



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JULY 11, 2023
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Informational Item concerning Presentation from Rinconcito de Veracruz, Inc. (Liquor License & Video Gaming)
 2. Informational Item concerning Police Facility Updates
 - B. Police
 1. McHenry County Narcotics Task Force Intergovernmental Agreement
 - C. Community Development
 1. Ordinance Granting a Temporary Exemption from the Requirement to have a Garage on the Property at 65 Hilltop Drive
 - D. Public Works
 1. Phase 1 Engineering Task Orders with Chastain & Associates LLC for Engineering Services related to STP Funded
 2. Ordinance approving a Plat of Easement for 141 and 143 Hilltop Drive
5. Board of Trustees
6. Village President
7. 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) 960-7400 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: July 11, 2023

DEPARTMENT: Administration

SUBJECT: Presentation from Rinconcito de Veracruz, Inc. (Liquor License & Video Gaming)

EXECUTIVE SUMMARY

Attached please find information regarding a proposed authentic Mexican Restaurant at 2122 W. Algonquin Road. The owner, Luis Landa Mendez, is in the process of securing a Class A Liquor License for the establishment and is also interested in offering video gaming. Mr. Mendez would like to have three video gaming machines on the premises, which is consistent with the prior Taco's El Norte business at the same location. Prior to submitting an application for video gaming, Mr. Mendez is seeking input from the Board. If it is determined to be feasible to move forward, the Board would need to approve his application at a future meeting.

A representative from Rinconcito de Veracruz, Inc. will be in attendance at the July 11, 2023 Committee of the Whole meeting.

FINANCIAL IMPACT

In addition to the license fees of \$500 per machine, the Village would also receive the required payment of \$500 for the terminal operator.

ATTACHMENTS

1. Business plan, sample menu and floor plan

SUGGESTED DIRECTION

Staff is seeking the Board's direction and feedback on the proposed video gaming machines at this location.

BUSINESS PLAN

Rinconcito De Veracruz, Inc

CONTACT

Luis Landa Mendez
815-382-5972

2122 W. Algonquin Rd
Lake in the Hills, IL 60156

EXECUTIVE SUMMARY

Currently, there is only 1 other Mexican style restaurant in Lake in the Hills. Given the large population of residents who identify as Hispanic, there are not many choices for authentic Mexican food. The region of Veracruz is rich in history and unique in its flavors and recipes. We want to share this flavor with Lake in the Hills. We will be using our expertise in building and running other successful businesses to grow and build our restaurant.

COMPANY OVERVIEW

Our restaurant will be called Rinconcito de Veracruz and the corporate name will be Rinconcito de Veracruz, Inc. It will be owned by Luis M. Landa Mendez and Elisea Hernandez Gumesindo who will also be onsite as part of the management team. We have experience starting and growing a successful cleaning business during the pandemic and will bring these same skills to building the restaurant. We plan on employing a staff of 4-6 upon initial opening. The restaurant is approximately 1500 square feet and has a seating capacity of approximately 50 customers. It will include a bar area for seating for 4-6 customers. We will be offering authentic Mexican cuisine as well as traditional restaurant menu items.

TARGET MARKET

Our target market will be the Mexican and American communities in Lake in the Hills as well as any other communities that aren't afraid to try new things. Our menu includes a wide variety of dishes not only for adults but also for kids since we are also offering American favorites in our kid's menu not found in any other Mexican restaurant in lake in the hills or in the surrounding areas. Our goal is to have a delicious meal for everyone in the entire family. We want everyone to choose what they want, not what they can. Demographics show that those who identify as Hispanic or Latino represent almost 16% of the population of Lake in the Hills. There is currently only 1 other Mexican restaurant in the village. There are other Mexican restaurants in surrounding towns, but our goal is to recapture some of the tax revenue that is going to these other towns and return it to Lake in the Hills.

PRODUCT OR SERVICE OFFERINGS

Attached is our full menu which reflects the unique flavor and style of the Veracruz region of Mexico not found in our area. Our guests will also be able to enjoy of our typical Mexican cocktails made with our very own touch, domestic and imported beers. We are also offering standard menu items found in many other restaurants in our area.

MARKETING

We plan on using direct marketing as well as local newspaper ads to advertise our grand opening and subsequent specials.

RINCONCITO DE VERACRUZ

AUTHENTIC MEXICAN CUISINE, HOME-MADE BURGERS AND CHICKEN FINGERS

BREAKFAST- DESAYUNOS

HUEVOS-Two cracked scramble eggs cooked with your choice of ham, chorizo, or franks served with rice and beans \$10.99

HUEVOS RANCHEROS-two cracked eggs served on top of hard-shell tortillas topped with our ranchero salsa, served with rice and beans \$10.99

HUEVOS ALA MEXICANA- Two cracked scramble eggs cooked with onions, jalapeno peppers and diced tomatoes served with rice and beans \$9.99 (spicy)

BREAKFAST BURRITO-two eggs, chorizo, beans, rice, cheese, and sour cream \$8.99

CHILAQUILES CAMPESINOS- corn tortilla chips cooked with your choice of green or red sauce with two fried eggs, fresh cheese and sour cream on top served with rice and beans. \$10.99

CHILAQUILES WITH MEAT- corn tortilla chips cooked with your choice of green or red sauce and your choice of meat (steak, pastor, pollo ,Cecina-marinated steak) \$12.99

CHILAQUILES DIVORCIADOS-green chilaquiles with chicken and red chilaquiles with steak with fresh cheese and sour cream served with fried beans \$13.99

ENCHILADAS CAMPESINAS- 4cheese enchiladas topped with our home-made red sauce served with two fried eggs rice and beans \$11.99

ENCHILADAS DEL SUR- 4 Cheese enchiladas topped with our home-made red sauce served with Cecina(marinated steak) rice and beans \$13.99

APPETIZERS- APERITIVOS

CHEESE FRIES- French fries with liquid cheese on top \$4.50

LOADED FRIES-French fires with liquid cheese, bacon, Pico de Gallo, and sour cream \$5.50

CHEESE QUESADILLAS- \$7.99

QUESADILLA PLATTER- with your choice of steak, pastor, chorizo, ground beef or chicken \$11.99

CHEESE NACHOS- tortilla chips with liquid cheese on top and jalapenos on the side \$7.99

NACHOS SUPREME- tortilla chips with beans, meat, lettuce, shredded cheese, diced tomatoes and sour cream. Your choice of steak, pastor, chorizo, chicken, and ground beef \$12.99

CHIPS AND SALSA- \$5.99 TO GO \$6.50

CHIPS AND GUACAMOLE \$7.99 TO GO \$8.50

CHIPS AND PICO DE GALLO \$5.99 TO GO \$6.50

MOZZARELA STICKS- (6) Served with marinara sauce \$9.99

CHICKEN FINGERS- (5) Served with BBQ or honey mustard sauce \$11.99

ANTOJITOS VERACRUZANOZ- SNACKS

EMPANADAS- 3 home-made fried folded corn tortillas with your choice of chicken or cheese topped with lettuce, sour cream, fresh cheese \$8.99

GORDITAS PICADAS- 3 Home-made gorditas topped with your choice of green or red sauce, fresh cheese, and chopped onions \$9.99 add your choice of meat for \$1 each

ELLIES GORDITAS- 3 Home-made gorditas topped with beans, shredded chicken ,cabbage ,onion, fresh cheese and special green sauce on top \$11.99

TOSTADAS- 2 Open face hard shell tortillas top with mayonnaise, beans, chicken, cabbage, onions, fresh cheese and sour cream \$8.99

GARNACHAS- 4 Home-made open face corn tortillas cooked with our special red sauce, shredded chicken and onions \$9.99

ANTOJITOS COMBO-1 tostada, 1 gordita picada, 1 empanada \$10.99

TACOS

With your choice of meat, cilantro, and onions. Add cheese, sour cream, and guacamole for .35 each!

Steak, pastor, chorizo, chicken, ground beef \$3.10 Barbacoa \$3.50

Tilapia fish or shrimp \$3.50

TORTAS

With choice of meat beans, lettuce, tomato, cheese, mayonnaise and guacamole \$8.99

Steak, pastor, chorizo, chicken, ground beef, ham, frank(salchichas), milanese(breaded steak)

TORTA CUBANA- Milanese,steak, chorizo and eggs, ham, franks, beans, chihuahua cheese, American cheese, mustard, mayonnaise, and guacamole \$13.99

TORTA HAWAINA- pastor, ham, pineapple, mayonnaise, guacamole and chipotle pepper. \$10.99

BURRITOS- with your choice of meat, beans, lettuce, tomato, cheese, and sour cream. Add guacamole for .65. make a dinner for \$2.00 more

Steak, pastor, chorizo, chicken, ground beef \$8.99 barbacoa \$9.99

VEGGIE BURRITO- Grilled peppers, onions, and mushrooms with beans, rice, lettuce, cheese, sour cream and guacamole \$8.99

FAJITA BURRITO- Your choice of steak or chicken with grilled peppers, onions, and tomatoes topped with cheese, sour cream and guacamole \$13.99

BURRITO JAROCHO SUIZO- Steak, pastor, beans, rice, lettuce, tomato, sour cream, fresh cheese, and our delicious home-made ranchero sauce \$13.99

DINNERS

All dinners are served with rice, beans, salad and your choice of corn or flour tortillas.

BISTEC ALA MEXICANA- Grilled strips of steak sauteed with jalapeno peppers, tomatoes, and onions \$16.99

PECHUGA ALA PLANCHA- Grilled chicken breast with a grilled jalapeno and guacamole on the side \$15.99

PECHUGA EMPANIZADA-breaded chicken breast with your choice of rice and beans or French fries \$15.99

BISTEC ALA DIABLA- grilled steak simmered with our special diabla sauce (very spicy) \$16.99

CECINA ALA PLANCHA- Marinated steak served with grilled jalapeno pepper and guacamole on the side \$16.99

BISTEC RANCHERO- Grilled steak simmered in ranchero salsa with melted cheese on top. \$16.99

FAJITAS ALA DIABLA- With your choice of grilled chicken or steak cooked with onions, green peppers, habanero and serrano peppers (very spicy) \$16.99

FAJITAS CHICKEN OR STEAK-Grilled chicken or steak strips cooked with onions and green peppers served on a skillet \$16.99

CARNE ASADA-Grilled steak with a jalapeno pepper and guacamole on the side \$16.99

CARNE ALA TAMPIQUENA- Grilled steak topped with a cheese enchilada \$18.25

ENCHILADAS- 3 enchiladas with your choice of steak, chicken, pastor, or ground beef and green or red sauce \$14.50

BURRITO DINNER-With your choice of steak, chicken, pastor, chorizo or ground beef \$13.25

TACO DINNER- 3 tacos with your choice of steak, chicken, chorizo, pastor, or ground beef topped with cilantro and onions \$11.99

BISTEC CAPORAL-grilled steak with sauteed jalapeno peppers, onions, mushrooms and melted cheese on top \$18.99

MARISCOS – SEAFOOD

FILETE VERACRUZ- grilled filet of tilapia fish topped with shrimp Veracruz style and melted cheese on top \$21.99

FILETE EMPANIZADO- Breaded filet of fish served with French fries and our home made smokey jalapeno mayo \$18.99

MOJARRA FRITA- Fried tilapia fish served with rice, salad and smoky jalapeno sauce on the side \$15.99

TACOS DE PESCADO- 3 fish tacos topped with cabbage, red onion, cucumber, and chipotle mayo on the side \$12.99

CAMARONES ANDREA- shrimp cooked in our Andrea's delicious sauce ,served with rice and salad \$18.99

CAMARONES ALA PLANCHA- grilled shrimp served with rice and salad \$18.99

CAMARONES ALA DIABLA- Shrimp simmered in our special diabla sauce served with rice and salad(very spicy) 18.99

CAMARONES AL MOJO DE AJO- shrimp cooked in our garlic butter sauce served with rice and salad \$18.99

CAMARONES VERACRUZ- Shrimp cooked with jalapeno peppers, onions, and tomatoes with melted cheese on top served with rice and salad \$19.99

COCTEL DE CAMARON- Shrimp cocktail \$14.99

FAJITAS DE CAMARON- grilled shrimp fajitas \$18.99

CALDO DE CAMARON- shrimp soup \$16.99

CALDO DE CAMARON Y PESCADO- Shrimp and fish soup \$19.50

TACOS RINCONCITO- 3 folded crispy tacos filled with shrimp, poblano pepper, onions and cheese \$13.99

BURGERS-HAMBURGUESAS

All burgers are ½ lb. and served with fries and garnish

HAMBURGER \$9.99

CHEESEBURGER \$10.99

CHEESEBURGER WITH BACON \$11.99

COWBOY BURGER- Cheese, bacon, onion ring, smoky jalapeno BBQ sauce \$12.99

HAWAIIAN BURGER- Cheese, ham, pineapple, and teriyaki sauce \$12.99

FIRE BURGER- Mushroom, onion, roasted serrano pepper, chihuahua and fresh cheese \$12.99

RINCONCITO BURGER- chihuahua cheese, bacon, ham, grilled onions, and mayonnaise \$12.99

GUACAMOLE BURGER- Grilled queso fresco, Pico de Gallo, and guacamole \$12.99

GRILLED CHICKEN SANDIWCN- Mayo, lettuce, and tomato. Add cheese for \$1 . \$9.99

GRILLED CHICKEN SANTA FE- Queso fresco, bacon, Pico de Gallo and chipotle mayo \$12.99

KIDS MENU

CHEESE SLIDERS- 2 Sliders with cheese and fries. Add bacon for \$1 \$6.99

CHICKEN FINGERS- 3 chicken fingers with fries \$7.99

CHEESE QUESADILLA – With fries \$6.99

MOZZARELLA STICKS- 3 Sticks with fries \$6.99

HOTDOG – a plain hotdog with fries \$6.99

MAC &CHEESE- with fries \$6.99

SPAGUETTI – noodles with spaghetti sauce and fries on the side \$6.99

FINES DE SEMANA

MENUDO- beef tripe tripe soup served with tortillas ,onion, cilantro, and roasted peppers on the side \$11.99

TAMALES- Green and red sauce tamales and rajas and queso \$2.75 each Or \$25 a dozen.

CHILES RELLENOS VERACRUZ- Jalapeno stuffed pepper with seasoned chicken and fried egg battered \$3.25 each

CHILE RELLENO VERACRUZ DINNER- Served with rice, beans, and corn tortillas \$10.99

SIDE ORDERS

RICE -ARROZ \$2.70

BEANS- FRIJOLES \$2.70

SOUR CREAM-CREMA 2 OZ. \$.50

GUACAMOLE 2OZ \$1.00

NACHO CHEESE \$1.50

ROASTED JALAPENO \$1.00

½ AVOCADO \$2.00

SIDE OF FRIES \$3.50

DRINKS

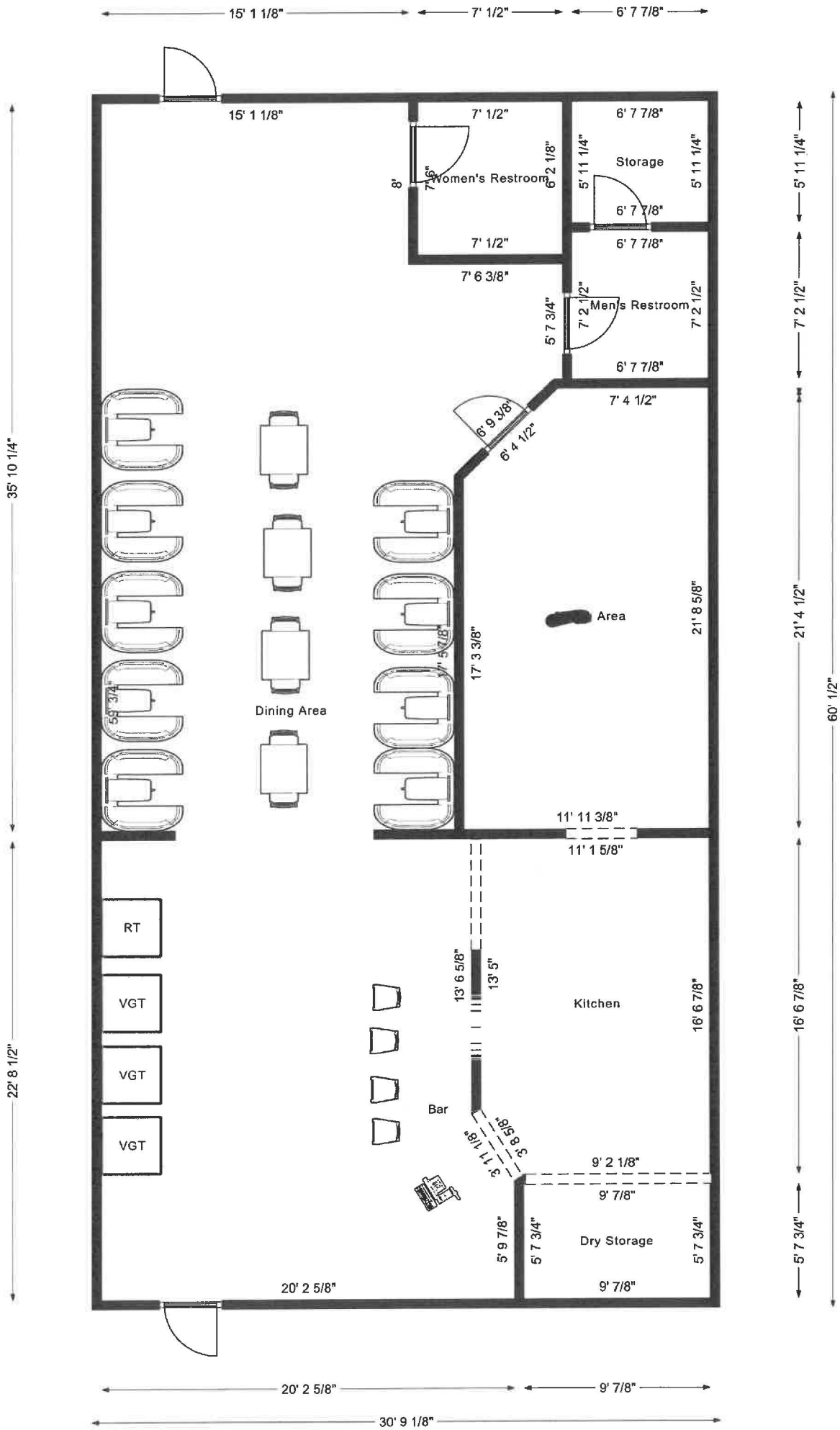
FOUNTAIN SODAS

COKE, DIET COKE, SPRITE, ROOT BEER, LEMONADE, UNSWEETENED TEA regular \$3.00 large \$3.50

JARRITOS \$3.00 BOTTLE COKE \$3.00

HORCHATA – Regular \$3.00 Large \$3.50

JAMAICA- Regular \$3.00 Large \$3.50





INFORMATIONAL MEMORANDUM

MEETING DATE: July 11, 2023

DEPARTMENT: Administration

SUBJECT: Construction Update for New Police Facility

EXECUTIVE SUMMARY

In March of this year, the Village Board accepted the final Schematic Design for the new police facility, while also approving the \$27 million cost estimate provided by Dewberry Architects. Camosy Construction ("Camosy") was then selected to be the Construction Manager at Risk in April. At that time, staff was aggressively targeting a fall groundbreaking on advice from Leopardo Construction (Dewberry's cost estimator) that this would provide the greatest opportunity to save on continuing escalation costs. With a fourteen (14) month construction schedule, project completion was anticipated by December of 2024.

Upon engaging Camosy, they worked extensively with Dewberry to acclimate themselves with the project to produce their own project estimate based on the Schematic Designs. Camosy presented Village staff with two cost scenarios; one that included a Fall 2023 start and the other a Spring 2024 start. Unfortunately, the Fall 2023 start increased the cost of the project by over \$700,000. Much of this was due to the additional costs associated with an extended/interrupted construction schedule and the winter protection for the concrete and masonry. Under the Spring 2024 start scenario, Camosy's total project estimate at Schematic Design is \$24,739,224.

Dewberry has been progressing through the final design process, which remains on target for completion before Fall. This will enable Camosy to begin the bid process early, locking in pricing and getting scheduling commitments from their contractors. Construction would be expected to begin as soon as the weather allows in the Spring of 2024.

Cost estimating will continue through the end of the final design, when Camosy will provide the Village with a guaranteed maximum price ("GMP") proposal. The Village's acceptance of the GMP will require the execution of a GMP amendment through which the construction manager becomes contractually bound to provide labor and materials for the project and to complete construction at or below the GMP, with the exception of approved change orders.

FINANCIAL IMPACT

The total project cost is currently estimated to be \$24,739,224 under a Spring 2024 start. This figure will be finalized at the conclusion of the final design and the establishment of the GMP.

ATTACHMENTS

1. Camosy Schematic Design Budget - Spring 2024

RECOMMENDED ACTION

Unless directed otherwise by the Board, staff will proceed with a Spring 2024 groundbreaking for the new police facility.

VILLAGE OF LAKE IN THE HILLS
POLICE DEPARTMENT - SCENARIO 1



SD BUDGET SPRING 2024 START

RECAP

0150-22 SD DOCS DATED 1/23/23 W/ 4/18/23 REVISIONS

31-May-23

ITEM	DESCRIPTION	39,461 SF	Total	SF/Total
1.10	TRADES GENERAL CONDITIONS	1.1%	\$208,243	\$5.28
2.10	REMOVE, SALVAGE, REINSTALL MEMORIAL	1.0%	\$189,000	\$4.79
2.30	EARTHWORK	3.8%	\$744,377	\$18.86
2.50	SITE UTILITIES	1.3%	\$253,325	\$6.42
2.74	ASPHALT PAVING	0.7%	\$142,274	\$3.61
2.65	SITE CONCRETE WORK	1.2%	\$226,337	\$5.74
2.82	FENCING	1.0%	\$193,486	\$4.90
2.90	LANDSCAPING	1.8%	\$352,064	\$8.92
3.30	CONCRETE WORK	5.2%	\$1,018,754	\$25.82
4.00	MASONRY WORK	10.3%	\$2,023,309	\$51.27
5.00	STRUCTURAL STEEL	5.0%	\$972,255	\$24.64
6.00	CARPENTRY	7.8%	\$1,522,584	\$38.58
7.13	WATERPROOFING	0.1%	\$15,166	\$0.38
7.42	SIDING	0.9%	\$179,400	\$4.55
7.50	EPDM ROOFING & SHEET METAL	3.9%	\$772,508	\$19.58
7.90	CAULKING & SEALANTS	0.2%	\$29,596	\$0.75
8.10	HOLLOW METAL & WOOD DOORS	2.2%	\$434,645	\$11.01
8.33	OVERHEAD DOORS CEILING & SECTIONAL	1.0%	\$193,900	\$4.91
8.40	ALUMINUM STOREFRONT/ GLASS & GLAZING	3.0%	\$592,596	\$15.02
9.26	METAL STUDS & DRYWALL	2.3%	\$451,630	\$11.44
9.51	ACOUSTICAL	0.7%	\$133,613	\$3.39
9.60	FLOOR COVERINGS	2.9%	\$564,646	\$14.31
9.90	PAINTING & WALL COVERING	1.7%	\$328,125	\$8.32
10.00	MISCELLANEOUS SPECIALTIES	1.6%	\$309,112	\$7.83
10.50	LOCKERS	2.0%	\$400,150	\$10.14
11.40	FOOD SERVICE	0.2%	\$36,000	\$0.91
11.80	DETENTION EQUIPMENT	2.3%	\$453,806	\$11.50
12.32	MANUFACTURED CASEWORK	0.9%	\$182,514	\$4.63
12.53	WINDOW TREATMENTS	0.4%	\$72,620	\$1.84
14.20	ELEVATORS	0.6%	\$120,000	\$3.04
15.30	FIRE PROTECTION	1.8%	\$345,287	\$8.75
15.40	PLUMBING	4.6%	\$907,612	\$23.00
15.80	HVAC	8.5%	\$1,670,279	\$42.33
16.00	ELECTRICAL	18.0%	\$3,536,930	\$89.63
18.00	TESTING ALLOWANCE	0.3%	\$50,000	\$1.27
19.00	PERMIT FEES (BY OWNER)	0.0%	\$0	\$0.00
TOTAL COST OF WORK			\$19,626,143	\$492.07
1.00	CM GENERAL CONDITIONS	0.2%	\$42,000	\$1.06
1.30	PRE-CONSTRUCTION SERVICES	0.3%	\$49,750	\$1.26
28.00	FIELD SUPERVISION	2.5%	\$495,776	\$12.56
21.00	CONCRETE WINTER PROTECTION (ALLOWANCE)	0.4%	\$75,000	\$1.90
TRADE SUB-TOTAL			\$20,288,670	\$508.86
27.00	GENERAL LIABILITY INSURANCE	0.30%	\$58,878	\$1.49
30.00	BOND PREMIUM	0.55%	\$107,944	\$2.74
SUB-TOTAL INSURANCE AND BONDS			\$20,455,492	\$513.09
26.00	BUILDERS RISK INSURANCE	0.252%	\$49,458	\$1.25
SUB-TOTAL BUILDERS RISK			\$20,504,950	\$514.34
24.00	PROJECT CONTINGENCY	2.5%	\$490,654	\$12.43
25.00	DESIGN CONTINGENCY	2.5%	\$490,654	\$12.43
SUB-TOTAL CONTINGENCY			\$2,148,257	\$539.21
29.00	CONSTRUCTION FEE	2.275%	\$488,812	\$12.39
TOTAL CONSTRUCTION COSTS			\$21,975,069	\$551.60
FEES AND F,F,&E				
DESIGN FEES			\$2,194,155	
F,F,&E BUDGET			\$570,000	
TOTAL PROJECT COSTS			\$24,739,224	\$626.92
OPTIONS/ALTERNATES				
WALLACE FOLDING ENTRY GATES			ADD	\$134,000
USE BARRIER ONE MOISTURE MITIGATION ADMIXTURE IN CONCRETE LIEU OF TOPICAL PRODUCT			ADD	\$89,137
TOTAL OPTIONS/ALTERNATES			\$223,137	



REQUEST FOR BOARD ACTION

MEETING DATE: July 11, 2023

DEPARTMENT: Police

SUBJECT: McHenry County Narcotics Task Force Intergovernmental Agreement

EXECUTIVE SUMMARY

The department joined the McHenry County Drug Task Force in 2011. This partnership has proven to be a valuable endeavor in addressing drug related incidents occurring in our community and McHenry County. The department continues to be committed in providing the resources needed for drug investigations and continuing our proactive partnership with the Sheriff's Office. The department currently has one officer assigned to the task force fulltime.

This agreement replaces the agreement entered on April 22, 2019. The only changes to the agreement are;

- The term of the Agreement effective August 1, 2023 to August 1, 2028.
- Updated the McHenry County Board Chairman to reflect Michael J. Buehler.
- Updated the Lake in the Hills Village President to reflect Ray Bogdanowski.
- Updated the McHenry County Sheriff to reflect Robb A. Tadelman

FINANCIAL IMPACT

The projected FY2023 personnel cost of the officer assigned to the task force is \$172,894. The department receives a portion of assets seized during investigations that are eligible for forfeiture.

ATTACHMENTS

1. 2023 - 2028 McHenry County Narcotics Task Force Intergovernmental Agreement.

RECOMMENDED MOTION

Motion to approve the agreement between the Lake in the Hills Police Department and the McHenry County Sheriff's Office.

INTERGOVERNMENTAL AGREEMENT
FOR THE
MCHENRY COUNTY NARCOTICS TASK FORCE

This Agreement is made and entered into this ____ day of _____, 2023, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter referred to as the "COUNTY"), and the VILLAGE OF LAKE IN THE HILLS (hereinafter referred to as the "VILLAGE").

WHEREAS, the COUNTY and the VILLAGE are authorized by the terms and provisions of 5 ILCS 220/5 et. seq., to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purposes or undertaking any of them could do singularly; and

WHEREAS, it is desired that the VILLAGE become a member of the McHenry County Narcotics Task Force unit for the purpose of providing law enforcement services related to the enforcement of controlled substance statutes and the cannabis control act as well as other statutes as necessary within unincorporated and incorporated McHenry County in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. The VILLAGE shall select officer(s) from their police department to become member(s) of the Narcotics Task Force unit. The MCHENRY COUNTY SHERIFF'S OFFICE (hereinafter referred to as the "SHERIFF") shall select deputies to become members of the Narcotics Task Force unit.

2. As a member of the Narcotics Task Force unit, the SHERIFF shall deputize any officer selected from the VILLAGE and each officer shall act as a deputy to the SHERIFF until notified otherwise by the COUNTY or the SHERIFF. VILLAGE police officers acting under this Agreement shall continue to be covered by their employing agency, the Village of Lake In The Hills, for the purposes of Worker's Compensation, unemployment compensation, and other employee benefits and civil liability, and shall be considered while so acting to be in the ordinary course of their employment.

Any officer that is employed by the VILLAGE and acting under this Agreement shall be considered an employee of the VILLAGE and shall not be considered an employee of the COUNTY regardless of the supervision or control of the officer's actions while acting as a member of the McHenry County Narcotics Task Force. At no point shall the COUNTY be responsible for payment of worker's compensation, unemployment compensation, disability or

death benefits, or any other employee benefits to any employee of the VILLAGE acting under this Agreement.

The VILLAGE acknowledges and accepts that the SHERIFF may from time to time conduct random drug screening on VILLAGE officers operation under the scope of this Agreement as part of the normal course of completing the objectives of this Agreement. In the event a VILLAGE officer screens positive for the presence of illegal drugs or narcotics, the SHERIFF reserves the right to immediately expel the FILLAGE officer from the task force.

3. The members of the Narcotics Task Force unit shall enforce laws related to controlled substance statutes and the cannabis control act as well as other statutes as necessary within unincorporated and incorporated McHenry County.

4. The VILLAGE shall indemnify, hold harmless and defend the COUNTY and the SHERIFF, their officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to, incidental and consequential damages, and expenses including, but not limited to attorney's fees which the COUNTY and the SHERIFF, their officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of said VILLAGE, its officers, agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

5. The VILLAGE shall indemnify the COUNTY and the SHERIFF from and against liability resulting from the willful or wanton acts or omissions of said VILLAGE, its officers, agents and employees, as determined by a court of law making a specific finding of fact, without limitations, in the providing of services as set forth in this Agreement.

6. The COUNTY shall indemnify, hold harmless and defend the VILLAGE, its officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to incidental and consequential damages, and expenses including, but not limited to attorney's fees which the VILLAGE, its officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of the COUNTY or the SHERIFF, its officers, agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

7. The COUNTY shall indemnify the VILLAGE from and against liability resulting from the willful or wanton acts or omissions of the COUNTY or the SHERIFF, its employees and agents, as determined by a court of law making a specific finding of fact, without limitation, in the providing of services as set forth in this Agreement.

8. The term of this Agreement is effective August 1, 2023 to August 1, 2028.

9. The VILLAGE may withdraw its officer(s) from the Narcotics Task Force unit upon thirty (30) days written notice of withdrawal to the COUNTY, the effect of which shall terminate its rights, obligations and privileges under this Agreement. The COUNTY may terminate this Agreement upon thirty (30) days written notice of termination to the VILLAGE.

10. The indemnification provisions of Paragraphs 4, 5, 6 and 7 shall survive the termination of this Agreement.

11. The VILLAGE shall maintain for the duration of this Agreement and any extensions thereof, at the VILLAGE's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the COUNTY, which generally requires that the company(ies) be assigned a Best's Rating of A-1 or higher with a Best's financial size category of Class XII or higher, in the following types and amounts:

- (a) Law Enforcement Liability in a broad form, to include but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (b) Business Auto Liability, to include but not limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
- (c) Worker's Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident.
- (d) If a VILLAGE is a member in a self-insured intergovernmental risk pool that provides the coverages listed in this Section 11, said coverage is compliant herewith.

12. The VILLAGE agrees that with respect to the above required insurance that:

- (a) The COUNTY shall be provided with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The COUNTY shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance; and
- (c) The VILLAGE shall have the COUNTY named as an additional insured with respect to its Law Enforcement Liability insurance, only for liability arising out of the sole negligence of the VILLAGE, and the address for the certificate holder must read exactly as follows:

County of McHenry, a **body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

- (d) The contractual liability arising out of this Agreement shall be acknowledged on the Certificates of Insurance by the insurance company or companies.
- (e) In addition to being named as an additional insured on the Certificate of Insurance, the Law Enforcement Liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance.
- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County Insurance Department
2200 N. Seminary Avenue, Room B160
Woodstock, IL 60098

13. The COUNTY shall maintain for the duration of the Agreement and any extensions thereof, at the COUNTY's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally requires that the company(ies) be assigned a Best's Rating of A-1 or higher with a Best's financial size category or Class VII or higher, in the following types and amounts:

- (a) Law Enforcement Liability in a broad form, to include but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (b) Business Auto Liability, to include but not limited to, Bodily Injury and Property Damage, including owed vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
- (c) Worker's Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident.

- (d) The COUNTY shall have the VILLAGE named as an additional insured with respect to its Law Enforcement Liability insurance only for liability arising out of the sole negligence of the COUNTY, and the address for the certificate holder must read exactly as follows:

Village of Lake In The Hills,
an Illinois municipal corporation
600 Harvest Gate
Lake In The Hills, IL 60156

- (e) The contractual liability arising out of this Agreement shall be acknowledged on the Certificates of Insurance by the insurance company or companies.
- (f) In addition to being named as an additional insured on the Certificate of Insurance, the Law Enforcement Liability policy shall contain an endorsement naming the VILLAGE as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance.
- (g) Insurance Notices and Certificates of Insurance shall be provided to:

Village of Lake In The Hills,
an Illinois municipal corporation
600 Harvest Gate
Lake In The Hills, IL 60156

- 14. The COUNTY agrees that with respect to the above required insurance that:

- (a) The VILLAGE shall be provided with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The Certificates shall include the language of the Hold Harmless Clause in this Agreement.
- (c) The VILLAGE shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance; and
- (d) Insurance Notices and Certificates of Insurance shall be provided to the VILLAGE.

- 15. No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of

race, religion, color, sex, age, disability, or national origin, the classifications of “gender” and “sexual orientation.”

16. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be in writing and signed and executed with the same formality with which this instrument was executed.

17. This Agreement should not be construed or interpreted as furthering the duties, functions or responsibilities of the SHERIFF, the COUNTY or the VILLAGE beyond those tenets outlined in this Agreement.

18. No claim for services furnished by the VILLAGE, not specifically provided in this Agreement, will be allowed by the COUNTY and SHERIFF, nor shall the VILLAGE do any work or furnish any additional services not covered by this Agreement, unless it is approved in writing by the COUNTY. Such approval shall be considered to be a modification of this Agreement.

19. The parties may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of the other party.

20. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, any party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other parties.

21. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the VILLAGE (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY or the SHERIFF for any purpose, or in any manner, whatsoever.

22. All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the address stated:

To the SHERIFF: Sheriff Robb A. Tadelman
McHenry County Sheriff's Office
2200 N. Seminary Avenue
Woodstock, IL 60098

To the COUNTY: Peter B. Austin
County Administrator
2200 N. Seminary Avenue
Woodstock, IL 60098

To the VILLAGE: Ray Bogdanowski, Village President
Village of Lake In The Hills
600 Harvest Gate
Lake In The Hills, IL 60156

The SHERIFF and the COUNTY shall be entitled to separate copies of each Notice. Any Notice transmitted by first class United States Mail shall be deemed received on the second business day following its deposit in a United States Mail receptacle. The term "business day" shall not include Saturdays, Sundays or any other day declared to be a legal holiday in the State of Illinois by State Statute.

23. The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

24. Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

County of McHenry

ATTEST:

By: _____

By: _____

Michael J. Buehler, Chairman
McHenry County Board

Joseph J. Tirio
McHenry County Clerk

Date: _____

Date: _____

McHenry County Sheriff's Office

Village of Lake In The Hills

By: _____

By: _____

Sheriff Robb A. Tadelman

Ray Bogdanowski, Village President

Date: _____

Date: _____



REQUEST FOR BOARD ACTION

MEETING DATE: July 11, 2023

DEPARTMENT: Community Development

SUBJECT: An Ordinance Granting a Temporary Exemption from the Requirement to have a Garage on the Property at 65 Hilltop Drive

EXECUTIVE SUMMARY

On July 25, 2018, David Manuel purchased the residence at 65 Hilltop Drive. On January 7, 2020 a fire broke out in the rear of the house. Paperwork submitted by the owner indicates that the fire caused over \$120,000 of damage to the roof and rear portions of the building. On June 10, 2020 the owner's general contractor submitted a permit application to the Village to perform approximately \$200,000 of fire rehabilitation work and renovation work on the house. After the review and approval of revised drawings, the Village issued a building permit on September 1, 2020 to allow the construction work to begin. In accordance with the Municipal Code, the original building permit was valid for six months.

Unfortunately, Mr. Manuel and his contractors were not able to complete the approved construction work in a timely manner, and the construction exceeded the approved scope of work several times. On February 25, 2021 the Village posted a stop-work order on the property because the two-car attached garage on the front of the house had been demolished. The garage was not damaged by the fire, and the approved building permit did not include any work on the garage. On July 29, 2021 the Village posted another stop-work order on the property because the owner had started constructing a large deck around the north, west and south sides of the house without a permit. The deck did not exist at the time of the fire, and the approved building permit did not include any work for a deck. On September 21, 2021 the Board of Trustees passed Ordinance 2021-39 granting front yard setback and side yard setback variations to allow the garage to be reconstructed in the same location and to allow the proposed deck to be constructed. The owner paid for permit extensions to allow the work to continue.

By December of 2021, construction work had essentially been completed for the living areas on the upper level of the house, but work was not yet complete on the lower level of the house or on the exterior areas. This date was nearly two years after the fire, and Mr. Manuel requested permission to begin living in the house again. Therefore, on December 22, 2021 the Village issued a Temporary Certificate of Occupancy (TCO), subject to a list of conditions to be addressed prior to expiration of the permit on March 31, 2022. The conditions essentially required the owner to clean the exterior of the property, complete permanent construction of the deck, complete interior and exterior construction on the house, and submit architectural plans for proposed additional construction work (including replacement of the garage).

Mr. Manual did not comply with the conditions of the TCO by the March 31 due date. Therefore, on April 7, 2022 the Village issued a citation with a notice to appear at the Village municipal adjudication hearing on May 11, 2022. After several continuations of the hearing, the Village worked in good faith with the owner to provide additional time to resolve the several code violations identified in the TCO. Specifically, as detailed in the attached letter from the Village Attorney dated November 10, 2022, the Village agreed to provide Mr. Manual with an additional six-month period from December 22, 2022 to June 13, 2023 to comply with the conditions listed on the TCO. Village inspectors have since confirmed that all permitted construction work has been completed and inspected, and the primary remaining issue is the construction of a garage.

Section 24.15(M) of the Municipal Code states that, *“Every dwelling unit shall have an attached or detached garage on the zoning lot upon which it is constructed. Said garage shall be at least 12’ wide and 20’ deep, and shall be connected to the street by a driveway constructed pursuant to the Village ordinances. A garage shall have a minimum 8 feet wide by 7 feet high access door.”* As detailed in the attached letter dated June 30, 2023, Mr. Manuel has requested that the Village grant a temporary exception from this code requirement to allow additional time for him to raise the funds necessary to construct the required garage.

ANALYSIS

David Manuel has requested that the Board of Trustees approve a temporary exemption from the Building Code requirement in Section 24.15(M) of the Municipal Code, specifically to allow five additional years for him to complete the requirement to construct a garage. As the garage requirement is part of the Building Code and not the Zoning Code, there is no requirement for a public hearing or any input from the Planning and Zoning Commission.

In his request in the attached letter, Mr. Manual lists the following hardships to justify the exemption:

- His insurance company did not cover the increased cost of materials and labor due to the Covid-19 pandemic.
- He has taken out two home equity loans and two personal loans to further the work, as well as maxed out all of his credit cards. Thus, he does not have an immediate way to obtain additional funds to construct a garage at this time.
- His architect quoted an estimate of over \$100,000 to construct a garage because the structural support underneath the garage and is no longer usable, and because of the difficulties involved with the steep hill.

Staff has examined the request and considered potential options for compliance, and notes the following:

- A simple detached garage measuring at least 12’ wide and 20’ deep would be relatively inexpensive to construct. However, due to the steep hill and the location of the existing house, there is no level spot to build such a garage on the lot. These unique conditions would result in increased construction costs.
- At first glance, it would seem to be relatively inexpensive to construct a simple garage at the same location as the demolished garage. However, the old garage was constructed on top of a room built into the hillside underground, and the foundation of this structure is questionable. Further, the remaining floor of the demolished garage is wooden instead of concrete, which does not comply with the building code requirements. Therefore, staff agrees that the cost to construct a new garage at the same location as the old garage would be unusually high on the subject property.

- The property has sufficient off-street parking space on the driveway to accommodate parking of the owner's vehicles until a garage is constructed. The Village is not aware of any complaints about parking in front of this address since the owner moved back into the home in December 2021.
- The Village has the option of pursuing code compliance through court action, but in the short term this would likely only result in additional time and costs for the Village along with additional fines assessed against Mr. Manuel. Village staff's goal is to obtain code compliance and not to collect fines, and over the long-term staff finds that the applicant is more likely to be able to construct a compliant garage if given more time to obtain funding.

Based on Mr. Manuel's written request and staff's analysis above, and per the direction of the Village Attorney, staff has drafted an ordinance to approve the requested temporary exemption from the Building Code requirement in Section 24.15(M) of the Municipal Code. In addition to granting a five-year exemption from the requirement for a garage, staff had drafted the ordinance to include the following conditions:

- Staff finds that Mr. Manuel qualifies for the requested exemption only based upon his unique circumstances as noted above, and that other property owners would not qualify for such an exemption. Therefore, staff recommends a condition that a code-compliant garage must be constructed on the property within 180 days after a change in ownership of the property. With this condition, new owners of the property would be required to construct a garage if Mr. Manuel sells or transfers ownership of the property.
- Staff recommends a condition that the owner be prohibited from constructing an addition to the house or constructing other buildings on the property prior to construction of the required garage. Mr. Manuel has indicated to staff that he also has plans to construct several room additions on the house in the future, and this condition would help to ensure that construction of a garage is the main financial priority on the property during the requested five-year exemption.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Temporary Certificate of Occupancy
2. November 10, 2022 Legal Agreement
3. June 30, 2023 Letter from David Manuel
4. Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance Granting a Temporary Exemption from the Requirement to have a Garage on the Property at 65 Hilltop Drive.

VILLAGE OF LAKE IN THE HILLS
COMMUNITY DEVELOPMENT DEPARTMENT

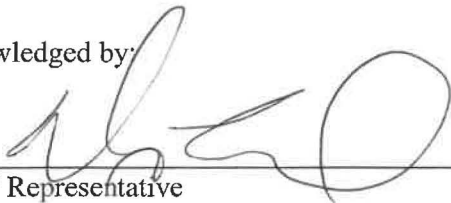
TEMPORARY OCCUPANCY CERTIFICATE-

For the Village of Lake in the Hills, Building Permit No: PEO51367

The residential property located at 65 Hilltop Drive has been inspected under the current building permit listed above. This temporary occupancy certificate is issued allowing for occupancy of the residence, should the owner elect to occupy at their own risk, while the following outstanding conditions remain to be addressed prior to expiration of the permit. The permit is set to expire March 31, 2022:

1. All exterior areas shall be clean and free of any debris and building materials and shall be maintained in a safe condition.
2. The permanent construction of all exterior deck areas, guardrails, stairways, and handrails shall be fully complete and pass a final inspection.
3. All interior and exterior areas of the structure, as depicted on the approved plans, shall be fully complete and pass a final inspection including the lower level of the residence.
4. All final construction documents associated with this permit, shall be submitted from the architect in digital format for archiving records, as previously noted at the time the permit was issued.
5. Additional construction work on the site to build a garage, storage rooms, additional bedrooms, and associated supporting spaces must be submitted as architectural stamped plans with permit application for review and approval no later than March 31, 2022.
6. Alternatively, if the owner elects not to pursue further construction, the existing structure and site must be brought into compliance with all applicable zoning and building code regulations. This includes but is not limited to submission of a drawing and permit application for review and approval of a driveway and parking area plan. The interior of the existing structure must comply with all applicable zoning regulations and building codes.

Acknowledged by:



Owner/ Representative

12/22/21
Date

Ann Marie Hess, AIA, MCP
Assistant Director of Community Development

12-22-21
Date

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & McARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS 60014
www.zrfmlaw.com

BRADFORD S. STEWART
bstewart@zrfmlaw.com

(815)459-2050
Fax: (815) 459-9057

November 10, 2022

Via Mail and Email: davidjmanuel@yahoo.com

David J. Manuel
65 Hilltop Drive
Lake in the Hills, IL 60156

Re: Code Compliance Matter at 65 Hilltop Drive

Dear Mr. Manuel:

The Village of Lake in the Hills wishes, in good faith, to work with you in identifying final resolution to the pending Code violations pertaining to the various items related to the completion of final occupancy requirements at your property at 65 Hilltop Drive in Lake in the Hills. As you know, the Village has a substantial concern with any property, much less an occupied property, that has not met the requirements of a final certificate of occupancy.

Following discussion with you at the administrative adjudication hearing on November 9, 2022, the following is what the Village is proposing, to provide you additional time for you to bring the property into compliance and into a condition where final occupancy can be certified:

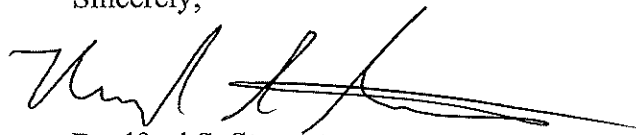
1. All conditions stated in the Temporary Occupancy Certificate (PEO51367), issued on December 22, 2021, and additional items or requirements that have been communicated by Village staff subsequent to that time shall be fully completed and maintained to Code within a 6-month period from the next adjudication date of December 14, 2022, ending June 13, 2022, excepting only the garage structure. The satisfactory completion of these items shall be determined by the Village's Community Development Department.
2. *Should all conditions be met within the 6-month period, no fine will be pursued by the Village* for the preceding time period in relation to the pending citation (M284126). At that time, the Village agrees to meet with you to discuss a reasonable period of time in which the garage structure will be brought to Code. The intention is that the parties can agree on a reasonable period of time, and if so, that time period will be reflected in a future administrative adjudication order, likely similar to these terms.
3. Should all conditions not be met within the 6-month period, then you would be assessed a \$50/day fine from December 14, 2022-June 13, 2022, in addition to applicable adjudication costs.

4. Nothing herein is intended to address any future violations that may be identified, and the expectation is that the property will be maintained in compliance with all applicable Code requirements.

If these terms are acceptable, an order can be entered at the December 14, 2022 administrative adjudication hearing, along these lines. If you do not agree to these terms, then the Village reserves all rights, including the right to seek daily fines and other remedies for the entire period of time that the temporary certificate of occupancy expired, as well as any continuing violations.

Please advise if you are accepting the Village's offer by November 18, 2022, after which time the offer is withdrawn.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bradford S. Stewart', with a long horizontal flourish extending to the right.

Bradford S. Stewart

Board Members:

My name is David Manuel and I live at [65 Hilltop Drive, Lake In The Hills IL 60156](#). I have been in the process of rebuilding my home after a fire I had in my home. I lost the entire structure and it has been rebuilt from the foundation up. Due to Covid 19 this whole process has been a complete nightmare. My insurance company Berkshire Hathaway Home Ins. did not cover the increased cost of materials and labor due to a pandemic. They would only pay out based on the regular industry standard pricing. This left me very short on the amount needed to complete the work. I have taken out two home equity loans and two personal loans to further the work, as well as maxed out all of my credit cards. I have exhausted all avenues possible to finish my home. I have completed all of the requirements set by the village to be in compliance as far as the existing permits and any and all safety issues. The only part I am required to finish still is rebuilding a garage. I understand there is a new ordinance requiring every home in the village to have a garage. I am not in the position right now to be able to afford to do that. I am in a financial pit right now and am asking for an extension of time to try to dig myself out to avoid losing my home that I have literally put everything into. I will build the garage, I am just asking for five year to complete this since it's such a big expense for the garage, rebuilding the workshop under it which is the structural support and is no longer usable, and putting in a new driveway to pitch the correct way from the garage to the street. My architect quoted me over \$100,000 estimate for this project because of the problems living on a hill also presents. I have no way of coming up with this amount now or anytime soon until I dig myself out of this financial mess I'm in. I am a permanently disabled guy, I have applied for Social Security due to my health issues. I am waiting on a response from them as to being approved or denied for that. I am working with the village closely to comply with everything possible, I just need time.

Thank you very much for your attention and consideration to this matter. Any help I can get is much appreciated at this time.

David Manuel

[65 Hilltop Dr.](#)

[Lake In The Hills, IL. 60156](#)

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023 - ____

An Ordinance Granting a Temporary Exemption from the Requirement to have a Garage on the Property at 65 Hilltop Drive

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions to regulate for the protection of the public health, safety, morals, and welfare, as granted in the Constitution of the State of Illinois; and

WHEREAS, David J. Manuel and Gerald F. Manuel (collectively, the "Owner") are the record title owners of that certain property consisting of approximately 15,092 square feet, commonly known as 65 Hilltop Drive in the Village, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (the "Property"); and

WHEREAS, the Property is currently improved with a single-family detached dwelling unit; and

WHEREAS, pursuant to Section 24.15(M) of the Municipal Code, there must be an attached or detached garage on the Property; and

WHEREAS, in approximately February 2021 the Owner demolished an existing two-car garage on the Property without a permit; and

WHEREAS, the Owner has requested a temporary exemption from the requirement in Section 24.15(M) to have a garage on the Property (the "Requested Relief"); and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the Owner's request and determined that it will serve and be in the best interests of the Village to grant the Requested Relief to the Owner, subject to the conditions, restrictions, and provisions of this Ordinance; and

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

SECTION 1: The Corporate Authorities find that the statements in the foregoing preambles are true, and the statements are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION 2: APPROVAL OF EXEMPTION. Pursuant to the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby grant the approval of a five-year exemption from the requirement in Section 24.15(M) of the Municipal Code to have a garage on the Property.

SECTION 3: CONDITIONS. The approval granted pursuant to Section 2 this Ordinance is hereby granted expressly and specifically subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. COMPLIANCE WITH REGULATIONS. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. TEMPORARY EXEMPTION. A code-compliant attached or detached garage must be constructed on the Property not later than five years after the effect date of this ordinance.
- C. DESIGN REQUIREMENTS. The garage to be constructed on the Property shall be at least 12 feet wide and 20 feet deep, shall be connected to the street by a driveway constructed pursuant to the Village ordinances, and shall have a minimum 8 feet wide by 7 feet high access door.
- D. CHANGE IN OWNERSHIP OF PROPERTY. The then owners of record of the Property shall be obligated to construct a code-compliant attached or detached garage on the Property within 180 days of change of ownership of the Property.
- E. GARAGE TO BE CONSTRUCTED PRIOR TO OTHER IMPROVEMENTS. The Owner shall be prohibited from performing construction work on any new buildings or building additions on the Property prior to the completion of a garage on the Property. Nothing in this ordinance shall prohibit the Owner from obtaining building permits for necessary work to maintain the integrity of the single-family detached dwelling unit on the Property, such as work to repair the roof or siding.
- F. REIMBURSEMENT OF VILLAGE COSTS. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner

must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Further, the Owner is liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the McHenry County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein are binding upon the Owner and are not intended to be transferred or inure to the benefit of any other person or party, except to the extent expressly specified herein.

SECTION 5: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the Owner shall be obligated to construct a code-compliant attached or detached garage on the Property within 180 days. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such code enforcement action as may be appropriate under the circumstance.

SECTION 6: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form (which publication is hereby authorized) in the manner required by law; and
3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit B attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file a fully executed copy of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Passed this 13th day of July, 2023 by roll call vote as follows:

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

APPROVED THIS 13TH DAY OF JULY, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 4 AND THE NORTH HALF OF LOT 5 IN BLOCK 14 IN LAKE IN THE HILLS ESTATES UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1948 AS DOCUMENT NUMBER 212939 IN BOOK 10 OF PLATS, PAGES 98 AND 99, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as 65 Hilltop Drive, Lake in the Hills, Illinois.

PIN: 19-20-455-040

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lake in the Hills, Illinois ("Village"):

WHEREAS, David J. Manuel and Gerald F. Manuel (collectively, the "Owner") are the record title owners of that certain property in the Village commonly known as 65 Hilltop Drive ("Property"); and

WHEREAS, Ordinance No. _____, adopted by the Village President and Board of Trustees on July 13, 2023 ("Ordinance"), grants a temporary five-year exemption from the requirement in Section 24.15(M) of the Municipal Code to have a garage on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner shall have filed, within 30 days following the passage of the Ordinance, the Owner's unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance; and

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a temporary exemption for the Property or its adoption of the Ordinance, and that the Village's approval does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims

that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting a temporary exemption for the Property.

Dated: _____ 2023

ATTEST:

DAVID J. MANUEL

By: _____

By: _____

ATTEST:

GERALD F. MANUEL

By: _____

By: _____



REQUEST FOR BOARD ACTION

MEETING DATE: July 11, 2023

DEPARTMENT: Public Works

SUBJECT: Phase 1 Engineering Task Orders for Engineering Services Related to STP Funded

EXECUTIVE SUMMARY

Staff seeks board approval to enter into an agreement with Chastain & Associates LLC for Phase I Engineering Services for Crystal Lake Road, Miller Road and Frank Road.

Federal Surface Transportation Program (STP) grants are awarded 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. 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 2022 call for projects, the Village submitted applications for the resurfacing of both Miller Road and Crystal Lake Road. Both projects were 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. To be ready for possible funding and be better positioned for the next call for projects in 2024, having the Phase I Engineering completed, gives the Village the best opportunity to secure funding.

In 2022 call for projects, the Village also submitted an application for the reconstruction of Frank Road. In November 2022, McHenry County Council of Mayors notified the Village that the Frank Road project was approved for funding in the 2023-2027 STP-L MCCOM program. The construction would be in 2027.

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 agreements with Chastain are for the following services:

- Miller Road Phase I Engineering in an amount not to exceed \$54,510
- Crystal Lake Road Phase I Engineering in an amount not to exceed \$36,969
- Frank Road Phase I Engineering in an amount not to exceed \$129,554

FINANCIAL IMPACT

The FY 2023 Motor Fuel Tax Fund budget included a total of \$250,300 for Phase I Engineering Services for these projects. The task orders as presented total \$221,033 for a savings of \$29,267.

Project	Budget	Actual	Diff
Miller Road	\$61,100	\$54,510	\$6,590
Crystal Lake Road	\$37,500	\$36,969	\$531
Frank Road	\$151,700	\$129,554	\$22,146
Total	\$250,300	\$221,033	\$29,267

ATTACHMENTS

1. Task Order 2023-3 for Miller Road Phase I Engineering & IDOT Engineering Services Agreement Form
2. Task Order 2023-4 for Crystal Lake Road Phase I Engineering & IDOT Engineering Services Agreement Form
3. Task Order 2023-5 for Frank Road Phase I Engineering & IDOT Engineering Services Agreement Form

RECOMMENDED MOTION(S)

1. Motion to approve a Task Order with Chastain Engineering to perform Phase I Engineering Services for the Miller Road project at a cost not to exceed \$54,510.
2. Motion to approve an IDOT Engineering Services Agreement for the Miller Road project.
3. Motion to approve a Task Order with Chastain Engineering to perform Phase I Engineering Services for the Crystal Lake Road project at a cost not to exceed \$36,969.
4. Motion to approve an IDOT Engineering Services Agreement for the Crystal Lake Road project.
5. Motion to approve a Task Order with Chastain Engineering to perform Phase I Engineering Services for the Frank Road project at a cost not to exceed \$129,554.
6. Motion to approve an IDOT Engineering Services Agreement for the Frank Road project.



TASK ORDER #2023 - 3 AGREEMENT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS

AND

CHASTAIN & ASSOCIATES LLC

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

PHASE I ENGINEERING SERVICES

FOR

MILLER ROAD STP RESURFACING IMPROVEMENT

TASK ORDER #2023 - 3

PHASE I ENGINEERING SERVICES

MILLER ROAD STP RESURFACING IMPROVEMENT

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 2023 Professional Engineering Services, dated December 8, 2022 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Miller Road STP Resurfacing covers Phase I planning and IDOT / MCCOM coordination services for planned improvements to Miller Road from Haligus Road to Lakewood Road. Planned improvements include pavement resurfacing, ADA ramp improvements, pedestrian crossing enhancements, curb & gutter repairs and other ancillary improvements that will be identified as part of the Phase I planning process.

The project improvements cover 1.2 miles of Miller Road.

2. **Services of Consultant:**

A. Basic Services:

The man-hours proposed and included as Attachment B-1 were based upon the assumption that Phase I planning services will be provided by the contract specified deadline of December 29, 2023. Any additional work due to an extended schedule dictated by the owner, IDOT or unanticipated work due to unanticipated site conditions may warrant a contract addendum.

The following is a breakdown of the various tasks associated with the Phase I engineering services which will be performed by Chastain:

1. **Phase I Engineering Services.** Preliminary Engineering Services are to be provided and includes the following as set forth in the Task Order:
 - a. Administration and Management – Services covered under this task includes administration of professional services, conducting an initial project kick-off meeting with Village staff, coordination of internal team members, project start-up, coordination with survey and condition assessment teams and project progress coordination with client and staff.

- b. Field Data Collection – The work covered under this task includes
 - Pre-design site visit with Village staff to develop an agreeable condition assessment expectation, project limits and addressing any unanticipated field conditions.
 - Complete condition assessments of village utility structures and existing condition of surface features, sidewalks, drive aprons, curb and gutter and ADA compliance.
 - Coordinate data collection with private utilities.
 - Complete a geometric survey of the existing roadway and pavement markings and spot surveys to verify or document existing ADA Ramp conditions and potential compliance issues.
- c. Phase I Planning – Services covered under this task includes the coordination preliminary design and documentation with IDOT concurrence for planned improvements. Gather traffic data, evaluate intersection capacity, complete special waste screening input and complete preliminary design for anticipated Categorical Exclusion/LAFO determination. Completion of BLR Form 19100 or 46300 and preliminary engineering for IDOT-BLR project concurrence and design approval.
- d. Project Coordination and Communication – Services covered under this task includes the coordination with Village staff, IDOT-BLR staff, MCCOM Planning staff and stakeholders as identified. Work will include the Phase I Kick-Off meeting with IDOT Bureau of Local Roads and preparation of Quarterly Updates for MCCOM.

3. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations:

IDOT approval of Phase I project documents anticipated to be a State approved Categorical Exclusion (CE) without a project report following form BLR 19100.

4. **Commencement Date:**

The date of execution of this Task Order by Owner and approval by IDOT of the attached Local Public Agency Engineering Services Agreement included as Attachment A-1.

5. **Completion Date:**

Design services will be completed on or before December 29, 2023, plus

extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: Phase I BLR 19100 - Preliminary design and project planning documents.

Due Date: TBD with Village.

7. **Key Project Personnel:**

Names:	Telephone:
Steve Frerichs	(847) 287-6732
Janice Pang	(773) 714-0050

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.

Labor Detail:

Task	Man-Hours	Budget
Admin & Management	26	\$4,718.00
Field Data Collection	104	\$11,400.00
Phase I Planning	219	\$28,610.00
Project Coordination	44	\$7,587.00
Direct Cost (Vehicle)		\$2,195.00
Contract Fee =		\$54,510.00

Notwithstanding the foregoing, the total Contract Price shall not exceed \$54,510.00, 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 the 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 in the Engineering Services Agreement BLR 05530 form and exhibits supplied by the 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 the 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:**

Local Public Agency Engineering Services Agreement included as Attachment A-1.

Labor Detail Breakdown included as Attachment B-1 summarizing phases and services anticipated in providing Phase I Engineering Services.

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 _____, 2023

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: Phone: sfrerichs@chastainengineers.com

Phone: (847) 287-6732

ATTACHMENT A-1

Local Public Agency Engineering Services Agreement



Local Public Agency Engineering Services Agreement

Using Federal Funds? [] Yes [x] No Agreement For: MFT PE Agreement Type: Original

LOCAL PUBLIC AGENCY
Local Public Agency: Lake in the Hills County: McHenry Section Number: 23-00044-00-RS Job Number:
Project Number: Contact Name: Guy Fehrman Phone Number: (847) 960-7507 Email: lfehrman@lith.org

SECTION PROVISIONS
Local Street/Road Name: Miller Road Key Route: 4039 Length: 1.2 Miles Structure Number:
Location Termini: Haligus Road to Lakewood Road Add Location Remove Location

Project Description: Phase I engineering for street resurfacing, pavement patching, sidewalk replacement and curb & gutter replacement.

Engineering Funding: [x] MFT/TBP [] State [] Other
Anticipated Construction Funding: [x] Federal [x] MFT/TBP [] State [] Other

AGREEMENT FOR
[x] Phase I - Preliminary Engineering [] Phase II - Design Engineering

CONSULTANT
Prime Consultant (Firm) Name: Chastain & Associates LLC Contact Name: Steve Frerichs Phone Number: (847) 287-6732 Email: sfrerichs@chastainengineers.com
Address: 120 W. Center Court City: Schaumburg State: IL Zip Code: 60195

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor: Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) 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) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	370714576	\$54,510.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$54,510.00
Total for all work		\$54,510.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency
 Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)
 Digitally signed by Steve Frerichs
Date: 2023.06.15 14:29:22 -05'00'

Title

By (Signature & Date)
 Digitally signed by Janice Pang
Date: 2023.06.15 14:22:48 -05'00'

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00044-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

SUMMARY SCOPE OF SERVICES

Administration and Management – Services covered under this task includes administration of professional services, conducting an initial project kick-off meeting with Village staff, coordination of internal team members, project start-up, coordination with survey and condition assessment teams and project progress coordination with client, MPO and staff.

Field Data Collection – The work covered under this task includes

- 1) Pre-design site visit with Village staff to develop an agreeable condition assessment expectation, project limits and addressing any unanticipated field conditions.
- 2) Complete condition assessments of village utility structures and existing condition of surface features, sidewalks, drive aprons, curb and gutter and ADA compliance.
- 3) Coordinate data collection with private utilities.
- 4) Complete a geometric survey of the existing roadway and pavement markings and spot surveys to verify or document existing ADA Ramp conditions and potential compliance issues.

Phase I Planning – Services covered under this task includes the coordination preliminary design and documentation with IDOT concurrence for planned improvements. Gather traffic data, evaluate intersection capacity, complete special waste screening input and complete preliminary design for anticipated Categorical Exclusion/LAFO determination. Completion of BLR Form 19100 or 46300 and preliminary engineering for IDOT-BLR project concurrence and design approval.

Project Coordination and Communication – Services covered under this task includes the coordination with Village staff, IDOT-BLR staff, MCCOM Planning staff and stakeholders as identified. Work will include the Phase I Kick-Off meeting with IDOT Bureau of Local Roads and preparation of Quarterly Updates for MCCOM.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00044-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

<p>Project NTP - End of June 2023 IDOT Kick-Off Meeting - Late July 2023 Field Survey - July / August 2023 Environmental Clearance Coordination - August / September / October 2023 Phase I Project Documentation (Anticipate State Approved CE) - September / October 2023 Phase I Submittal & IDOT review & Concurrence - November / December 2023</p>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00044-00-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Local Public Agency Lake in the Hills	County McHenry	Section Number 23-00044-00-RS
Prime Consultant (Firm) Name Chastain & Associates LLC	Prepared By Steve Frerichs	Date 6/13/2023
Consultant / Subconsultant Name Chastain & Associates LLC	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Miller Road - Phase I - Engineering Services

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	144.71%
START DATE	7/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	12/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	12/31/2023	6	100.00%

The total escalation = 0.00%

Local Public Agency

Lake in the Hills

County

McHenry

Section Number

23-00044-00-RS

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Admin & Management			Field Data Collection			Phase I Planning			Project Coordination					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	80.00	0.0																	
Professional V	77.50	44.0	11.20%	8.68	14	53.85%	41.73	2	1.92%	1.49	8	3.65%	2.83	20	45.45%	35.23			
Professional IV	65.34	0.0																	
Professional III	54.92	81.0	20.61%	11.32	8	30.77%	16.90	3	2.88%	1.58	58	26.48%	14.55	12	27.27%	14.98			
Professional II	43.57	100.0	25.45%	11.09	4	15.38%	6.70	27	25.96%	11.31	57	26.03%	11.34	12	27.27%	11.88			
Professional I	33.45	118.0	30.03%	10.04				62	59.62%	19.94	56	25.57%	8.55						
Chief of Survey	57.00	0.0																	
Surveyor I	30.50	0.0																	
Technician V	53.50	50.0	12.72%	6.81				10	9.62%	5.14	40	18.26%	9.77						
Technician IV	45.75	0.0																	
Technician III	38.50	0.0																	
Technician II	30.68	0.0																	
Technician I	18.00	0.0																	
Administrative	28.28	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		393.0	100%	\$47.93	26.0	100.00%	\$65.33	104.0	100%	\$39.47	219.0	100%	\$47.04	44.0	100%	\$62.09	0.0	0%	\$0.00

Local Public Agency

Lake in the Hills

County

McHenry

Section Number

23-00044-00-RS

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	7	\$65.00	\$455.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	116	\$15.00	\$1,740.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,195.00

ATTACHMENT B-1

Labor Detail Breakdown

Village of Lake in the Hills - Miller Road (Haligus to Lakewood) -
Phase I Design - LABOR DETAIL BREAKDOWN

Direct Cost Estimate

Task No.	Item Description	Sheet Count						Task Direct Cost	CADD (Hours)	Vehicles (Days)
			Professional V	Professional III	Professional II	Professional I	Technician V			
1 Administration and Management										
1.1	Project Administration		4							
1.2	Project Kick-Off Meeting w/ Village Staff		2							
1.3	Project Progress Meetings		12	4	4	4				
1.4	Project QA/QC Review		4	4						
1.5	Project Staff Coordination		4	4						
Labor Subtotals			26	14	8	4	0	0	0	0
2 Field Data Collection										
2.1	Project Site Meeting		8	2	3	3				
2.2	Field Inspection Assessment for Removals and Replacements - Surface (C&G, SW's, ADA X-ings, Pavement Markings)		24			12	12			2
2.3	Field Inspection Assessment - Underground (Storm Structures Conditions; Utility Structures in Pavement to be Adjusted or Reconst.)		16			8	8			1
2.4	Utility Coordination		14			4	8	2		
2.5	Geometrics Survey and Spot Topo Survey (ADA Ramps & Drainage/Grade Issues)		32				32			4
2.6	Survey Data Process		10				2	8	8	
Labor Subtotals			104	2	3	27	62	10	8	7
3 Phase I Planning										
3.1	Phase I Documentation (BLR 19100)		22	2	12	8				
3.2	Special Waste Screening		8		8					
3.3	Intersection Capacity Analysis		15		6	9				
3.4	Pedestrian Crossing Evaluation		4		4					
3.5	Phase I Report Exhibits		20		4	8		8	8	
3.6	Project Design and Base Improvement Plans	10	108	4	16	16	48	24	72	
3.7	Quantities and Engineer Estimate(s)		42	2	8	16	8	8	16	
Labor Subtotals			219	8	58	57	56	40	0	96
4 Project Coordination & Communication										
4.1	Village of Lake in the Hills		6	6						
4.2	IDOT - BLR Staff Kick-Off Meeting		16	8	8					
4.3	McHenry County COM - MPO Communications		4	4						
4.4	Public Outreach & Project Communication		18	2	4	12			12	
Labor Subtotals			44	20	12	12	0	0	0	12
			393	44	81	100	118	50		
			100.00%	11.20%	20.61%	25.45%	30.03%	12.72%		
			0							



TASK ORDER #2023 - 4 AGREEMENT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS

AND

CHASTAIN & ASSOCIATES LLC

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

PHASE I ENGINEERING SERVICES

FOR

CRYSTAL LAKE ROAD STP RESURFACING IMPROVEMENT

TASK ORDER #2023 - 4

PHASE I ENGINEERING SERVICES

**CRYSTAL LAKE ROAD STP RESURFACING
IMPROVEMENT**

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 2023 Professional Engineering Services, dated December 8, 2022 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Crystal Lake Road STP Resurfacing covers Phase I planning and IDOT / MCCOM coordination services for planned improvements to Crystal Lake Road from Algonquin Road to Miller Road. Planned improvements include pavement resurfacing, ADA ramp improvements, pedestrian crossing enhancements, curb & gutter repairs and other ancillary improvements that will be identified as part of the Phase I planning process.

The project improvements cover 1.0 mile of Crystal Lake Road.

2. **Services of Consultant:**

A. Basic Services:

The man-hours proposed and included as Attachment B-1 were based upon the assumption that Phase I planning services will be provided by the contract specified deadline of December 29, 2023. Any additional work due to an extended schedule dictated by the owner, IDOT or unanticipated work due to unanticipated site conditions may warrant a contract addendum.

The following is a breakdown of the various tasks associated with the Phase I engineering services which will be performed by Chastain:

1. **Phase I Engineering Services.** Preliminary Engineering Services are to be provided and includes the following as set forth in the Task Order:
 - a. Administration and Management – Services covered under this task includes administration of professional services, conducting an initial project kick-off meeting with Village staff, coordination of internal team members, project start-up, coordination with survey and condition assessment teams and project progress coordination with client and staff.

- b. Field Data Collection – The work covered under this task includes
 - Pre-design site visit with Village staff to develop an agreeable condition assessment expectation, project limits and addressing any unanticipated field conditions.
 - Complete condition assessments of village utility structures and existing condition of surface features, sidewalks, drive aprons, curb and gutter and ADA compliance.
 - Coordinate data collection with private utilities.
 - Complete a geometric survey of the existing roadway and pavement markings and spot surveys to verify or document existing ADA Ramp conditions and potential compliance issues.
- c. Phase I Planning – Services covered under this task includes the coordination, preliminary design and documentation with IDOT concurrence for planned improvements. Gather traffic data, evaluate intersection capacity, complete special waste screening input and complete preliminary design for anticipated Categorical Exclusion/LAFO determination. Completion of BLR Form 19100 or 46300 and preliminary engineering for IDOT-BLR project concurrence and design approval.
- d. Project Coordination and Communication – Services covered under this task includes the coordination with Village staff, IDOT-BLR staff, MCCOM Planning staff and stakeholders as identified. Work will include the Phase I Kick-Off meeting with IDOT Bureau of Local Roads and preparation of Quarterly Updates for MCCOM.

3. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations:

IDOT approval of Phase I project documents anticipated to be a State approved Categorical Exclusion (CE) without a project report following form BLR 19100.

4. **Commencement Date:**

The date of execution of this Task Order by Owner and approval by IDOT of the attached Local Public Agency Engineering Services Agreement included as Attachment A-1.

5. **Completion Date:**

Design services will be completed on or before December 29, 2023, plus

extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: Phase I BLR 19100 - Preliminary design and project planning documents.

Due Date: TBD with Village.

7. **Key Project Personnel:**

Names:	Telephone:
Steve Frerichs	(847) 287-6732
Janice Pang	(773) 714-0050

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.

Labor Detail:

Task	Man-Hours	Budget
Admin & Management	24	\$4,287.00
Field Data Collection	84	\$9,231.00
Phase I Planning	136	\$17,268.00
Project Coordination	26	\$4,718.00
Direct Cost (Vehicle)		\$1,465.00
Contract Fee =		\$36,969.00

Notwithstanding the foregoing, the total Contract Price shall not exceed \$36,969.00, 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 the 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 in the Engineering Services Agreement BLR 05530 form and exhibits supplied by the 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 the 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:**

Local Public Agency Engineering Services Agreement included as Attachment A-1.

Labor Detail Breakdown included as Attachment B-1 summarizing phases and services anticipated in providing Phase I Engineering Services.

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 _____, 2023

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: Phone: sfrerichs@chastainengineers.com

Phone: (847) 287-6732

ATTACHMENT A-1

Local Public Agency Engineering Services Agreement



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake in the Hills	McHenry	23-00045-00-RS	
Project Number	Contact Name	Phone Number	Email
	Guy Fehrman	(847) 960-7507	lfehrman@lith.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Crystal Lake Road	4038	1 Mile	
Location Termini			<input type="button" value="Add Location"/>
Algonquin Road to Miller Road			<input type="button" value="Remove Location"/>

Project Description

Phase I engineering for street resurfacing, pavement patching, sidewalk replacement and curb & gutter replacement.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Chastain & Associates LLC	Steve Frerichs	(847) 287-6732	sfrerichs@chastainengineers.com
Address	City	State	Zip Code
120 W. Center Court	Schaumburg	IL	60195

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) 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) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	370714576	\$36,969.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$36,969.00
Total for all work		\$36,969.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Clerk

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)
Steve Frerichs Digitally signed by Steve Frerichs
Date: 2023.06.15 14:30:53 -05'00'

By (Signature & Date)
Janice Pang Digitally signed by Janice Pang
Date: 2023.06.15 14:21:50 -05'00'

APPROVED:

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00045-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

SUMMARY SCOPE OF SERVICES

Administration and Management – Services covered under this task includes administration of professional services, conducting an initial project kick-off meeting with Village staff, coordination of internal team members, project start-up, coordination with survey and condition assessment teams and project progress coordination with client, MPO and staff.

Field Data Collection – The work covered under this task includes

- 1) Pre-design site visit with Village staff to develop an agreeable condition assessment expectation, project limits and addressing any unanticipated field conditions.
- 2) Complete condition assessments of village utility structures and existing condition of surface features, sidewalks, drive aprons, curb and gutter and ADA compliance.
- 3) Coordinate data collection with private utilities.
- 4) Complete a geometric survey of the existing roadway and pavement markings and spot surveys to verify or document existing ADA Ramp conditions and potential compliance issues.

Phase I Planning – Services covered under this task includes the coordination preliminary design and documentation with IDOT concurrence for planned improvements. Gather traffic data, evaluate intersection capacity, complete special waste screening input and complete preliminary design for anticipated Categorical Exclusion/LAFO determination. Completion of BLR Form 19100 or 46300 and preliminary engineering for IDOT-BLR project concurrence and design approval.

Project Coordination and Communication – Services covered under this task includes the coordination with Village staff, IDOT-BLR staff, MCCOM Planning staff and stakeholders as identified. Work will include the Phase I Kick-Off meeting with IDOT Bureau of Local Roads and preparation of Quarterly Updates for MCCOM.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00045-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

<p>Project NTP - End of June 2023 IDOT Kick-Off Meeting - Late July 2023 Field Survey - July / August 2023 Environmental Clearance Coordination - August / September / October 2023 Phase I Project Documentation (Anticipate State Approved CE) - September / October 2023 Phase I Submittal & IDOT review & Concurrence - November / December 2023</p>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00045-00-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Local Public Agency Lake in the Hills	County McHenry	Section Number 23-00045-00-RS
Prime Consultant (Firm) Name Chastain & Associates LLC	Prepared By Steve Frerichs	Date 6/13/2023
Consultant / Subconsultant Name Chastain & Associates LLC	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Crystal Lake Road - Phase I - Engineering Services

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	144.71%
START DATE	7/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	12/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	12/31/2023	6	100.00%

The total escalation = 0.00%

Local Public Agency

Lake in the Hills

County

McHenry

Section Number

23-00045-00-RS

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	5	\$65.00	\$325.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	76	\$15.00	\$1,140.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,465.00

Local Public Agency

Lake in the Hills

County

McHenry

Section Number

23-00045-00-RS

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Admin & Management			Field Data Collection			Phase I Planning			Project Coordination					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	80.00	0.0																	
Professional V	77.50	32.0	11.85%	9.19	12	50.00%	38.75	2	2.38%	1.85	4	2.94%	2.28	14	53.85%	41.73			
Professional IV	65.34	0.0																	
Professional III	54.92	50.0	18.52%	10.17	8	33.33%	18.31	2	2.38%	1.31	32	23.53%	12.92	8	30.77%	16.90			
Professional II	43.57	70.0	25.93%	11.30	4	16.67%	7.26	22	26.19%	11.41	40	29.41%	12.81	4	15.38%	6.70			
Professional I	33.45	90.0	33.33%	11.15				50	59.52%	19.91	40	29.41%	9.84						
Chief of Survey	57.00	0.0																	
Surveyor I	30.50	0.0																	
Technician V	53.50	28.0	10.37%	5.55				8	9.52%	5.10	20	14.71%	7.87						
Technician IV	45.75	0.0																	
Technician III	38.50	0.0																	
Technician II	30.68	0.0																	
Technician I	18.00	0.0																	
Administrative	28.28	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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TOTALS		270.0	100%	\$47.35	24.0	100.00%	\$64.32	84.0	100%	\$39.57	136.0	100%	\$45.72	26.0	100%	\$65.33	0.0	0%	\$0.00

ATTACHMENT B-1

Labor Detail Breakdown

Village of Lake in the Hills - Crystal Lake Road (Algonquin to Miller) - Phase I Design - LABOR DETAIL BREAKDOWN

Direct Cost Estimate

Task No.	Item Description	Sheet Count	Hours	Professional V	Professional III	Professional II	Professional I	Technician V	Task Direct Cost	CADD (Hours)	Vehicles (Days)
1 Administration and Management											
1.1	Project Administration		2	2							
1.2	Project Kick-Off Meeting w/ Village Staff		2	2							
1.3	Project Progress Meetings		12	4	4	4					
1.4	Project QA/QC Review		4	4							
1.5	Project Staff Coordination		4		4						
Labor Subtotals			24	12	8	4	0	0		0	0
2 Field Data Collection											
2.1	Project Site Meeting		6	2	2	2					
2.2	Field Inspection Assessment for Removals and Replacements - Surface (C&G, SW's, ADA X-ings, Pavement Markings)		16			8	8				1
2.3	Field Inspection Assessment - Underground (Storm Structures Conditions; Utility Structures in Pavement to be Adjusted or Reconst.)		16			8	8				1
2.4	Utility Coordination		12			4	8				
2.5	Geometrics Survey and Spot Topo Survey (ADA Ramps & Drainage/Grade Issues)		24				24				3
2.6	Survey Data Process		10				2	8		8	
Labor Subtotals			84	2	2	22	50	8		8	5
3 Phase I Planning											
3.1	Phase I Documentation (BLR 19100)		10	2	8						
3.2	Special Waste Screening		8		4	4					
3.3	Intersection Capacity Analysis		12		4	8					
3.4	Phase I Report Exhibits		12		4	4		4		4	
3.5	Project Design and Base Improvement Plans	10	70	2	8	12	32	16		48	
3.6	Quantities and Engineer Estimate(s)		24		4	12	8			8	
Labor Subtotals			136	4	32	40	40	20	0	60	0
4 Project Coordination & Communication											
4.1	Village of Lake in the Hills		4	4							
4.2	IDOT - BLR Staff Kick-Off Meeting		8	4	4						
4.3	McHenry County COM - MPO Communications		4	4							
4.4	Public Outreach & Project Communication		10	2	4	4				8	
Labor Subtotals			26	14	8	4	0	0	0	8	0
			270	32	50	70	90	28			
			100.00%	11.85%	18.52%	25.93%	33.33%	10.37%			
			0								



TASK ORDER #2023 - 5 AGREEMENT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS

AND

CHASTAIN & ASSOCIATES LLC

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

PHASE I ENGINEERING SERVICES

FOR

FRANK ROAD STP RESURFACING IMPROVEMENT

TASK ORDER #2023 - 5

PHASE I ENGINEERING SERVICES

FRANK ROAD STP RESURFACING IMPROVEMENT

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 2023 Professional Engineering Services, dated December 8, 2022 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Frank Road STP Resurfacing covers Phase I planning and IDOT / MCCOM coordination services for planned improvements to Frank Road from Algonquin Road to Miller Road. Planned improvements include pavement rehabilitation, pavement reprofiling, ADA ramp improvements, pedestrian crossing enhancements, drainage analysis, curb & gutter repairs, environmental clearance coordination, geometric and intersection capacity analysis and other ancillary improvements that will be identified as part of the Phase I planning process.

The project improvements cover 1.0 mile of Frank Road.

2. **Services of Consultant:**

A. Basic Services:

The man-hours proposed and included as Attachment B-1 were based upon the assumption that Phase I planning services will be provided by the contract specified deadline of December 31, 2024. Any additional work due to an extended schedule dictated by the owner, IDOT or unanticipated work due to unanticipated site conditions may warrant a contract addendum.

The following is a breakdown of the various tasks associated with the Phase I engineering services which will be performed by Chastain:

1. **Phase I Engineering Services.** Preliminary Engineering Services are to be provided and includes the following as set forth in the Task Order:
 - a. Administration and Management – Services covered under this task includes administration of professional services, conducting an initial project kick-off meeting with Village staff, coordination of internal team members, project start-up, coordination with survey and condition assessment teams and project progress coordination with client and staff.

- b. Field Data Collection – The work covered under this task includes
- Pre-design site visit with Village staff to develop an agreeable condition assessment expectation, project limits and addressing any unanticipated field conditions.
 - Complete condition assessments of village utility structures and existing condition of surface features, sidewalks, drive aprons, curb and gutter and ADA compliance.
 - Coordinate data collection with private utilities.
 - Complete a topographic survey of the existing roadway corridor including pavement markings and spot surveys to verify or document existing drainage and ADA Ramp conditions and potential compliance issues.
 - Complete a boundary/ROW verification survey.
 - Complete a condition assessment of the existing pedestrian/golf tunnel under Frank Road.
- c. Phase I Planning – Services covered under this task includes the coordination, preliminary design and documentation with IDOT concurrence for planned improvements. Gather traffic data, evaluate intersection capacity, complete special waste screening input, complete environmental survey coordination through IDOT ESR process, complete crash analysis, confirm existing geometric compliance, develop design variance justification and complete preliminary design documentation for anticipated Categorical Exclusion. Completion of BLR Form 22210 and preliminary engineering for IDOT-BLR project concurrence and design approval.
- d. Project Coordination and Communication – Services covered under this task includes the coordination with Village staff, IDOT-BLR staff, MCCOM Planning staff and stakeholders as identified. Work will include the Phase I Kick-Off meeting with IDOT Bureau of Local Roads and preparation of Quarterly Updates for MCCOM.

3. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations:

IDOT approval of Phase I project documents anticipated to be a State approved Categorical Exclusion (CE) with a project report following form BLR 22210.

4. **Commencement Date:**

The date of execution of this Task Order by Owner and approval by IDOT of the attached Local Public Agency Engineering Services Agreement included as Attachment A-1.

5. **Completion Date:**

Design services will be completed on or before December 31, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: Phase I BLR 22210 - Preliminary design and project planning documents.

Due Date: TBD with Village.

7. **Key Project Personnel:**

Names:

Steve Frerichs

Janice Pang

Telephone:

(847) 287-6732

(773) 714-0050

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.

Labor Detail:

Task	Man-Hours	Budget
Admin & Management	96	\$17,504.00
Field Data Collection	176	\$20,426.00
Phase I Planning	582	\$71,589.00
Project Coordination	92	\$15,310.00
Direct Cost (Vehicle)		\$4,725.00
Contract Fee =		\$129,554.00

Notwithstanding the foregoing, the total Contract Price shall not exceed \$129,554.00, 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 the 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 in the Engineering Services Agreement BLR 05530 form and exhibits supplied by the 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 the 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:**

Local Public Agency Engineering Services Agreement included as Attachment A-1.

Labor Detail Breakdown included as Attachment B-1 summarizing phases and services anticipated in providing Phase I Engineering Services.

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 _____, 2023

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: Phone: sfrerichs@chastainengineers.com

Phone: (847) 287-6732

ATTACHMENT A-1

Local Public Agency Engineering Services Agreement



Local Public Agency Engineering Services Agreement

Using Federal Funds? [] Yes [x] No Agreement For: MFT PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Lake in the Hills County: McHenry Section Number: 23-00043-00-PV Job Number: Project Number: Contact Name: Guy Fehrman Phone Number: (847) 960-7507 Email: lfehrman@lith.org

SECTION PROVISIONS

Local Street/Road Name: Frank Road Key Route: 3867 Length: 1 Mile Structure Number: Location Termini: Algonquin Road to Miller Road Add Location Remove Location

Project Description: Phase I engineering for street rehabilitation/reconstruction, path replacement and drainage improvements.

Engineering Funding: [x] MFT/TBP [] State [] Other Anticipated Construction Funding: [x] Federal [x] MFT/TBP [] State [] Other

AGREEMENT FOR

[x] Phase I - Preliminary Engineering [] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Chastain & Associates LLC Contact Name: Steve Frerichs Phone Number: (847) 287-6732 Email: sfrerichs@chastainengineers.com Address: 120 W. Center Court City: Schaumburg State: IL Zip Code: 60195

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor: Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) 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) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	370714576	\$129,554.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$129,554.00
Total for all work		\$129,554.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency
 Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)
 Digitally signed by Steve Frerichs
Date: 2023.06.15 14:28:18 -05'00'

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00043-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

SUMMARY SCOPE OF SERVICES

- a. Administration and Management – Services covered under this task includes administration of professional services, conducting an initial project kick-off meeting with Village staff, coordination of internal team members, project start-up, coordination with survey and condition assessment teams and project progress coordination with client and staff.
- b. Field Data Collection – The work covered under this task includes
- Pre-design site visit with Village staff to develop an agreeable condition assessment expectation, project limits and addressing any unanticipated field conditions.
 - Complete condition assessments of village utility structures and existing condition of surface features, sidewalks, drive aprons, curb and gutter and ADA compliance.
 - Coordinate data collection with private utilities.
 - Complete a topographic survey of the existing roadway corridor including pavement markings and spot surveys to verify or document existing drainage and ADA Ramp conditions and potential compliance issues.
 - Complete a boundary/ROW verification survey.
 - Complete a condition assessment of the existing pedestrian/golf tunnel under Frank Road.
- c. Phase I Planning – Services covered under this task includes the coordination, preliminary design and documentation with IDOT concurrence for planned improvements. Gather traffic data, evaluate intersection capacity, complete special waste screening input, complete environmental survey coordination through IDOT ESR process, complete crash analysis, confirm existing geometric compliance, develop design variance justification and complete preliminary design documentation for anticipated Categorical Exclusion. Completion of BLR Form 22210 and preliminary engineering for IDOT-BLR project concurrence and design approval.
- d. Project Coordination and Communication – Services covered under this task includes the coordination with Village staff, IDOT-BLR staff, MCCOM Planning staff and stakeholders as identified. Work will include the Phase I Kick-Off meeting with IDOT Bureau of Local Roads and preparation of Quarterly Updates for MCCOM.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00043-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

<p>Project NTP - End of June 2023 IDOT Kick-Off Meeting - Late August 2023 Field Survey - July / August 2023 Environmental Clearance Coordination - August 2023 through June 2024 Phase I Project Documentation (BLR 22210) - September 2023 through October 2024 Phase I Submittal & IDOT review & Concurrence - November / December 2024</p>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	23-00043-00-PV

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Local Public Agency Lake in the Hills	County McHenry	Section Number 23-00043-00-PV
Prime Consultant (Firm) Name Chastain & Associates LLC	Prepared By Steve Frerichs	Date 6/13/2023
Consultant / Subconsultant Name Chastain & Associates LLC	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Frank Road - Phase I - Engineering Services

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	144.71%
START DATE	7/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	12/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	1/1/2024	6	33.33%
1	1/2/2024	1/1/2025	12	68.00%

The total escalation = 1.33%

Local Public Agency

Lake in the Hills

County

McHenry

Section Number

23-00043-00-PV

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Admin & Management			Field Data Collection			Phase I Planning			Project Coordination					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	81.07	0.0																	
Professional V	78.53	100.0	10.57%	8.30	48	50.00%	39.27	8	4.55%	3.57	12	2.06%	1.62	32	34.78%	27.32			
Professional IV	66.21	0.0																	
Professional III	55.65	154.0	16.28%	9.06	36	37.50%	20.87	8	4.55%	2.53	90	15.46%	8.61	20	21.74%	12.10			
Professional II	44.15	320.0	33.83%	14.93	12	12.50%	5.52	52	29.55%	13.04	228	39.18%	17.30	28	30.43%	13.44			
Professional I	33.90	284.0	30.02%	10.18				92	52.27%	17.72	192	32.99%	11.18						
Chief of Survey	57.76	0.0																	
Surveyor I	30.91	0.0																	
Technician V	54.21	88.0	9.30%	5.04				16	9.09%	4.93	60	10.31%	5.59	12	13.04%	7.07			
Technician IV	46.36	0.0																	
Technician III	39.01	0.0																	
Technician II	31.09	0.0																	
Technician I	18.24	0.0																	
Administrative	28.66	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		946.0	100%	\$47.52	96.0	100.00%	\$65.66	176.0	100%	\$41.79	582.0	100%	\$44.29	92.0	100%	\$59.92	0.0	0%	\$0.00

Local Public Agency

Lake in the Hills

County

McHenry

Section Number

23-00043-00-PV

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	9	\$65.00	\$585.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	276	\$15.00	\$4,140.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$4,725.00

ATTACHMENT B-1

Labor Detail Breakdown



REQUEST FOR BOARD ACTION

MEETING DATE: July 11, 2023

DEPARTMENT: Public Works

SUBJECT: An Ordinance Approving a Plat of Easement for 141 and 143 Hilltop Drive

EXECUTIVE SUMMARY

The Public Works Department is currently working with the Village's engineering consultant, Christopher B. Burke Engineering Ltd (CBBEL), to design a new storm sewer to be installed along the shared lot line between the residences at 141 Hilltop Drive and 143 Hilltop Drive. The sewer will drain water from the street to Woods Creek Lake. The Village will assume maintenance responsibility for the storm sewer, but the Village requires a permanent easement over the sewer in case the need arises to perform emergency maintenance work. Further, the Village will need temporary construction easements in order to install the sewer. Therefore, Village staff recommends that the Village Board approve the Plat of Easement that dedicates temporary and permanent easements to the Village.

FINANCIAL IMPACT

Approval of the plat will have no direct additional financial impact.

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance Approving a Plat of Easement for 141 and 143 Hilltop Drive

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023 - ____

**An Ordinance Approving a Plat of Easement
for 141 and 143 Hilltop Drive**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions to regulate for the protection of the public health, safety, morals, and welfare, as granted in the Constitution of the State of Illinois; and

WHEREAS, the storm water drainage systems in the vicinity of the properties located at 141 Hilltop Drive and 143 Hilltop Drive (collectively, the "Properties") are undersized and inadequate; and

WHEREAS, the Village desires to install a new storm sewer on a portion of the Properties, and the Village needs to acquire certain permanent and temporary easements over the Properties in order to complete the project; and

WHEREAS, the Village's engineering consultant had a Plat of Easement (the "Plat") prepared to dedicate easements to the Village over the Properties; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Plat, subject to the provisions of this Ordinance;

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

SECTION 1: The Corporate Authorities find that the statements in the foregoing preambles are true, and the statements are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION 2: APPROVAL OF PLAT. The Village President and Board of Trustees hereby approve the Plat of Vacation consisting of two sheets prepared by Thomson Surveying Ltd dated 6-7-23, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit A.

SECTION 3: EXECUTION OF PLAT. The Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat.

SECTION 4: RECORDATION OF PLAT. Upon execution of the Plat by the owners, the Village President and the Village Clerk, the Village Clerk is directed to cause the Plat and this Ordinance to be recorded with the McHenry County Recorder of Deeds.

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect immediately from and after its passage by the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 13th day of July, 2023 by roll call vote as follows:

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

APPROVED THIS 13TH DAY OF July, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

