipal Code:

“Persons fishing from a boat with a current Boat Use Permit or Daily Boat Use Permit do not require a Fishing Permit.”

This change was not put into practice in 2021, which is why there was no significant decrease in revenues. As we approach the 2022 season, if no changes are made, this will significantly reduce resident fees. The 2021 change would allow a resident to pay \$10 annually to fish on the lakes in a boat versus \$50.

Non-residents are not permitted to purchase an annual pass. They are limited to purchasing a \$15 daily boat use permit. Instead of being issued stickers for their boat, they must retain a copy of their receipt for their daily permit. Beginning this season, requests for daily permits will require the same waivers and indemnifications as the annual permit holders. Staff will also be working on preparing a flyer to encourage lake safety to be handed out as the permits are issued.

The issue of non-resident use of the lakes escalated when the COVID-19 pandemic hit in 2020. At that time, the Village instituted capacity limit restrictions at the beach in response to the pandemic, but was struggling to enforce them without active beach staff to regulate beach usage. Administration was challenged finding staff willing to take on the additional hours and those who did were being paid as much as \$40-70/hour due to overtime being earned. Despite this, to control the population at the beaches, they continued to be staffed every Friday, Saturday and Sunday through Labor Day.

When the 2021 season began, there were no longer capacity limit restrictions, so beach operations resumed with no staff presence as it had done in the past. This was identified as an issue at the June 8, 2021 Committee of the Whole Meeting, where a resident expressed concerns that there had been an uptick in the unpermitted use and polluting of the Village's ponds, lakes and beaches. His primary concerns were kayak and boat use on Woods Creek Lake and safety. In response to this, signage was revisited, lake enforcement was increased and staffing adjustments were made to allow for seasonal staff to monitor residency at the beach entrance during peak periods over the weekends.

At the most recent set of meetings, residents shared additional observations on the lake operations since improvements were made in 2021:

- While enforcement helped through August, they continued to witness violations on the water from September on through the winter months.
 - In response, the Police Department is planning to extend their lake patrol into October, as weather and staffing permits.
- The residents asked the Village to consider increasing signage regarding regulations.
 - Once the ground has thawed, Public Works is planning to add additional signage to other lake access points besides the beaches.
- The residents also recommended increasing public education regarding boating safety.
 - The Village communications team will work on developing an educational campaign to address this at the beginning and during the season.

While staff is working to address the above issues, there are two resident requests that require further guidance from the Board:

- Restrict lake access to residents and their accompanying guests, like the restrictions at the beaches.
- Change to catch and release fishing regulations.

This last request was made after the residents witnessed many individuals removing undersized fish from the lake or removing quantities that exceed regulatory limits. The residents indicated that surrounding towns restrict to "catch and release fishing only," which has drawn anglers to Woods Creek Lake. Finally,

they propose that a change to catch and release would reduce the Village's annual restocking costs of \$6,500 and give the existing fish an opportunity to thrive and grow.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

SUGGESTED DIRECTION

Staff is seeking direction from the Board on the following points:

- 1) Should lake access be restricted to residents and their accompanying guests?
- 2) Should the lakes be changed to "catch and release"?
- 3) Should persons fishing from a boat be required to purchase both a Boat Use Permit and a Fishing Permit?

If the Board suggests any changes be made to the existing policies, an Ordinance would be prepared for consideration at a future meeting.



REQUEST FOR BOARD ACTION

MEETING DATE: April 12, 2022

DEPARTMENT: Public Works

SUBJECT: Pingree Road Design Engineering Task Order

EXECUTIVE SUMMARY

Staff seeks board approval to enter into an agreement with Chastain & Associates LLC for engineering design and bidding services for Pingree Road resurfacing in an amount not to exceed \$24,500.

A Federal Surface Transportation Program (STP) grant was awarded to the Village through the McHenry County Council of Mayors (MCCOM), the regional council with oversight responsibility for various Federal transportation and planning programs available to McHenry County communities. The MCCOM council is comprised of representatives from each of the municipalities within the County with all communities having a voice in how the Federal STP funds are awarded. STP Local funds are Federal transportation funds distributed in even years to MCCOM for the purpose of improving local agency roads in the community having a functional classification of minor collector or higher by the State of Illinois.

STP funds are awarded to projects and communities within McHenry County based on a competitive application process through a "Call for Projects" in the first quarter of the even numbered years. Each project is scored and ranked against all other submittals and the highest scoring projects are awarded funds of various amounts depending upon amount requested. In 2020 when Pingree Road was awarded STP funds, the MCCOM policy was that no project would receive more than \$1.5 Million dollars or a maximum of 80% of the estimated construction and construction engineering cost. STP funds can be used for both reconstruction or resurfacing of functional roads classified minor collector or higher with a preference given to projects that improve capacity, multiple forms of mobility and environmental quality.

In the 2020 call for projects, the Village submitted three applications, Reed Road, Pingree Road and Crystal Lake Road. The Village was awarded funds for Reed Road, Pingree Road and the Crystal Lake Road project was placed on the Contingency List. The Contingency List contains projects that, in the event another project drops out of the program or there are savings realized in construction, projects on the contingency list could be moved up to an active funded status. Reed Road from Lakewood west approximately 0.25 miles, will be resurfaced this April and early May. Pingree Road is the next project the Village needs to move forward to be ready for construction in 2023. The Pingree Road project was awarded \$212,649 or 80% of the originally estimated \$265,811 construction cost at time of application in March 2020.

The Village has a master agreement with Chastain Engineering for engineering consulting services which allows the Village to enter into agreements for services as-needed. The attached agreement with Chastain for design engineering and bidding services totals \$24,500. To continue to move the Pingree Road resurfacing project forward, Chastain must plan and design the project in coordination with IDOT and MCCOM for solicitation of bids for the construction portion of this project. with the STP program being Federally funded all project planning efforts, designs, plan preparation and solicitation of bids must be coordinated through and with IDOT. The Pingree Road is currently programed for funding obligation in Federal fiscal year 2022 which runs through September 30, 2022. STP funds for the Pingree Road project need to be obligated to the project prior to March 2023 or STP funding may be rescinded and reprogrammed to other MCCOM projects.

FINANCIAL IMPACT

The FY 2022 Motor Fuel Tax Fund budget includes \$55,370 which allows for \$24,500 engineering design and bidding services and \$30,870 for construction observation services.

ATTACHMENTS

1. Task Order for Chastain Engineering

RECOMMENDED MOTION

Motion to approve a Task Order with Chastain Engineering to perform road design engineering services for the Pingree Road project at a cost not to exceed \$24,500.



TASK ORDER #2 AGREEMENT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS

AND

CHASTAIN & ASSOCIATES LLC

FOR

PROFESSIONAL ENGINEERING SERVICES

IN PREPARATION OF THE

PINGREE ROAD PLANNING, DESIGN AND BID SERVICES

**TASK ORDER #2 – PINGREE ROAD
PLANNING, DESIGN AND BID
SERVICES**

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Chastain & Associates, LLC (“Consultant”) for Calendar Year 2022 Professional Engineering Services, dated _____, 202__ (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Pingree Road Planning, Design and Bid Services for anticipated resurfacing of the roadway between Virginia Road and a point 600 feet south of Rakow Road.

2. **Services of Consultant:**

A. Basic Services:

1. Preliminary Design Phase. Preliminary Design Services are to be provided and includes the following as set forth in the Task Order:

- a. Determine the general scope, extent and character of the Project.
- b. Prepare PPI document for project coordination with MCCOM and IDOT.
- c. Schedule, prepare for, attend and document project kick-off meeting with IDOT-BLR
- d. Prepare preliminary design documents consisting of drawings and supporting documents for State approved Categorical Exclusion (CE) (BLR 19100) project approval form. Work efforts may include traffic and capacity analysis at Virginia Road intersection.
- e. Prepare and submit ESR documents for environmental coordination and clearance. Efforts will include special waste screening, wetland clearance, cultural clearances and endangered species confirmation.

2. Final Design Phase. Final Design Services are to be provided under this Task Order; such Final Design Services shall include the following as set forth in the Task Order:

- a. On basis of accepted Preliminary Design Documents and approval of the CE, this effort will include coordination of a Phase II plan preparation kick-off meeting with the IDOT-BLR.

- b. Design Phase services will include preparation of plans, specifications and estimates of time and cost. Designs and plan preparation will be developed in compliance with IDOT requirements for Federally funded projects and are anticipated to include the following plan sheets:
 - Cover
 - General Notes and index
 - Summary of Quantity Sheets
 - Typical Sections
 - Removal and Improvement Plan over Plan Sheets
 - Erosion Control / SWPPP Plans
 - Restoration Plans
 - Pavement Marking Plans
 - District Details
 - State Standards
- c. Develop contract documents including project specifications, Recuring, BDE and Local Roads check sheets and contract specific data sheets including standard requirements as required by IDOT.
- d. Submit preliminary documents for Village review, submit Pre-Final documents for IDOT and Village Review and Submit PS&E documents for letting.
- e. Project development services include quantity calculations, guardrail analysis if required, pavement design verification, and completion of pavement cores for pavement designs.
- f. Prepare final PS&E documents for submittal to IDOT for Letting. Document delivery is required approximately 3 months prior to scheduled letting.

B. Additional Services:

NONE

- 3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:
 IDOT approval of CE and final PS&E project documents
- 4. **Commencement Date:**
 The date of execution of this Task Order by Owner.
- 5. **Completion Date:**
 January 20, 2023 Letting requires final PS&E submitted October 3, 2022.

6. **Submittal Schedule:**

Submittal: Phase I CE Document Due Date: May 27, 2022

Submittal: Phase II Preliminary Plans Due Date: July 11, 2022

Submittal: Phase II Pre-Final Plans Due Date: August 12, 2022

Submittal: Phase II Final PS&E Plans Due Date: October 3, 2022

7. **Key Project Personnel:**

Names:	Telephone:
Steve Frerichs	(847) 287-6732
Janice Pang	(773) 714-0051
Chris Gheysen	(773) 714-0051
Mike Hartwig	(773) 714-0051

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$24,500.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including

expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

NONE

11. **Attachments:**

NONE

Approval and Acceptance: Acceptance and approval of this Task Order shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2022

VILLAGE OF LAKE IN THE HILLS

By: Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHASTAIN & ASSOCIATES LLC



Steve Frerichs
Sr. Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Steve Frerichs

Title: Senior Project Manager

Address: 120 West Center Court, Schaumburg, IL 60195

E-mail Address: sfrerichs@chastainengineers.com

Phone: C (847) 287-6732
O (773) 714-0051

ATTACHMENT A-1

**Standard Charges for Professional Services
(For Billing Rate Task Orders Only)**

PRINCIPAL	\$200 /HR
SENIOR PROFESSIONAL	\$195 /HR
SENIOR PROJECT MANAGER	\$190 /HR
PROJECT MANAGER	\$155 /HR
SENIOR PROJECT ENGINEER	\$150 /HR
PROJECT ENGINEER II	\$150 /HR
PROJECT ENGINEER I	\$130 /HR
ENGINEER	\$85 /HR
SENIOR TECHNICIAN	\$135 /HR
TECHNICIAN	\$80 /HR
JUNIOR FIELD PERSONNEL	\$75 /HR
ADMINISTRATIVE	\$65 /HR
<i>DIRECT COSTS – PROJECT CHARGEABLE</i>	
MILEAGE *	\$0.58 / MILE
DAILY VEHICLE CHARGE * (Survey or Construction vehicle)	\$65 / DAY

*Indicates Reimbursable Items



REQUEST FOR BOARD ACTION

MEETING DATE: April 12, 2022
DEPARTMENT: Public Works
SUBJECT: Purchase Hydro-Excavator

EXECUTIVE SUMMARY

Staff seeks Board approval to purchase a hydro-excavator from Vermeer Midwest of Aurora, IL, through the Sourcewell Purchasing Cooperative in the amount of \$114,236.00.

The Fiscal Year 2022 (FY22) Village budget includes \$120,000 for the purchase of a hydro-excavator. This equipment would be a replacement of the aging hydro-excavator that is beyond the service life of its intended use. Past efforts to keep it running include rehabilitating the machine several times, replacing all the vacuum lines, and welding patches on the tank. Furthermore, parts are very difficult to find if they are available at all. Staff reviewed machines from different manufacturers; Vac-Con, Ditch Witch and Ring-O-Matic and believe that a Vermeer brand hydro-excavator best fits the needs of the department. Vermeer Midwest provided the Village with a quote for a new hydro-excavator at a cost of \$114,236.00 in accordance with Sourcewell Purchasing Cooperative pricing. Cooperatives, such as Sourcewell are aggregated joint purchasing programs that receive competitive bid prices for vehicles and equipment for governmental purchase. Chapter 17.08 of the Municipal Code recognizes joint purchasing programs as an acceptable substitute to a formal competitive bid.

Additionally, staff seeks Board approval to temporarily repurpose the old hydro-excavator by transferring it to the Streets Division. The conveyor pit outside the salt dome requires the use of this type of equipment three to four times a year to remove salt that has accumulated around the lower mechanism. Prior use of the current hydro-excavator has exposed it to a highly corrosive environment and significantly contributed to its degradation. In order to avoid degradation of the new equipment, staff seeks to retain the old unit for salt conveyor maintenance while alternatives can be explored and budgeted. This includes the possible need to modify the current conveyor pit to minimize or eliminate the current procedure before the old unit ceases to function, even in this limited role.

The old unit would only be retained temporarily provided it does not significantly add to the workload or maintenance expenses in the Fleet Division. Staff would add the old equipment to the surplus declaration to formally dispose of it before investing any further time or money into it.

Also, while the FY22 budget includes \$6,240 in revenue from auction of the old unit, that figure is a best-guess estimate and could be lower given its condition. Finally, rental of a hydro-excavator would offset any resale revenue providing a vendor would rent such a unit for this task.

FINANCIAL IMPACT

The Village's FY22 Budget includes \$120,000.00 for the purchase of the hydro-excavator in the Water Fund. The total cost for the hydro-excavator is \$114,236.00, which is \$5,764.00 under budget. Should the Board agree to temporarily retain the current unit and not offer it for auction, the Village would see a reduction in anticipated revenue of \$6,240 for FY22.

ATTACHMENTS

1. Hydro-excavator Specifications
2. Capital Asset Form

RECOMMENDED MOTION

Motion to approve the purchase of a hydro-excavator from Vermeer Midwest of Aurora, IL, through the Sourcewell Purchasing Cooperative in the amount of \$114,236.00.



2801 Beverly Drive
 Aurora, IL 60502
 630-820-3030
www.vermeermidwest.com

3/17/2022

Quote #: Q-08878-3

PO #:

Bill To:
Village of Lake in the Hills
Kevin Rivera
9010 Haligus Road
Lake in the Hills, IL 60156
224-629-6189

Ship To:
Village of Lake in the Hills
Kevin Rivera
9010 Haligus Road
Lake in the Hills, IL 60156
224-629-6189

To Whom It May Concern:

I would like to submit this quote to you.

1 New Vactron LP873SDT, 14K GVWR, 2X100 GAL WTR TANKS \$112,036.00

- ~ 49 HP Yanmar Diesel Engine Tier 4 Final
- ~ 800 gallon debris tank
- ~ 1000 CFM Vacuum Pump
- ~ 4000 psi @ 4gm~ High Pressure Water System
- ~ Two (2) 100 Gallon Water Tanks
- ~ Water Recirculation Kit
- ~ Reverse Pressure to Off-Load Liquids and Dislodge Debris in Hose
- ~ 33' ft x4" Suction Hose with Suction Tools
- ~ SHT Package (2) 15ft Hoses with under water tank storage
- ~ 6 – way Hydraulic Boom
- ~ Hydraulically Operated Full and Claw Locked Rear Door
- ~ Water Knife & Clean-up Wand
- ~ Empty Weight of Unit with Trailer 6,970 lb
- ~ Low Profile Torsion Axles (14,000 GVWR)
- ~ Hot Box -hot water option for cold weather Potholing
- ~ Hydraulic Jack
- ~ 1yr Parts Warranty / 1yr Labor Warranty
- ~ 2 Years Standard Yanmar Engine Warranty

Untaxed Machine	\$112,036.00
Freight and Prep	\$2,200.00
Grand Total	\$114,236.00
<hr style="border-top: 1px dashed black;"/>	
Total Due	\$114,236.00
<hr style="border-top: 1px dashed black;"/>	

Initials: _____

Quote #: Q-08878

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 60 months based on \$0 down	\$2,271.91

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,

Kyle Cline
kyle.cline@vermeermidwest.com

Initials: _____

Quote #:Q-08878

LP SDT VACUUM EXCAVATOR

DIMENSIONS - SKID	573	573 HEAVY	873	873 HEAVY	1273
Length	N/A	N/A	N/A	229 in (582 cm)	N/A
Width	N/A	N/A	N/A	99 in (251.8 cm)	N/A
Height	N/A	N/A	N/A	82 in (208.3 cm)	N/A
Empty weight	N/A	N/A	N/A	6,400 lb (2,903 kg)	N/A
DIMENSIONS - TRAILER					
Length	231 in (586.7 cm)	231 in (586.7 cm)	268.8 in (682.8 cm)	268.8 in (682.8 cm)	265 in (673 cm)
Width	92 in (234 cm)	97 in (246 cm)	92 in (234 cm)	102 in (259 cm)	102 in (259 cm)
Height	95 in (241 cm)	95 in (241 cm)	95 in (241 cm)	95 in (241 cm)	122 in (282 cm)
Empty weight	6,700 lb (3,039 kg)	6,700 lb (3,039 kg)	7,800 lb (3,538 kg)	8,000 lb (3,629 kg)	9,800 lb (3,334 kg)
GVWR	9,995 lb (4,533 kg) / 12,000 lb (5,443 kg)	14,000 lb (6,350 kg)	14,000 lb (6,350 kg)	20,000 lb (9,072 kg)	24,000 lb (10,886.2 kg)
Trailer axles	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 10,000 lb (4,536 kg)	(2) 12,000 lb (5,443 kg)
ENGINE					
Make and model	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final
Horsepower	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)
Fuel tank capacity	30 gal (114 L)	30 gal (114 L)	30 gal (114 L)	30 gal (114 L)	30 gal (114 L)
Enclosure	Yes	Yes	Yes	Yes	Yes
WATER TANK					
Water tank capacity	200 gal (757 L)	300 gal (1,136 L)	200 gal (757 L)	400 gal (1,515 L)	400 gal (1,515 L)
Number of tanks	2	2	2	2	2
High pressure pump flow rate	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)
High pressure pump	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)
High pressure hose length	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)
Low water shutoff	Electric	Electric	Electric	Electric	Electric
SPOIL TANK					
Spoil tank capacity	500 gal (1,892.7 L)	500 gal (1,892.7 L)	800 gal (3,028.3 L)	800 gal (3,028.3 L)	1,200 gal (4,542.5 L)
Door type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
Tank lift type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
VACUUM					
Type of filters	.5 micron	.5 micron	.5 micron	.5 micron	.5 micron
Hose length	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)
Hose width	4 in (10 cm)	4 in (10 cm)	4 in (10 cm)	4 in (10 cm)	4 in (10 cm)
Vacuum	1,000 cfm (1,699 m ³ /hr)	1,000 cfm (1,699 m ³ /hr)	1,000 cfm (1,699 m ³ /hr)	1,000 cfm (1,699 m ³ /hr)	1,000 cfm (1,699 m ³ /hr)
Vacuum blower type	PD blower	PD blower	PD blower	PD blower	PD blower
Vacuum mercury	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)
CONTROL PANEL					
Controls	Curbside	Curbside	Curbside	Curbside	Curbside
Gauges	Analog and digital	Analog and digital	Analog and digital	Analog and digital	Analog and digital
OPTIONS					
<ul style="list-style-type: none"> 6-way hydraulic boom with wireless remote Strong arm 	<ul style="list-style-type: none"> Recirculation kit FlowMaster 	<ul style="list-style-type: none"> SHT package Hydraulic jack 			

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Vermeer



EQUIPPED TO
DO MORE.

LP SDT VACUUM EXCAVATOR



CV5 (CYCLONE 4-WAY VALVE SILENCER) FILTRATION SYSTEM. .5-micron filtration. The CV5 filter housing also contains the 4-way valve for reverse pressure and an oversized silencer for quiet operation. The silencer is located inside the 28-in (71-cm) diameter cyclone.



I BEAM TRAILER. Units are built from start to finish at our factory, including the trailer which consists of a sturdy I beam construction.



SIDE HOSE AND TOOLING (SHT) STORAGE (OPTION). The new SHT package allows for 60 ft (18 m) of suction hose storage on a trailer-mounted unit. This doubles the traditional 30-ft (9-m) hose storage on all other brands.



STRONG ARM (OPTION). With 270-degree rotation, the strong arm supports the weight of the vacuum hose, and the roller head makes handling efficient by allowing smooth, fluid movements and adjustments.



HYDRAULIC BOOM (OPTION). The hydraulic boom offers a 6-way function, wireless remote with vacuum valve operation, 330-degree rotation, remote water jet for ease of cleanout, and a 5-in (13-cm) hose with quick connect to 4-in (10-cm) tooling.



FLOWMASTER (OPTION). The FlowMaster option can be used to hydraulically exercise water valves and hydrants, making sure they will work properly in times of need.



VERMEER.COM



EQUIPPED TO DO MORE.

CAPITAL ASSET REQUEST FORM

FUND:	Water Operating and Maintenance Fund
DEPARTMENT:	Public Works
DIVISION:	Water

NAME OF ASSET OR PROJECT TITLE:

Vac Trailer Replacement

TOTAL EXPECTED COST:

\$120,000

CATEGORY:

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

ASSET CONDITION:

- Excellent
- Average
- Fair
- Poor

DESCRIBE CURRENT USE, NEED, COST, AND IMPACT:

The Water Division uses a vac trailer to excavate in situations when an open-cut excavation is not needed or is hazardous. Hydro-excavation is much less intrusive and is a safer alternative to open-trench excavation in these conditions.

The current vac trailer has been repaired and rehabbed multiple times. It is now beyond its useful life and requires replacement. A new trailer is estimated to cost \$120,000. If not purchased, the department will continue to rely on old equipment and will perform costly repairs. If it breaks and cannot be fixed, this may also put the Village in a position of having to use more invasive excavating equipment, such as the backhoe, which comes with costly restorations.





REQUEST FOR BOARD ACTION

MEETING DATE: April 12, 2022

DEPARTMENT: Public Works

SUBJECT: Award a contract for Thermoplastic Road Striping

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Superior Road Striping of Melrose Park, IL, for thermoplastic road striping, for an amount not to exceed \$28,000.

The Suburban Purchasing Cooperative offers the opportunity for local governmental bodies to participate in joint purchasing programs. They create specifications and solicit competitive bids for a variety of contracts. This purchase is exempt from the normal bidding process by Section 9.13 of the Municipal Code. The Thermoplastic Lane Marking Contract #201 was extended to Superior Road Striping for 2022 with no price increase. A detailed listing of the pricing and contract award are attached for your review and consideration. The thermoplastic road striping is part of a five-year thermoplastic road striping maintenance plan to keep all roadway markings visible. Below are the estimated quantities and pricing for this year.

Item	Estimated Quantity	Unit	Unit Price	Total
4" Thermoplastic Marking Line	36,354	LF	\$0.53	\$19,267.62
6" Thermoplastic Marking Line	3,591	LF	\$0.75	\$2,693.25
12" Thermoplastic Marking Line	1,329	LF	\$1.50	\$1,993.50
24" Thermoplastic Marking Line	696	LF	\$3.75	\$2,610.00
Thermoplastic Marking Letters & Symbols	328	SF	\$3.75	\$1,230.00
Thermoplastic Marking Removal	685	SF	\$0.30	\$205.50
TOTAL				\$27,999.87

FINANCIAL IMPACT

The Village's 2022 budget included \$28,000 for thermoplastic road striping in the General Fund. The total expense for 2022 is not to exceed \$28,000.

ATTACHMENTS

1. Suburban Purchasing Cooperative Contract Documents

RECOMMENDED MOTION

Motion to award a contract to Superior Road Striping of Melrose park, IL, for the thermoplastic road striping for an amount not to exceed \$28,000.

SRS

SUPERIOR ROAD STRIPING, INC.

1980 N. HAWTHORNE AVE. MELROSE PARK, IL 60160 PHONE 708-865-0718 FAX 708-865-0296

3-14-2022

THERMOPLASTIC AND URETHANE PAVEMENT MARKING

We are pleased to announce our contract with Suburban Purchasing Cooperative (NWMC), has been extended into 2022.

Also, no price increase. We are keeping pricing from 2021.

I have included the 2022 contract and 2022 pricing along with our performance bond.

We look forward to striping in your municipality this season.

Thank you very much,
Superior Road Striping, Inc.

SRS

SUPERIOR ROAD STRIPING INC.

1980 N. HAWTHORNE AVE

MELROSE PARK, IL 60160

Telephone	708-865-0718
Fax	708-865-0296

3/14/2022

THERMOPLASTIC AND URETHANE PAVEMENT MARKING 2022 PRICING

SUBURBAN PURCHASING COOPERATIVE (NWMC)

DESCRIPTION	UNIT	UNIT PRICE
THPL PVT MK L & S	SF	3.75
THPL PVT MK LINE 4	LF	0.53
THPL PVT MK LINE 6	LF	0.75
THPL PVT MK LINE 12	LF	1.50
THPL PVT MK LINE 24	LF	3.75
URETHANE PVT MK L & S	SF	5.00
URETHANE PVT MK LINE 4	LF	0.50
URETHANE PVT MK LINE 6	LF	1.00
URETHANE PVT MK LINE 12	LF	2.00
URETHANE PVT MK LINE 24	LF	4.00
PAVT MARKING REMOVAL	SF	0.30



A Joint Purchasing Program For Local Government Agencies

March 4, 2022

Ms. Joan Yario
Superior Road Striping
1967 Cornell Court
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the first of three (3) possible, one-year contract extensions of the SPC 2022 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #201) to Superior Road Striping, Melrose Park with no price increases. The SPC reserves the right to extend the contract for up to two (2) additional one-year terms upon mutual agreement on a negotiated basis.

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan

3/4/22

Date

Name: Joan Yario

3-7-22

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 DeLaurentis
Phone: (708) 206-1155
Fax: (708) 206-1133

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

Bond No 800011422

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Superior Road Striping, Inc
1980 Hawthorne Avenue
Melrose Park, IL 60160

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

Same as Above

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.

OWNER:

(Name, legal status and address)

City of Des Plaines
1600 Golf Road, Suite 0700
Des Plaines, IL 60016

1600 Golf Rd, Suite 0700
Des Plaines, IL 60016

CONSTRUCTION CONTRACT

Date: April 6, 2021

Amount: \$ 705,000.00

Seven Hundred Five Thousand Dollars and 00/100

Description:

(Name and location)

SPC 2021 Thermoplastic and/or Urethane Lane Marking Material and Labor Road Marking Program Contract #201

BOND

Date: April 8, 2021

(Not earlier than Construction Contract Date)

Amount: \$ 706,000.00

Seven Hundred Six Thousand Dollars and 00/100

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Superior Road Striping, Inc

SURETY

Company:

(Corporate Seal)

Atlantic Specialty Insurance Company

Signature:

Name:

Joan Yario

and Title:

President

Signature:

Name:

William T. Krumm

and Title:

Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY --- Name, address and telephone)

AGENT or BROKER:

Arthur J Gallagher Risk Management Services, Inc

2850 Golf Road

Rolling Meadows, IL 60008

630-773-3800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois

County of Cook

} SS:

On this 8th day of April in the year two thousand twenty one, before me, Sharon A. Foulk, a Notary Public, duly commissioned and sworn, personally appeared William T. Krumm, known to me to be the duly authorized Attorney-in-fact of the Atlantic Specialty Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said William T. Krumm duly acknowledged to me that he subscribed the name of the Atlantic Specialty Insurance Company thereto as Surety and his own name as Attorney-in-fact

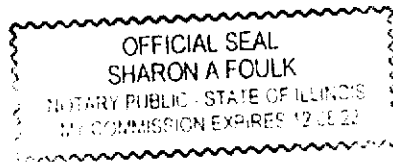
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written

My Commission Expires

12/08/2022

Notary Public

Sharon A. Foulk





CHANGE RIDER

To be attached to and form a part of Performance
Bond No. 800011422 issued by **ATLANTIC SPECIALTY INSURANCE COMPANY**, 605
Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441 as Surety on behalf of Superior Road Striping, Inc.

_____, as
Principal in favor of Suburban Purchasing Cooperative, c/o Northwest Municipal Conference with
reference to Performance Bond effective the
8th of April, 2021.

It is hereby understood and agreed that the following item is amended:

Bond Number

From: 800011422

To: 800114587

Signed, sealed and dated this 26th day of April, 2021

Superior Road Striping, Inc.
Principal

[Signature]
Witness Sandra DeHoyos

BY: [Signature]
Name: Joan Yaris Title: President

Atlantic Specialty Insurance Company

[Signature]
Witness Jodie Sellers

BY: [Signature]
Attorney-In-Fact Sharon A. Foulk



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jon A. Schroeder, Sharon A. Foulk, William T. Krumm, Jodie Sellers, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

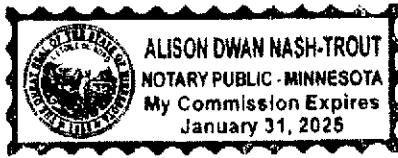
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By Paul J. Brehm
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of April, 2021.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



REQUEST FOR BOARD ACTION

MEETING DATE: April 12, 2022

DEPARTMENT: Public Works

SUBJECT: Request to waive the competitive bidding requirements and award a contract for the Well 15 Design/Build Project.

EXECUTIVE SUMMARY

Staff seeks Board approval to waive competitive bidding requirements and award a contract for the Well 15 Rehabilitation Project to Concentric Integration, LLC in the amount of \$113,230.00.

In 2017, staff presented a plan for a multi-year water treatment facility upgrade project for each of the eight Village well houses. The Village completed a design/build project for Well 14 in 2018, Wells 12 and 6 in 2019, Well 11 in 2020, and Well 10 in 2021. The projects brought much needed control and process upgrades to the aging water treatment facilities. All projects concluded on time and within budget.

Earlier this year, staff met with representatives from Baxter & Woodman/Concentric Integration (Concentric Integration), the Village water resources and controls engineer to design the Well 15 improvements budgeted in FY22. Similar to the upgrades performed at Wells 14, 12, 6, 11, and 10. The Well 15 project consists of three components; upgrading the SCADA system controls, replacing and upgrading the mechanical valves and actuators and replacing the controls and rebuilding the high service pump control valve. Concentric will perform the SCADA system control upgrades and staff will procure and install the mechanical valves and actuators. The Concentric Integration portion of the project is priced at \$113,230.00. To procure the valves and actuators, staff issued a Request for Proposal (RFP) last month. The RFP opened on April 1, and staff will seek approval to purchase the valves and actuators through a separate agenda item.

Upon approval of this project, staff will begin meeting with Concentric Integration to design and discuss the Well 9/17 facility upgrade project planned for inclusion in the FY2023 Village Budget.

FINANCIAL IMPACT

The Village's 2022 budget includes a total of \$330,000.00 for upgrades to Well 15. Approval of this request leaves \$216,770.00 for the procurement of valves, actuators, and rebuilding the high-service pump.

ATTACHMENTS

1. Recommendation Memo
2. Concentric Integration Proposal
3. Capital Asset Form

RECOMMENDED MOTION

Motion to waive the competitive bidding requirement and award a contract to Concentric Integration, LLC for the SCADA system upgrade portion of the Well 15 design/build project in the amount of \$113,230.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: March 29, 2022
Subject: Well 15 Rehabilitation

The Villages Well 15 Treatment Plant has served the Village well for many years. Several major components are original to the facility and have become unserviceable or obsolete. The Village has collaborated with Concentric integration on Wells 14, 12, 6, 11, 10 and 16 on design build projects to rehab these facilities.

It is my recommendation that the Village again partner with Concentric Integration for the purposes of the Well 15 Rehabilitation project at a cost of \$113,230 for design and construction oversight.



Project Proposal

March 14, 2022

Mr. Tom Migatz
Director of Public Works
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

Subject: Well 15 Water Treatment Plant Rehabilitation

Concentric Project Number: 201366.50

Dear Mr. Migatz:

The Village's Well 15 Water Treatment Plant (WTP) has served the Village soundly for a number of years, but has several older, unserviceable, and obsolete items in need of repair or replacement. The obsolete items include various valves and flow meters, and though not yet obsolete, Programmable Logic Controllers (PLCs). The PLCs responsible for automatically running and monitoring the plant are legacy products being phased out by the manufacturer. Replacement parts are becoming very expensive and Concentric recommends replacing the existing PLC platform with a current, more cost effective platform line. The cost of servicing older equipment or trying to obtain obsolete parts puts an additional burden on the Village and risks extended plant down times.

The Village could elect to complete a traditional design-bid-build project for the improvements, but there is not a lot of detailed design that needs to be completed. A project of this size would not likely bring the type of competition required to get competitive pricing. In addition, the overhead of a general contractor is not necessarily required for the small, relatively simple work that needs to be accomplished at the WTP. Also, Concentric Integration has worked in partnership with the Village on successfully implementing similar projects at other WTPs within the past three years. For these reasons, Concentric Integration recommends the Village consider partnering with Concentric to complete the following work:

- Replace select, existing flow meters.
- Replace existing PLC equipment.

Following is our detailed scope of services to complete the Well 15 WTP rehabilitation with the Village.

Scope of Services

Equipment

Concentric will provide the following equipment:





1. Furnish two (2) magnetic flow meters to replace the existing propeller meters:
 - a. Two (2) Siemens 10" Mag Meters with remote transmitters.
 - b. Note: Village is responsible for both the mechanical and electrical installation of these flow meters.
2. Provide two (2) Allen-Bradley CompactLogix 5370 L3 Programmable Logic Controllers (PLC) with associated Input/Output (I/O) modules and cabling as required for both the Supervisory Control Panel (SCP) and Filter Control Panel (FCP).
3. Provide one (1) Allen-Bradley 12" PanelView Plus Operator Interface
4. Provide one (1) ProSoft PLX51-DF1-ENI DF-1 serial routing module.
5. Provide five (5) Allen-Bradley 24V DC, 50W power supplies (or equal).
6. Provide one (1) APC SMT1000C SmartUPS, 1000VA uninterruptable power supply (or equal).
7. Provide one (1) Allen-Bradley 8-port unmanaged Ethernet switch (or equal).
8. Provide two (2) N-Tron Ethernet fiber to copper media converters (or equal).
9. Provide one (1) Allied Moulded 8x10x6 NEMA 4X Enclosure with window (or equal).
10. Miscellaneous control panel components as required for a complete installation.
11. Note: Existing serial-based radio is not being replaced as part of this Contract and will continue to be used with new PLC equipment.

Labor

Project Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate a phone-based kick-off call.
3. Provide project status updates via email.

PLC Modernization

1. Migrate and modernize PLC programs from SLC 5/05 PLC to new CompactLogix PLC using a combination of the RSLogix 5000 Translation Tool and creating new tags and Add-On Instructions (AOIs).
2. Remove existing SCP and FCP SLC-based PLCs and associated I/O modules.
3. Install new CompactLogix PLCs and I/O modules and re-terminate control wiring.
4. Replace the existing SCP and FCP SLC-series PLCs with CompactLogix Series PLCs
5. Install the new Ethernet switch in the SCP.





6. Route a new Ethernet cable from the SCP to the FCP through existing conduit between the two control panels.

Operator Interface Upgrade

1. Modernize and upgrade the existing PanelView operator interface in the SCP with a new PanelView Plus.
2. Update, migrate, and merge both the SCP operator interface and FCP operator interface programs to a single PanelView Plus application. Update application to communicate with the new CompactLogix PLCs. The updates to the PanelView Plus will maintain existing control screen functions, no new program functions will be added.
3. Install a metal plate to cover the open cutout location on the FCP door.

Chart Recorder Removal

1. Remove the existing chart recorder from the SCP door.
2. Remove all wires and cables associated with the chart recorder.
3. Install a metal plate to cover the open cutout location on the SCP door.
4. Provide PanelView Plus operator interface screen development to create trend screens that mimic the same information displayed on the chart recorder.

Well Power Data Integration

1. Connect to the well pump power monitor, read the power data and display on the OIT
 - a. Mount and terminate wiring for DC power supply and Ethernet media converter in the well starter.
 - a. Mount and terminate wiring for DC power supply and Ethernet media converter in the new control enclosure next to the well starter.
 - b. Connect both media converters with a fiber patch cable.
 - c. Provide PLC programming to integrate the voltage, current, current unbalance, and power data into the PLC.
 - d. Provide PanelView Plus screen development to display and trend the power monitor data collected by the PLC.

SCP Utility Failover Relay System

1. Install failover relay and terminate wiring to allow utility power to automatically power the SCP in the event of a UPS failure or if the UPS is removed entirely.
2. Terminate wiring between on one set of the failover relay contacts and an available PLC discrete input.





3. Provide PLC programming to monitor and alarm when there is a UPS failure.

Control Panel Drawings

1. Create and provide PDF copies of new electrical drawings for both the SCP and FCP.

Final Documentation

1. Provide electronic copies of the updated PLC programs and PanelView Plus program.

Fee

Our fee for the above scope is a lump sum of \$113,230.

This proposal is valid for 90 days from the date issued.

Concentric Assumptions / Customer Responsibilities

1. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
2. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
3. Customer will dispose of/recycle any removed equipment.
4. Customer will procure and install new valves and actuators related to the water treatment plant.
5. Customer will perform the mechanical and electrical work for the installation of the two Siemens Mag Flow Meters and provide the 120V AC power to the locations where the flow transmitters are to be located.
6. Customer understands that software/materials purchased outside Concentric may require regular support, and it will coordinate directly with the manufacturer to identify support costs for future budgeting purposes.





Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- DOES apply
- DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10 (V10), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK

CUSTOMER:
VILLAGE OF LAKE IN THE HILLS

ACCEPTED BY: _____

TITLE: _____

DATE: _____





CAPITAL ASSET REQUEST FORM

NAME OF ASSET OR PROJECT TITLE:

IMAGE OF CAPITAL ASSET:

Project Description:

Total Expected Cost: \$ _____

Type of Project:

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

For rehabilitation, asset management, and operational improvements, please insert an image of the EXISTING asset to be replaced. If the project is a new initiative or a mandate, please insert an image of the requested asset.

Rehabilitation or Asset Management

Current Condition (if Replacement or Upgrade):

- Excellent
- Average
- Fair
- Poor

Describe How Asset is Currently Used:

Describe the Need:

Explain Cost and/or Provide Additional Justification:

Describe the Impact if Not Approved:

New Initiative, Operational Improvement or Mandate

Describe the Need:

Explain Cost and/or Provide Additional Justification:

Describe the Impact if Not Approved:

Request Year:

Department Code:

Priority:

Start Date (Est) _____ Completion Date (Est) _____

Project Cost Analysis

Capital Cost Year
Operating Year

Initial Project Costs & Future Impacts				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FY #1	FY #2	FY #3	FY #4	FY #5

Personal Services

Other:
Other:

Contractual Services

60.08 Professional Engineering
60.24 Professional Other Professional
Other:
Other:

Commodities

Other:
Other:

Capital Outlay

80.04 Capital Land
80.08 Capital Buildings & Structures
80.20 Capital Wells & Storage
80.28 Capital Main Replacement
80.32 Capital Equipment
80.44 Capital Vehicles
80.48 Capital Information Systems - Hardware
80.52 Capital Information Systems - Software

Gross Total Cost

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Costs Avoided
Grants
Additional Revenues

Net Total Cost

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REQUEST FOR BOARD ACTION

MEETING DATE: April 12, 2022

DEPARTMENT: Public Works

SUBJECT: Agreement for Construction Phase Engineering for the Runway 8/26 Rehabilitation and Reprofiling Project

EXECUTIVE SUMMARY

Staff seeks to enter into an agreement with Crawford, Murphy and Tilly, Inc. (CMT) for construction phase services for the runway 8/26 rehabilitation and reprofiling project in an amount not-to-exceed \$163,600.

In September of 2021, the Village Board approved a design and special service phase agreement with CMT for the runway 8/26 rehabilitation and reprofiling project. This latest phase involves oversight of the actual construction project which is slated to begin August 1, 2022.

This project will eliminate an existing Modification of Standards (MOS) on file with the Federal Aviation Administration (FAA) and allow the airport to focus future grant money on other projects. The MOS exists because the airport runway does not currently meet the FAA minimum width of 75 feet. The project will involve excavating the existing runway down to the aggregate base, replacing that base, increasing the width to 75 feet, and finally repaving and reprofiling the new wider surface to allow for proper stormwater runoff. The length of the existing runway will not increase as a result of this improvement project. Staff anticipates the work will close the airport for up to 68 calendar days and this information has been shared with the airport businesses and tenants.

The Village has a master agreement with CMT for aviation consulting services which allows the Village to enter into agreements for services as-needed. The attached agreement with CMT for construction phase engineering service is in the not-to-exceed amount of \$163,600.

FINANCIAL IMPACT

The Village's 2022 budget includes \$242,600.00 in the Airport Fund for construction phase engineering services. However, the Village's share of the overall project, including the construction portion, will be approximately \$12,000 thanks to funding made available from the Coronavirus Aid, Relief, and Economic Security Act and other federal monies.

ATTACHMENTS

1. Agreement with CMT

RECOMMENDED MOTION

Motion to enter into an agreement with Crawford, Murphy and Tilly, Inc. (CMT) for construction services for the runway 8/26 rehabilitation and reprofiling project in an amount not to exceed \$163,600.



April 8, 2022

Mr. Michael Peranich, CM
Airport Manager
Lake in the Hills Airport
8397 Pyott Road
Lake in the Hills, IL 60156

Re: 20025502.06 *Lake in the Hills Airport*
Lake in the Hills, Illinois
Illinois Project No.: 3CK-4814
SBG Project No.: 3-17-SBGP-144/156/162/171
Rehabilitate and Reprofile Runway 8/26
Agreement for Construction Phase Engineering Services

Dear Mike:

Enclosed are three copies of the agreement for construction phase engineering on the above referenced project for review and execution. Upon execution of the agreement, please retain one (1) copy for your records and return the other two (2) copies to our office.

Should you have questions or require additional information, please contact our office.

Respectfully Submitted,

CRAWFORD, MURPHY & TILLY, INC.

Douglas J. Klonowski, PE
Vice President/Aurora Office Co-Manager

Encls. (CPS Agreement)

c: CMT – Contract File 20025502.06

**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 14th day of April
in the year 2022 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-4814; AIP Project No. 3-17-SBGP-144/156/162/171; 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.H., Detailed Scope of Services):

Rehabilitate and Reprofile Runway 8/26

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 – Not included in agreement

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 – Not included in agreement

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

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 – Not included in agreement

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 execution date of the consultant retainer agreement or the execution date of a consultant agreement for a single project after consultant selection if not included within the retainer agreement, 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 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

Under this agreement the Engineer will provide construction phase services as provided for the project as described herein as - **Rehabilitate and Reprofile Runway 8/26.**

The construction 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. Anticipated August 1, 2022 Start of Contractor Work and Completion Date of November 8, 2022 which includes a 30 calendar-day shutdown period awaiting cure time of bituminous surface course prior to marking.
- II. No winter shutdown is anticipated for this project.
- III. Assume 10 hours per day worked by the Contractor.
- IV. Assume Contractor work schedule of 6 days/week for the initial calendar 69 day duration prior to the 30 calendar-day shutdown period. After the shutdown period, assume four additional days to complete remaining marking work.
- V. Engineering effort based on anticipated Contractor working days as follows: 54 working days of full-time inspection at 10 hours per day. An additional assistant inspector/resident engineer will be onsite during paving days (anticipated 10 total days).
- VI. All Engineering effort is expected to be completed by December 31, 2022 (based on Contractor completion date).

The anticipated effort and estimated manhours for each Task is defined within Attachments C, C-1, C-2 and C-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 – Not included in agreement

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 – Not included in agreement

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 \$ N/A
total amount not to exceed \$ N/A 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

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 \$ \$16,900.00
total amount not to exceed \$ \$163,600.00 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 (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.

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:

February 21, 2019
(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 Vice President (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.

April 14, 2022
Date


Sign Name

Douglas J. Klonowski, PE
Print Name

Vice President
Title

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.

14th day of April, AD, 2022

Crawford, Murphy & Tilly, Inc.
Corporation

BY  _____

BY  _____

Daniel L. Pape, PE, Aviation Group Mgr.
Printed Name & Title

Douglas J. Klonowski, PE, Vice President
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.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Lake in the Hills, Illinois, this April 14, 2022.
(city) (date) (year)

ATTEST:

(SEAL)

Village of Lake in the Hills
(Sponsor Name)

36-6009195
(Federal Employee's Identification Number)

BY _____
Shannon DuBeau, Village Clerk
Printed Name & Title

BY _____
Ray Bogdanowski, Village President
Printed Name & Title

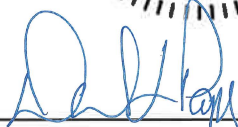
ATTEST:


(SEAL)



CRAWFORD, MURPHY & TILLY, INC.
(Consultant Name)

37-0844662
(Federal Employee's Identification Number)

BY 
Daniel L. Pape, PE, Aviation Group Mgr.
Printed Name & Title

BY , PE
Douglas J. Klonowski, PE, Vice President
Printed Name & Title

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

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	_____	(ATTACHMENT B-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	\$ _____

Estimated Construction Cost: \$_____ (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

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 B)

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

ATTACHMENT C

CONSTRUCTION PHASE SERVICES

ESTIMATE OF COSTS

**Lake in the Hills Airport
Rehabilitate and Reprofile Runway 8/26**

**Attachment C
Construction Phase
ESTIMATE OF COSTS**

<u>CATEGORY</u>		<u>AMOUNT</u>
1 <u>Direct Salary Costs</u>		\$42,264.32
2 <u>Labor and General and Administrative Overhead¹</u>	54.69%	\$23,114.36
3 <u>Direct Nonsalary Expenses</u>	112.14%	\$47,395.21
Lodging ^{2,3}		\$ -
Meals/Per Diem ^{2,3}		\$ -
Transportation ²		\$ 3,170.00
Materials & Supplies		\$ -
Printing		\$ 572.00
CADD time ⁴		\$ -
Other Costs (Excluding outside Services)		\$ 180.00
4 <u>Fixed Payment⁵</u>		\$16,900.00
5 <u>Outside Services/Subconsultants</u>		\$30,000.00
(Material Testing) Est.	\$30,000.00	
	Cost Plus Fixed Payment	
	Total Amount Not to Exceed	\$163,595.89
Or	Use =	\$163,600.00

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 C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

<u>CLASSIFICATION</u>	<u>TIME REQUIRED (HOURS)</u>	<u>HOURLY WAGE</u>	<u>SALARY EXPENSE</u>
PRINCIPAL	0	\$78.00	\$0.00
PROJECT ENGINEER II	72	\$72.91	\$5,249.52
PROJECT ARCHITECT II	0	\$60.81	\$0.00
PROJECT MANAGER II	0	\$69.46	\$0.00
PROJECT ENVIRONMENTAL SCIENTIST II	0	\$69.25	\$0.00
PROJECT STRUCTURAL ENGINEER II	0	\$78.91	\$0.00
PROJECT ENGINEER I	0	\$57.69	\$0.00
PROJECT MANAGER I	0	\$56.76	\$0.00
PROJECT ENVIRONMENTAL SCIENTIST I	0	\$56.71	\$0.00
PROJECT STRUCTURAL ENGINEER I	0	\$59.02	\$0.00
SENIOR ENGINEER I	584	\$42.66	\$24,913.44
SENIOR ARCHITECT I	0	\$49.79	\$0.00
TECHNICAL MANAGER II	0	\$50.99	\$0.00
SENIOR PLANNER I	0	\$41.64	\$0.00
GIS SPECIALIST	0	\$41.39	\$0.00
ENVIRONMENTAL SCIENTIST III	0	\$44.90	\$0.00
SENIOR STRUCTURAL ENGINEER II	0	\$56.74	\$0.00
SENIOR STRUCTURAL ENGINEER I	0	\$44.77	\$0.00
ENGINEER I	248	\$32.69	\$8,107.12
ARCHITECT I	0	\$30.52	\$0.00
ENVIRONMENTAL SCIENTIST II	0	\$37.94	\$0.00
STRUCTURAL ENGINEER I	0	\$32.63	\$0.00
PLANNER I	0	\$32.80	\$0.00
ENVIRONMENTAL SCIENTIST I	0	\$29.69	\$0.00
TECHNICAL MANAGER I	0	\$30.38	\$0.00
LAND SURVEYOR	50	\$43.10	\$2,155.00
SENIOR TECHNICIAN II	36	\$51.09	\$1,839.24
SENIOR TECHNICIAN I	0	\$40.40	\$0.00
TECHNICIAN II	0	\$35.18	\$0.00
TECHNICIAN I	0	\$28.87	\$0.00
PROJECT ADMINISTRATIVE ASSISTANT	0	\$27.53	\$0.00
ADMINISTRATIVE/ACCOUNTING ASSISTANT	0	\$20.77	\$0.00

AVERAGE

TOTAL	990	\$42.69	\$42,264.32
--------------	------------	----------------	--------------------

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

Lake in the Hills Airport
Rehabilitate and Reprofile Runway 8/26
Attachment C-2
Construction 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	4500 miles@	\$ 0.560	\$ 2,520.00	
Vehicle Days	10 days@	\$ 65.00	\$ 650.00	
Other Subsistence & Tolls			\$ -	
Sub-Total				\$ 3,170.00

6 PRINTING

Full Size Prints (41 sheets - 5 sets)	205 sheets@	\$ 2.40	\$ 492.00	
Photo-copies	400 sheets@	\$ 0.20	\$ 80.00	
Sub-Total				\$ 572.00

7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES)

Photos/Developing		\$	-	
Direct Project Shipping Expense		\$	180.00	
Unassigned Misc Project Direct Expense		\$	-	
Sub-Total				\$ 180.00

\$ 3,922.00

Lake in the Hills Airport
Rehabilitate and Reprofile Runway 8/26

Attachment C-3 Construction Phase Engineering
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 I	Senior Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
Construction Phase														
6000	Office Engineering (per C.1)	92	\$58.86	\$5,414.88	12.81%	0	52	0	28	10	0	2	0	0
	6001 Project Management (1-1/2 hr/week)	16	\$72.91	\$1,166.56	2.76%	0	16	0	0	0	0	0	0	0
	6002 Airport and IDA Coordination (1 hour/week)	16	\$61.57	\$985.06	2.33%	0	10	0	6	0	0	0	0	0
	6003 Periodic Site Reviews (1 visit every 3 weeks - 6 hrs per visit)	18	\$72.91	\$1,312.38	3.11%	0	18	0	0	0	0	0	0	0
	6004 Subconsultant Coordination and Management	16	\$57.79	\$924.56	2.19%	0	8	0	8	0	0	0	0	0
	6005 Shop Drawing/Materials/Mix Design Review and IDA Coordination (approx. 1 1/2 hours/item - 10 items plus support staff time) (per C.1.a)	16	\$37.68	\$602.80	1.43%	0	0	0	8	8	0	0	0	0
	6006 Contractor schedule review and IDA coordination	2	\$42.66	\$85.32	0.20%	0	0	0	2	0	0	0	0	0
	6007 Respond to Request for Information and Supplemental Sketches (per C.1.b)	4	\$41.89	\$167.56	0.40%	0	0	0	0	2	0	2	0	0
	6008 Correspondence with contractor, IDA and/or FAA	4	\$42.66	\$170.64	0.40%	0	0	0	4	0	0	0	0	0
	6009 Coordination of NOTAMs etc. with Airport Operations	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6010 Technical Assistance during grant close-out	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6020	PreConstruction Preparation & Miscellaneous Advance Work	30	\$52.77	\$1,582.98	3.75%	0	12	0	12	6	0	0	0	0
6030	Permitting/Agency/Code Related Coordination	8	\$37.68	\$301.40	0.71%	0	0	0	4	4	0	0	0	0
6040	Surveying/Layout/Project Control	50	\$43.10	\$2,155.00	5.10%	0	0	0	0	0	50	0	0	0
6050	Resident Project Engineer and Assistants (per C.2)	724	\$40.36	\$29,221.42	69.14%	0	0	0	498	194	0	32	0	0
	6051 Full Time Daily Construction Observation (R.E. Est. 10 hrs. daily for 54 Working/Calendar days; Plus 1 Constr. Observers during paving; Parttime inspector for Measurement and Qty Checks - one day/2 weeks)	692	\$40.49	\$28,015.82	66.29%	0	0	0	482	178	0	32	0	0
	6052 Perform Wage Rate Interviews & Follow-up Info. Gather	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6053 Monitor & Update Grant Financial Status (APMS) or Other Project Cost Allocations	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6054 Monitor DBE Participation	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6055 Materials Review/Certification and Coordination (per C.1.d)	32	\$37.68	\$1,205.60	2.85%	0	0	0	16	16	0	0	0	0
6060	Quality Assurance Engineer Effort - (Pre-pave meetings, test batch/strip) (401 Paving - 10 full time days paving)	16	\$38.92	\$622.74	1.47%	0	0	0	10	6	0	0	0	0
6070	Utility Coordination, Relocation, Protection and Effort	20	\$44.72	\$894.44	2.12%	0	4	0	8	8	0	0	0	0
6080	Final Inspection and Follow-up Action (per C.2.d)	12	\$49.42	\$593.04	1.40%	0	4	0	4	4	0	0	0	0
6090	Punchlist Completion/Project Closeout	16	\$37.68	\$602.80	1.43%	0	0	0	8	8	0	0	0	0
6100	Development of Record Drawings (per C.1.c)	8	\$42.28	\$338.20	0.80%	0	0	0	4	2	0	2	0	0
6110	Construction Documentation Close Out/Audit Rev.	14	\$38.39	\$537.42	1.27%	0	0	0	8	6	0	0	0	0
Totals		990	\$42.69	\$42,264.32	100.00%	0	72	0	584	248	50	36	0	0

ATTACHMENT D

PLANNING AND SPECIAL SERVICES

Category Amount (\$)

- | | | |
|--|-------|------------------|
| 1. <u>Direct Salary Costs</u> | _____ | (ATTACHMENT D-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 D-1

PLANNING AND SPECIAL SERVICES

Classification*	ESTIMATE OF SALARY EXPENSES		Cost (\$)
	Hours	\$Rate/Hour	
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 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

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 (see attached proposal)

TESTING SCHEDULE

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.



September 01, 2021
Revised September 01, 2021

Crawford, Murphy & Tilly, Inc.
550 N. Commons Drive, Suite 116
Aurora, IL 60504

Attn: Mr. Doug Klonowski, P.E.
Vice President/Aurora Office Co-Manager

Proposal 21611-R1

Re: Construction Phase Quality Assurance Materials Testing Services
Lake in the Hills Airport
Lake in the Hills, Illinois
IL Project: 3CK-4814
SBG Project No. 3-17-SBGP-144/156/162
Reconstruct, Rehabilitate and Reprofile Runway 8/26
CMT RFP #: 20025502.06

Geo Services, Inc., (GSI) a certified, Union (Local 150), MBE/DBE Geotechnical/Environmental/Materials Testing/Drilling firm, is pleased to submit this proposal for quality assurance material testing services in accordance with the Illinois Standard Specifications for Construction of Airports, Adopted September 25, 2020, contract plans and specifications including applicable FAA Advisory Circulars. for the Reconstruct, Rehabilitate and Reprofile Runway 8/26 at Lake in the Hills Airport, Lake in the Hills, Illinois. Our Services will include the following:

1. Earthwork (AR152440)
2. Aggregate Base Course (AR209608)
3. Concrete Field Testing (P-610)
4. Asphalt Density Testing (AR401/AR403)
5. Asphalt/Concrete/Aggregate Laboratory Testing
6. Documentation (Reports)

Construction is anticipated to start in May 2022 with an anticipated completion in August 2022.

Scope of Work

Based on information outlined in RFP and provided contract plans and specification, we propose to provide Quality Assurance Material (QA) field and laboratory testing Services on a Time and Materials basis according to the attached Unit Rates of Consultant Services.

- 4 - half days of Concrete Testing (4 hrs.) per day (P-610 for Electrical duct)
- 4- full days for Earthwork (proof roll, compaction) for AR152
- 8 - half days for Aggregate compaction Testing (AR208/AR209)

- 2 - half days for Bituminous Test Section Density Testing (1 for Surface + 1 for Base) (AR401/AR403)
- 4 - full days for Bituminous Surface Nuclear Density Testing (AR401)
- 7 - full days for Bituminous Base Nuclear Density Testing (AR403)
- Perform ASTM D 1557 Modified Proctor: Estimated a total of 3
- Perform joint density testing: Estimated a total of 8 joint cores
- Perform Mat bulk specific gravity testing: Estimated a total of 8 cores
- Perform air voids and VMA testing: Estimated a total of 16 cores
- Perform bituminous split sample testing which includes AC content by extraction, maximum specific gravity, and air voids: Estimated a total of 4 split samples

Notes:

- 1) Assume all cores and split samples either delivered/shipped to the GSI laboratory by the Resident Engineer's representative or the Contractor.
- 2) Assume contractor will cut the core samples in accordance with AASHTO R67
- 3) Assume core samples obtained from the same subplot/lot of split samples or mix design data will be used for Air voids & VMA calculation on core samples or provide the average theoretical maximum specific gravity for the lot.

GSI requires that field inspection requests be placed not later than 3:00 PM the day before the planned field activities by calling our materials Project Manager. GSI personnel will report to the job site a minimum of 15-minutes prior to scheduled start of work. For scheduling of technicians, our Construction Materials Manager, Arun Tailor should be contacted at the phone numbers,

Office: (847) 253-3845 x207 or Cell: (847) 208-4826

Geo Services Inc. laboratory maintains certification by AMRL, AASHTO and IDOT BOM Policy Memo 6-08. GSI Laboratory is accredited in accordance to ASTM C1077 meets the requirements of ASTM C1077; Establishing and Implementing a Quality System for Construction Materials Testing Laboratories and AASHTO R18; Standard Practice for Laboratory Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation. Our laboratory accreditation is current and listed on the accrediting authority's website. AASHTO and is capable/accredited of performing the lab tests outlined in your RFP for construction testing services.

All contract correspondence should be directed to our corporate office at 805 Amherst Court Suite 204, Naperville, Illinois 60565, attention Julian Rueda, President, and phone (630) 305-9186. All fieldwork and laboratory testing will be performed out of our Arlington Heights office.

Based on our understanding of the scope of work, we propose a project budget of **\$28,758.00** for this work. All work will be performed in accordance with the attached General Conditions. Labor rates provided in this proposal are based on current union collective bargaining agreement and applicable Prevailing Wage rates. Overtime (1.5 X normal rate) will be charged for work over 8 hour per day, 40 hours per week or weekend works. Charges for travel time will be charged portal to portal with a minimum charge per visit of 4-hours (including roundtrip travel). Any additional work will be performed at the unit charges or hourly rates indicated on the cost estimate of services.

Geo Services, Inc. appreciates the opportunity of being of service to you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,

GEO SERVICES, INC.



Arun Tailor
Construction Materials Manager

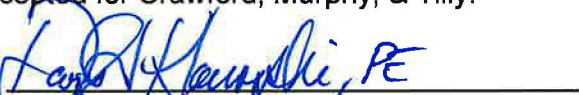


Andrew J. Ptak, P.E.
Principal

enc.

Accepted for Crawford, Murphy, & Tilly:

By



Date

April 1, 2022

GEO SERVICES, INC

BUDGET ESTIMATE

Testing and Inspection Services

Reconstruct, Rehabilitate and Reprofile Runway 8/26

Lake in the Hills Airport

Lake in the Hills, Illinois

GSI Proposal No.: 21611-R1

ITEM 1: Construction Material TESTING

Manpower Estimate:

Based on QUANTITY SUMMARY We have estimated 15- full work days and 14 -1/2 day work days

- 4 - 1/2 days of Concrete Testing (4 hrs) per day (P-610 for Electrical duct)
- 4- full days Earthwork (proof roll, compaction) for AR152
- 8 - 1/2 days for Aggregate compaction Testing (AR208/AR209)
- 2 - 1/2 days for Bituminious Test Sction 1 for Srface + 1 for Base (AR401/AR403)
- 4 - full days for Bituminious Surface Nuclear Density Testing (AR401)
- 7 - full days for Bituminious Base Nuclear Density Testing (AR403)

* Assume Bituminious Split sample pick up on same trip during density test or deliver by Enginner's representative

four (04) 2.5 hr site visit for Cylinder Pick up + two (02) 2.5 hr site visit for Proctor sample pick up and deliver to GSI Lab

Engineering Technician:

Estimated Total Hours:	15 days @	8.0 hrs/day	120 Hours	
	14 days @	4.0 hrs/day	56 Hours	(1/2 day Visit)
	6 days @	2.5 hrs/day	15 Hours	(Cylinder + proctor sample Pick up)
	0 days @	3.0 hrs/day	0 Hours	(Split sample+Core Pick Up)
			191 Hours	

<u>Item</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Senior Engineering Technician	191.0 Hours	\$ 100.00	\$ 19,100.00
Senior Engineering Technician - Overtime / Saturday	0.0 Hours	\$ 150.00	\$ -
Senior Engineering Technician - Overtime / Sunday	0.0 Hours	\$ 200.00	\$ -
Trip Charge (incl. mileage, truck charges)	35.0 Each	\$ 65.00	\$ 2,275.00
Nuclear Density Gauge	25.0 Day	\$ 45.00	\$ 1,125.00
Concrete Cylinder Compressive Strength	16.0 Each	\$ 20.00	\$ 320.00
Washed Sieve Analysis of Fine and Coarse Aggregates, ASTM C-136	0.0 Each	\$ 99.75	\$ -
Proctor Density Test ASTM D-1557 or D-698	3.0 Each	\$ 199.50	\$ 598.50
HMA Bulk Sp. Gravity of Joint Core Sample 2 lot (8 subplot for surface)	8.0 Each	\$ 40.00	\$ 320.00
HMA Bulk Sp. Gravity of MAT Core Sample 2 lot (8 subplot for surface)	8.0 Each	\$ 40.00	\$ 320.00
HMA Air Voids & VMA testing of core sample	16.0 Each	\$ 20.00	\$ 320.00
Bituminous sample testing (Gmb,Gmm,%AC & Gradation) 2 for base + 2 Surface	4.0 Each	\$ 695.00	\$ 2,780.00
Administrative Assistant	6.0 Hours	\$ 60.00	\$ 360.00
Project Engineer	8.0 Hours	\$ 110.00	\$ 880.00
Principal Engineer	2.00 Hours	\$ 180.00	\$ 360.00

Testing Estimated Total: \$ 28,758.50

TOTAL ESTIMATED COST: \$ 28,758.50

USE: \$ 30,000.00

1. All field testing will be billed portal to portal to and from our Arlington Heights office with a minimum charge of 4 hours.
2. We request that all testing services be scheduled 24 hours in advance. Same day scheduling requests may be subject to twenty percent surcharge.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, Saturdays and 2.0x Sundays and Holidays.
4. Services and fees not listed will be quoted upon request. The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1-1/2% per month of delinquency.
5. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.
6. Labor will be charged at their rates at the time of rendering our services. Any additional work will be performed at the appropriate unit charges or hourly rates indicated on the cost estimate of services.

2021 FEE SCHEDULE FOR CONSTRUCTION MATERIAL INSPECTION

ENGINEERING AND FIELD SERVICES

Services of Principal Engineer	\$180.00/hr.
Services of Senior Geotechnical Engineer.....	\$170.00/hr.
Services of Project Manager	\$150.00/hr.
Services of Engineering Geologist/Materials Coordinator	\$115.00/hr.
Services of Project Engineer	\$110.00/hr.
Services of Field Geologist/Staff Engineer/Field Engineer	\$105.00/hr.
Services of Secretary/Administrative Assistant.....	\$60.00/hr.
Services of Material Tester II.....	\$100.00/hr.

NOTES:

- 1 - All field services are portal-to-portal from our facility and a four (4) hour minimum charge applies.
- 2 - Overtime: Hourly rate times (x) 1.5 for hours in excess of 8 hours/day, and work performed on Saturdays or before 7:00 AM and after 5:00 PM. Sundays or holidays hourly rates are (x) 2.0.
- 3 - Rates will 3% increases on July 1st each year.

ADDITIONAL ITEMS

Vehicle (less than 100 miles roundtrip, not included travel time).....	\$65.00/day.
Nuclear Gauge.....	\$45.00/day.

LABORATORY TESTING

Concrete Compressive Test (less than 10,000 psi).....	\$20.00/ea.
Compressive Strength of Mortar Cubes (3" dia. Grout Cylinders).....	\$15.00/ea.
Unit Weight of Concrete Cylinders	\$20.00/ea.
Sulfur Capping (both ends)	\$25.00/ea.
Unconfined Compression 4" dia. Concrete Core (excludes preparation).....	\$60.00/ea.
Prism Compression of Mortared Concrete Masonry Units (set of 3).....	\$275.00/ea.
Unconfined Compression Tests (Includes Load Curve & Unit Wt).....	\$52.50/ea.
Flexural Strength of Concrete Beams.....	\$60.00/ea.
Atterberg Limits Determination (LL,PL,PI) ASTM D-423/D-424, AASHTO T 89-90 & T 90-87(single point).....	\$65.00/ea.
Atterberg Limit (multi-point)	\$126.00/ea.
Specific Gravity Determination, ASTM D-854, AASHTO T 100-90	\$63.00/ea.
Washed Sieve Analysis, ASTM C-136 & C-117, AASHTO T 146-88.....	\$99.75/ea.
Combined Analysis (hydrometer and sieve) ASTM D-422/D-1140, AASHTO T 88-90.....	\$115.50/ea.
Dry Unit Weight Determination.....	\$5.25/ea.
Moisture Content Tests	\$6.25/ea.
Visual Classification.....	\$5.00/ea.
Torvane.....	\$6.25/ea.
Thickness & Density of Fire proofing Materials.....	\$42.00/ea.
Unconfined IDOT Modified RIMAC Test	\$10.50/ea.
Hand Penetrometer Tests	\$3.75/ea.
Organic Content (Wet Combustion) AASHTO T 194-87	\$120.75/ea.
Organic Content (Loss on Ignition)	\$63.00/ea.
pH Determination, ASTM D 2976 & D 4972.....	\$21.00/ea.
Proctor Density Test ASTM D-1557 or D-698.....	\$199.50/ea.
Oversized Correction (to proctor test)	\$66.25/ea.
Illinois Bearing Ratio (IBR) with Proctor D-698, AASHTO T 193-81 as IDOT Modified.....	\$472.75/ea.
Washed Coarse Aggregate Gradation (over 1" dia.)	\$210.00/ea.
Washed Coarse Aggregate Gradation (under 1" dia.)	\$99.75/ea.
Washed Coarse Aggregate Gradation (120 Lbs PGE).....	\$420.25/ea.
Washed Fine Aggregate Gradation.....	\$63.00/ea.
Bituminous Reflux Extraction with Gradation.....	\$244.75/ea.
Bituminous Extraction by Ignition Oven with Gradation.....	\$244.75/ea.
Bituminous Ignition Oven Mixture Calibration	\$683.00/ea.
Bituminous Bulk Sp Gravity by Gyratory ("d") Gmb (Avg. of 2)	\$330.00/ea.
Bituminous Bulk Sp Gravity by Gyratory ("d") Gmb (Avg. of 3)	\$495.00/ea.
Bituminous marshall Stability and Flow	\$125.00/ea.
Bituminous Bulk Sp Gravity of Field Core Sample (per layer) "d".....	\$40.00/ea.
Bituminous Theoretical Maximum Specific Gravity ("D") Gmm (Avg of 2).....	\$175.00/ea.
Asphalt Core Cuts(Split layers saw cutting).....	\$40.00/ea.

GENERAL CONDITIONS

SECTION 1: SCOPE OF WORK: Geo Services, Inc. (GSI) shall perform the services defined in the Agreement and shall invoice the client for those services according to the rates and unit charges indicated in the Agreement. Any cost estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. GSI will provide these additional services at the agreed upon rates and unit charges.

Rates for work beyond the scope of this Agreement and not covered in the Agreement can be provided. GSI can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by GSI pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish GSI with right-of-access to the site in order to perform the work. While GSI will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish GSI with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. GSI reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. GSI reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to GSI prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, GSI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold GSI harmless and indemnify GSI for any claims, payments or other liability, including costs and attorney fees, incurred by GSI for any damages to subterranean structures or utilities which are not called to GSI's attention and correctly shown on the plans furnished to GSI.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the client, or their representative to advise GSI of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GSI may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by GSI employees, agents or subcontractors.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS: GSI does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: GSI will furnish three copies of the report to the client. The client will be billed for any additional copies requested. GSI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GSI relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by GSI.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GSI as instruments of service, shall remain the property of GSI unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: GSI shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". GSI shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of GSI against claims or liabilities

arising from performance of services under this agreement. GSI's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by GSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by GSI and that the data, interpretations and recommendations of GSI are based solely upon the data available to GSI. GSI will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: GSI has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. GSI personnel will adhere to these procedures, as site conditions require. GSI is not responsible or liable for injuries or damage incurred by third parties who are not employees of GSI.

It is understood that GSI will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by GSI to subpoenas issued by any party other than GSI in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

~~**SECTION 13: LIMITATION OF LIABILITY.** The client agrees to limit GSI's liability to the owner, all construction contractors and subcontractors on the project and any third party arising from GSI's professional acts, errors or omissions, or omissions or breach of Agreement or other cause of action, such that the total aggregate liability of GSI to all those named shall not exceed \$10,000 or GSI's total fee for the services rendered on this project, whichever is greater, and client hereby releases GSI from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of GSI's liability for damages suffered by the contractor or the subcontractor arising from GSI's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of GSI's professional acts, errors or omissions.~~

DIC JTC

SECTION 14: INSURANCE: GSI carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. ~~Within the limits and conditions of such insurance,~~ GSI agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of GSI, its employees, agents, subcontractors and their employees and agents. ~~GSI shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.~~ GSI shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of GSI.

DIC JTC

SECTION 15: INDEMNITY: The client acknowledges that GSI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against GSI and agrees to indemnify and save GSI, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to GSI's performance of services hereunder. Client and GSI agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: SAMPLES: GSI will retain all soil and rock samples that are transported to GSI laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

SECTION 17: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 18: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GSI shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GSI required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

~~**SECTION 19: PRECEDENCE.** These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding GSI's services.~~

DIC JTC

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 2020
AND PROVISIONAL 2020/2021**

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS
<u>PAYROLL BURDEN AND FRINGE BENEFITS</u>		
6151	FICA Tax	12.10%
6102, 6103, 6170	Paid Time Off (Vacation, Holidays and Sick Leave)	16.34%
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	8.64%
6159, 6160	Employee Retirement Plan Contributions	17.61%
		<u>54.69%</u>
<u>GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE</u>		
6104-6119	Indirect Salaries - Not Allocable to Projects	66.71%
6222, 6264	Miscellaneous Taxes	1.10%
6231	Professional Fees	4.48%
6251	Rent	10.31%
6252	Utilities	0.71%
6271	Telephone & Data	2.37%
6253-6254	Maintenance, Repairs & Supplies	1.62%
6261-6265	Office Supplies, Shipping & Reproduction	0.69%
6281, 6284	Seminars, Registration & Education	1.79%
6291,92,95,6321-23	Travel & Vehicle Expense	1.37%
6331, 6332	Business Insurance	2.75%
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.51%
6366, 6367, 6368	Computer Expense & Supplies	12.27%
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	0.28%
6401+COFC	Depreciation & Cost of Facilities Capital (0.23%)	4.18%
		<u>112.14%</u>
	TOTAL OVERHEAD	<u>166.83%</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 _____

DBE Subconsultant

Name _____

Address _____

Telephone _____

Subject

Airport _____

Illinois Project No. _____

Federal Project No. _____

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

Print Name

Title

Title

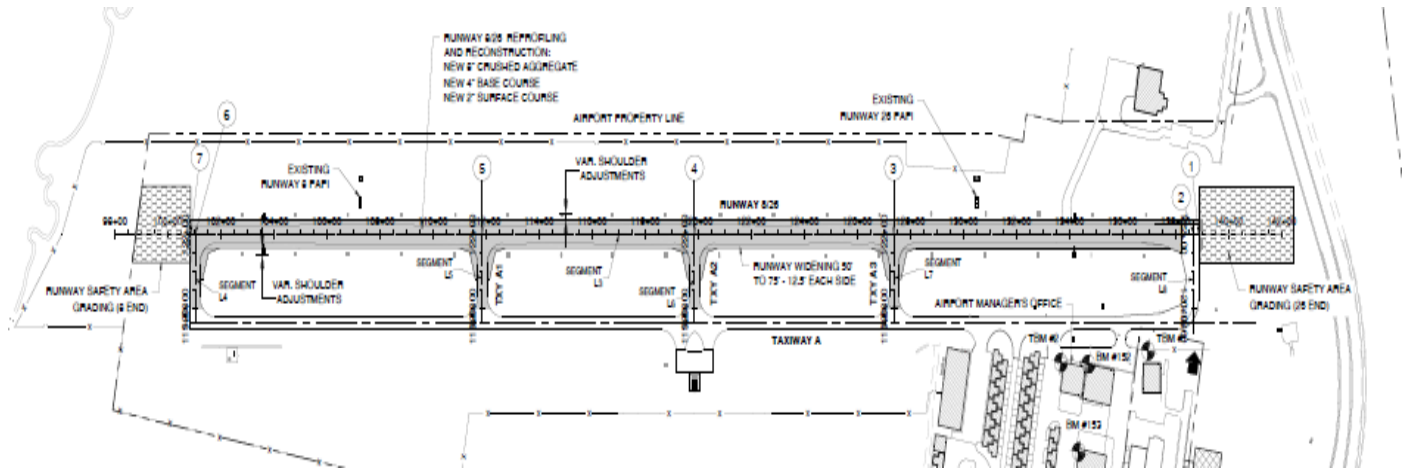
Signature

Signature

Date

Date

ATTACHMENT P
PROJECT SKETCH



ATTACHMENT Q

PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2021 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	* <i>Sealable</i> Plans and Specifications to IDA for Comments	Approved and <i>Sealed</i> Final Plans and Specifications to IDA			
15-Nov-2019	10-Jan-2020	20-Mar-2020	17-Apr-2020	12-Jun-2020	11-Sep-2020	09-Oct-2020
03-Jan-2020	28-Feb-2020	08-May-2020	05-Jun-2020	31-Jul-2020	30-Oct-2020	01-May-2021
21-Feb-2020	17-Apr-2020	26-Jun-2020	24-Jul-2020	18-Sep-2020	18-Dec-2020	01-May-2021
10-Apr-2020	05-Jun-2020	14-Aug-2020	11-Sep-2020	06-Nov-2020	05-Feb-2021	01-May-2021
12-Jun-2020	07-Aug-2020	16-Oct-2020	13-Nov-2020	15-Jan-2021	16-Apr-2021	14-May-2021
07-Aug-2020	02-Oct-2020	11-Dec-2020	08-Jan-2021	05-Mar-2021	04-Jun-2021	02-Jul-2021
25-Sep-2020	20-Nov-2020	29-Jan-2021	26-Feb-2021	23-Apr-2021	23-Jul-2021	20-Aug-2021
13-Nov-2020	08-Jan-2021	19-Mar-2021	16-Apr-2021	11-Jun-2021	10-Sep-2021	08-Oct-2021
01-Jan-2021	26-Feb-2021	07-May-2021	04-Jun-2021	30-Jul-2021	29-Oct-2021	01-May-2022
19-Feb-2021	16-Apr-2021	25-Jun-2021	23-Jul-2021	17-Sep-2021	17-Dec-2021	01-May-2022

ATTACHMENT R

OP&P PROGRAM LETTER



Illinois Department of Transportation

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

August 9, 2020

Mr. Michael Peranich
Lake In The Hills Airport
600 Harvest Gate
Lake in the Hills, IL 60156

Mr. 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 project detailed herein was selected for your airport based on project requests submitted to the Department during the Transportation Improvement Program (TIP) meetings. This IDOT FY- 2021 Airport Improvement 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 participation. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects which are not eligible for state funds will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is dependent upon receipt of Federal funds and legislative authorization of state appropriations. In addition, proposed development and land acquisition must be shown on an approved ALP, have cleared environmental processing, and the land already acquired or have a signed purchase agreement. For projects seeking Federal Discretionary Funds projects, these requirements must be completed, and evidence of completion provided to Aeronautics by October 1, 2020, before a project can be considered for funding.

The Department and the Airport Sponsor hereby specifically agree that they shall pay the above defined percentages of all project costs. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds and the Federal funds, as are herein committed for this Project. **In the event your project exceeds these budget totals, the Sponsor may elect to pay any additional project costs which exceed the total sum of state and federal funds as planned and programmed to complete the project. If additional funds are deemed necessary post award, an amendment to the Agency Agreement with the Department must be developed and approved by the Department and the FAA before any additional funding may be allocated.**

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.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities. The Department has programmed the following project to be included in the IDOT FY 2021 Proposed Airport Improvement Program for your airport:

The project "Rehabilitate Runway 8/26 - Phase 2 Rehabilitation and Re-Profile - Reconstruct, Rehabilitate and Reprofile Runway 8/26 (75' x 3,800') to meet Design Standards - Phase 2 Rehabilitation and Overlay" will be funded as follows:

Federal Non-Primary Discretionary Funds	\$1,730,490
Federal Non-Primary Entitlement Funds	\$519,510
State Match	\$125,000
Local Match	\$125,000
<hr/> Total Project Cost	<hr/> \$2,500,000

*** If this project is seeking AIP Federal Discretionary Funds from the Federal Aviation Administration (FAA) until such time the funds are received by the Department this project is not guaranteed.**

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. 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 of professional services for state and federal funding participation, you are required to satisfy the qualifications based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the 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 provided all state and federal requirements have been met. 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.

Please contact Mr. Alan Mlacnik, P.E. – Bureau Chief of Airport Engineering at 217.785.4884 to initiate this project. **Please initiate this project within 12 months of the date of this letter or this project will no longer be considered programmed. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.**

APMS Budget Amounts

As of 2 Feb 2021

Project: 4814 - Runway - Rehabilitate and Reprofile Runway 8-26

Description: Program budget

<u>Federal</u>			<u>State of Illinois</u>			<u>Local sponsor</u>		
General	0.00		Bond	0.00		General	0.00	
144-18N	112,440.00	4.41%	G.R.F.	6,248.00	0.25%	iger Facility Charges	6,248.00	0.25%
159-19N/162-20N	316,666.00	12.43%		8,333.00	0.33%		8,333.00	0.33%
2021 NPE	150,000.00	5.89%		8,333.00	0.33%		8,333.00	0.33%
2021 Disc	1,730,490.00	67.92%		96,138.00	3.77%		96,138.00	3.77%
Total:	2,309,596.00	90.65%	Total:	119,052.00	4.67%	Total:	119,052.00	4.67%

Budget total: 2,547,700.00

Agency agreement execution date:

Primary airport grant execution date:

Letter of Credit amount: 2,309,596.00

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

October 25, 2021

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, 2020. Your firm's total annual transportation fee capacity will be \$96,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 166.83% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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, 2021. 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 I

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

N/A – Construction Phase Services

ATTACHMENT U

RETAINER AGREEMENT

AGREEMENT FOR ENGINEERING 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 "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.
- 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; 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.
- Replace automated weather observation system with AWOS-III.
- 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.
- Review of documents related to building a solar farm on airport property provided by developers.
-

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: